

Mendon, Vermont
MENDON RECREATION AREA FACILITY USE AGREEMENT
FOR MEETINGS AND OTHER RECURRING EVENTS
AT WHICH NO ALCOHOL WILL BE SERVED, SOLD, OR CONSUMED

Adopted 08/12/19

This Agreement, dated _____, is by and between the Town of Mendon (hereafter “Municipality”) and _____ (hereafter “User”). This Agreement is not transferrable or assignable to any other person or entity.

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY.

The Municipality grants a license to User to use the Mendon Recreation Area (hereafter “the Facility”) for the Events and time periods described below. User’s rights under this Agreement include the use of the parking area, the playground equipment, tables, benches, grass areas and the baseball field.

2. OCCUPANCY. Occupancy of the event shall be limited to 175 persons, including User’s employees, agents, contractors, licensees, guests, and invitees.

3. EVENTS. User is granted a license to use the Facility for the following purpose and no other purpose:

User understands that Municipality does not warrant or represent that the Facility is safe and suitable for User’s purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and facilities in connection with User’s purposes that Municipality is providing the premises and facilities on an “as is” basis.

4. DATES and TERM OF USE. Such Events will take place on the following dates:

_____ (specific dates or recurring days such as “the third Wednesday of every month”), from _____ (starting time, with a.m. or p.m.) until _____ (ending time, with a.m. or p.m.). User may enter and occupy the Facility _____ (number of minutes and/or hours) before the starting time of said Events to set up the Facility, and may occupy the Facility for _____ (number of minutes and/or hours) after the end time of said Events to clean the Facility.

5. TERMS OF FACILITY USE. The User understands and agrees to all of the following terms of use:

- The sale, possession, consumption, and use of alcohol, tobacco, marijuana, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).

- No sign or temporary structure may be placed on the premises without obtaining advance written approval from Municipality per the Town of Mendon Zoning Regulations. Any signs or temporary structures placed on the premises by User shall be promptly removed at the end of each of the scheduled Events.
- The Facility, its appurtenances, and any equipment contained therein may not be injured, damaged, marred, or defaced in any way. Neither shall nails, hooks, tacks, or screws be driven into any wall or other part of the Facility.
- User is responsible for cleaning the Facility immediately after the Event. This includes removal of all trash and recyclables.
- Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities.
- User is responsible for the cost of all repairs to the Facility required as a result of damage caused by User or User's employees, agents, contractors, licensees, guests, and invitees.
- Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
- For all Events involving minors (persons 17 years or under), there shall be at least one adult(s) over 18 years of age for every 15 minors for the duration of the Event.

User also understands and agrees that **(i)** it is responsible for all actions of its participants and guests; **(ii)** any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Municipality; and **(iii)** Municipality reserves the right to immediately terminate this Agreement and User's use of the Facility in the event of any violation of the foregoing terms of use without liability to Municipality. In the event User's use of the premises and facilities involves participants who are minors (including the minor children of participants), then User shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult.

- 6. VACATING FACILITY.** At the expiration of the above stated dates and times, or upon the earlier termination of this Agreement, User will promptly and peaceably vacate the Facility and remove its employees, agents, contractors, licensees, guests, and invitees and their property from the Facility and conduct the cleaning activities specified in Section 5 of this Agreement so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event.
- 7. INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY.** The Municipality is not liable for any injury to persons or loss or damage to private property which occurs during the Event. User is financially responsible for any damage to or loss of Municipality property that occurs during the Event.
- 8. USER FEE.** User will pay the Municipality a user fee of \$ _____ per Event, payable _____ 7 days prior to the Event. The User may request the User fee be waived in accordance with the Mendon Recreation Area Facility Use Policy. The Selectboard of the Town of Mendon waived the user fee on _____ (date).

- 9. SECURITY DEPOSIT.** In addition to the user fee specified above, User will also pay the Municipality a security deposit of \$200 at the signing of this Agreement. Such security deposit will be returned subject to the following conditions: Promptly after each of the scheduled Events, the Municipality will inspect the Facility. If damage has been caused to the Facility, or cleaning activities specified in Section 5 of the Agreement have not been carried out, the Municipality may retain all or a portion of the security deposit, give written notice to User specifying the amount retained and the reasons therefor, and require an additional security deposit before the next scheduled Event takes place. In addition to retaining the security deposit, the Municipality may pursue any additional remedies authorized by law to recover its damages or losses. If, at the conclusion of all of the Events, cleaning activities specified in Section 5 of this Agreement have been conducted and the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event, the Municipality will return the security deposit to User by first class mail within seven days after the conclusion of the last of the scheduled Events.
- 10. INSURANCE.** For all Events, User will procure and maintain, at its sole cost and expense, comprehensive general liability insurance in which the Municipality is named as an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement.
- 11. INDEMNIFICATION AND HOLD-HARMLESS.** User agrees to indemnify and hold the Municipality, its officers, agents, and employees, harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by User and User's employees, agents, contractors, licensees, guests, and invitees.
- 12. CANCELLATION.** The user fee will not be refunded if notice of cancellation is received by the Municipality less than 24 hours before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a natural disaster or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.
- 13. RIGHT OF ENTRY AND TERMINATION.** The Municipality, its officers, agents, and employees shall have the right to enter the Facility at all times during the Events to confirm User's conformance to this Agreement. If the Municipality determines, in its sole judgment, that User has breached a term of this Agreement, the Municipality shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term without any refund to User.
- 14. CONFORMANCE WITH THE LAW.** User agrees that User will abide by and conduct its affairs in accordance with the Mendon recreation Area Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility.

15. ENTIRE AGREEMENT. This Facility Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

I, _____ (printed name of User), acting on my own behalf and also acting on behalf of _____ (name of organization, if applicable), being fully authorized to do so, hereby waive and release any and all claims against the Town of Mendon together with its various departments, employees, officers, elected officials, agents, and any and all other persons or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the use of any facilities pursuant to this Agreement, and further undertake to defend and indemnify all of the aforesaid parties against any and all such claims and forever hold them harmless from the same. **I also certify that I have read this form and that all information stated herein, including any information on the facility use policy appended hereto, is true to the best of my knowledge, information and belief.**

Signature of User

Date: _____

Address of User: _____ Cell phone #: _____

APPROVED BY THE TOWN OF MENDON Date: _____

By _____, Sara Tully, Town Administrator (duly authorized Agent)

Required attachments or enclosures:

1. Fee _____ received/waived on _____ (date)
2. Insurance Certificate effective dates _____ to _____.