

Town of Fairfax
Parks & Recreation Department
12 Buck Hollow Rd.
Fairfax, VT 05454



FACILITY RENTAL APPLICATION

Applicant Information

Name of Applicant or Organization: _____
Address: _____ Town/City: _____ State: _____
Contact Phone: _____ Contact email: _____

Event Information

Event name/type: _____
Facility/Field Requested: _____
Dates of event: _____ Hours of Event: start _____ end _____
(if more than three dates, please attach complete schedule of dates and times)
Estimated Attendance: _____ Is the event: Public or Private Is the event for-profit: Yes No

Insurance Information

Members of the Public are not covered under the Town's insurance policy. The Town reserves the right to require a Certificate of Insurance Coverage from the applicant depending on the type of event. Most applicants have the option of selecting from the options listed below.

1: The Applicant will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Fairfax is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The applicant may be able to add the Town of Fairfax to their Homeowners insurance policy at no additional charge. The Vermont League of Cities and Towns offers insurance through the TULIP program, more information is available at: <https://www.vlct.org/tulip-liability-protection>

2: The Applicant agrees to indemnify and hold the Town of Fairfax, 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 of the Town's Facility by the Applicant, the Applicant's guests, or employees.

You must select one option: As authorized representative of this application, I have chosen option 1 2*

Printed Name: _____ Signature: _____ Date: _____

**If you selected option 2, please complete the "Liability Hold Harmless Agreement" on page 3*

Please see page 2 for terms and conditions

This Rental Agreement, dated _____, 20____ by and between the Town of Fairfax (the Town), and _____, (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. RENT AND SECURITY DEPOSIT. See attached Fee Schedule for current rates. Renter will pay the Town a rental fee of \$_____ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$50 at the signing of this Rental Agreement.
2. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests.
3. OCCUPANCY. Occupancy of the Facility will be limited to ____ persons.
4. SMOKING. Smoking is prohibited on all Town of Fairfax property
5. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the Town will return the security deposit to Renter by first class mail within seven days. If Renter and guests have caused damage to the Facility, Town may retain all or a portion of the security deposit. If the Town retains any of the rental deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.
6. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, 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 Renter and Renter's guests, agents, or employees.
7. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.
8. CANCELLATION. The rental fee will not be refunded if notice is received less than 48 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 power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.
9. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediate terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.
10. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Fairfax Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at Fairfax, Vermont this ____ day of _____, 20_____

Authorized Agent of Town

Renter

Liability Hold Harmless Agreement

In consideration of the agreement of the Town of Fairfax to engage my company and me to perform certain services for the Municipality, _____ (company or individual name) and I agree, and for my heirs, executors and administrators agree to indemnify, defend and hold forever harmless the Town of Fairfax its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses - including attorney's fees and disbursements - for injury to or death of any person including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the of the Town of Fairfax.

Printed Name

Signature and Date

Printed Name of Witness

Witness Signature and Date

FAIRFAX PARKS AND RECREATION DEPARTMENT

FEE SCHEDULE

Location	Facility	Daily Fee	Weekly Fee
Community Park & Bike Path			
	Pavilion	\$50.00	\$200.00
	Softball Field	\$25.00	\$50.00
	Baseball Field	\$25.00	\$50.00
	Football Field	\$25.00	\$50.00
Community Center			
	Upper Level	\$100.00	\$300.00
	Lower Level	\$100.00	\$300.00
	Both Levels	\$150.00	\$500.00
100 Acre Woods			
	Trails	\$25.00	n/a
	Campsite 1	\$25.00	n/a
	Campsite 2	\$25.00	n/a

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