

RECREATION FACILITIES USE & LICENSE AGREEMENT

THIS AGREEMENT IS MADE by and between the **The Legacy Center, Inc.**, an Alabama nonprofit organization, (hereinafter “Licensee”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter the “City”)(collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City is the owner of property identified as Madison Meeting Hall, which is located within the city limits of Madison, Alabama; and

WHEREAS, Licensee desires to use the facilities at that City-owned property in order to provide a community service that is beneficial to the City of Madison, to-wit: the provision of an adult day care program; and

WHEREAS, Licensee is a nonprofit organization which has been established to support older adults and caregivers by providing a safe, engaging, and supportive environment for those experiencing cognitive or mobility challenges, a mission in which the City has a vested interest; and

WHEREAS, the City has the resources necessary to appropriate, subject to certain terms and conditions, the use of certain portions of the above-said facility to Licensee; and

WHEREAS, the City could otherwise provide these same services for its citizens but has chosen instead to assign such responsibility to Licensee pursuant to the terms of this Agreement; and

WHEREAS, the City Council of the City of Madison has determined that it is desirable and in the public interest for the use of said property to be conditionally licensed to Licensee;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set out, the Parties do hereby agree as follows:

1. **Term**. Upon final execution by both parties, this Agreement shall be given effect as of August 1, 2026, and shall be effective for one (1) year, unless further amended or extended by written agreement of the Parties.
2. **License and Facility Access**. During said term, it is hereby agreed that the City will provide Licensee with access to and use of certain portions of the following City-owned recreation properties (hereinafter referred to as the “Premises”):
 - a. Madison Meeting Hall Southeast room, covered pavilion, and closet
 - b. Monday through Friday from 7:00am until 6:00pm
3. **Consideration and Scope of Services**. In exchange for use of said properties, Licensee will organize, operate, and maintain an adult daycare program in accordance with its proposal attached as **Exhibit A** to this Agreement, which is incorporated into this Agreement. Further, Licensee agrees to the following material terms:
 - (a) Licensee will provide accurate data and records of participation to the City on an annual and as-demanded basis.
 - (b) Licensee shall provide its programs free of charge to participants and caregivers.

- (c) Licensee shall clean the Premises and ensure all equipment and supplies are stored away at the end of each day.
 - (d) Licensee agrees and acknowledges that the City has no responsibility or liability for any of Licensee's property.
 - (e) Licensee agrees and acknowledges that the Madison Meeting Hall will host other activities and rentals in the building.
 - (f) Licensee pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken.
 - (g) Licensee shall be responsible for managing its own registration dates, times, locations, and fees.
 - (h) Licensee shall be responsible for the legality and accuracy of all registration forms and information disseminated to the public.
 - (i) Licensee shall submit programming schedules to the Director of Parks & Recreation or his designee at least forty-eight (48) hours prior to the originally scheduled time.
 - (j) Licensee shall return all issued keys upon completion of the term of this agreements. Licensee shall not make copies of any keys opening any City-owned facilities or properties. Licensee shall not change any locks on any City-owned facilities or properties.
 - (k) Licensee shall conduct a background check on each of its volunteers and staff members working at the Premises and shall refuse participation to anyone whose results are contrary to what is acceptable under the City of Madison's Background Check Policy. However, nothing in this provision shall prevent Licensee from adopting its own more restrictive policies for background checks on its volunteers or personnel.
4. **Care of Premises.** During the term of this Agreement, Licensee agrees to take care of the Premises, to commit no waste of property nor allow the same to be done, and, upon the termination of this Agreement, to surrender quiet and peaceable possession of said Premises in the same condition as at the commencement of this Agreement, subject to reasonable wear and tear.
5. **No Alteration of Premises.** Licensee shall not make any physical or structural alternations to the Premises, and Licensee shall not place, or construct any permanent or temporary signs, buildings, or other structures on the Premises without the prior written approval of the City.
6. **Opening and Closing of Facilities**
- a. It shall be the City's responsibility to open and close all facilities on a daily basis. The Director of Parks & Recreation and his authorized designee(s) are the sole possessors of the authority to close the facility for any reason, including maintenance. When possible, the City will give Licensee advanced notice of any opening or closing which deviates from normally scheduled operations. Emergency situations will be the exception.
 - b. The City reserves the right to cancel activities to ensure safety of participants. The City shall be responsible for making all decisions regarding inclement weather and the continued or upcoming scheduled use of the Premises. All weather-related cancellation decisions will be made by the City and communicated to Licensee designated representative as soon thereafter as possible.

7. **Compliance with Laws.** Licensee agrees to comply with all applicable local, state, and federal laws in its execution of the responsibilities accepted and exercise of the rights conferred by this Agreement. Licensee further agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation or otherwise be subjected to unlawful discrimination.
8. **Hold Harmless.** The City shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Licensee, its participants, agents, representatives, employees, members, or directors, or by any person at any time using, occupying, or visiting the appropriated Premises during Licensee use of such property, or who may be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Licensee or any participant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind or of a different kind than matters and things above set forth. Licensee shall indemnify and hold harmless the City from and against all claims, liability, loss or damage, whatsoever, including, but not by way of limitation, all costs, attorney's fees and expenses incurred on account of any such loss, injury, death, or damage and injuries to property and persons in, on, or about the Premises, from any cause arising at any time.
9. **Insurance.** Licensee agrees to provide proof of insurance coverage naming the City of Madison, Alabama, a municipal corporation, as an additional insured by endorsement, in the amounts and for the types of coverage which may be required by the City's insurance carrier. Licensee shall provide proof of such insurance coverage to the City within ten (10) days after the effective date of the Agreement, and if Licensee fails to do so, the City may immediately terminate the Agreement.
10. **No Partnership.** Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by Licensee, regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venturer, or agent of Licensee, nor shall Licensee at any time use the name or credit of the City in purchasing or attempting to purchase any services, goods, equipment, supplies, or other things whatsoever.
11. **Independent Contractor.** It is mutually understood and agreed and it is the stated intent of the parties that Licensee is an independent contractor and is in no way deemed to be an agent, representative, department, or division of the City of Madison, Alabama, a municipal corporation. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of Licensee and that officers, employees, and any other agents of Licensee are not nor shall they be deemed to be officers, employees, or agents of the City.
12. **Non-Assignment.** Licensee is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
13. **Non-Waiver.** The failure of either party to insist in any one or more instances upon a strict performance of any of the covenants, conditions, requirements, or promises of this Agreement shall not be construed as a waiver or a relinquishment of any other clause of this Agreement, but the same shall continue and remain in full force and effect. However, both Parties agree

that upon violation, by any act or omission by either of the Parties, of any of the covenants of this Agreement, the City or Licensee may, as its option, terminate and cancel this Agreement with thirty (30) days' written notice to the other party.

14. Priority & Termination.

- a. The Parties understand and agree that any Licensee use of the Premises contemplated in this Agreement is subject and subordinate to the public use, school system, and business needs of the City. If at any time during the term of this Agreement, the City requires extended use of any portion of the Premises, the City may cancel this Agreement by providing thirty (30) days' written notice to Licensee. Moreover, if at any time during the term of this Agreement, the City requires short-term use of the Premises for events, including but not limited to outside tournaments, such City-sanctioned use will take priority over any Licensee use of the Premises for a period of time that the City specifies.
- b. Either party may terminate this agreement with or without cause upon the provision of thirty (30) days' written notice to the other party. City reserves the right to terminate or immediately suspend Licensee's access to the Premises in the event of an emergency or Licensee's material breach of this Agreement.

15. **Entire Agreement & Amendment.** The entire Agreement between the City and Licensee is contained in this Agreement and Exhibit A, and this Agreement may not be modified orally or in any other manner other than by an additional Agreement in writing signed by both parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective entities, have set their hands and seals on the day and year set forth below.

The Legacy Center, Inc.

By: _____

Printed Name: _____

Position: _____

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of The Legacy Center, Inc., an Alabama nonprofit organization, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said organization.

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

**City of Madison, Alabama,
a municipal corporation**

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public