



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: _____
Description of use:

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 4*

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 non-refundable rental fee of \$_____ 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. ALCOHOL. If alcohol will be furnished, served, or consumed at an event related to this rental, Renter must conform to the terms outlined below.
 - a. An additional fee of \$200 must be paid at the signing of this agreement.
 - b. Renter must hold a Special Event Permit from the Town of Fairfax for the event.
 - c. If Renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Fairfax is additionally insured with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Renter will furnish the Town with a certificate of such insurance prior to the event.
 - d. If Renter will contract with a caterer or other third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Town and Renter shall both be named as additionally insured. Renter will furnish the Town with a certificate of such insurance prior to the Event.
 - e. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21, or to persons who are already intoxicated or apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.
 - f. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be the Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.
 - g. Renter may be required by the Recreation Director, Town Manager, and/or Town Select Board upon review to provide constable, police officer, and/or traffic control personnel to maintain order during a planned event. In this eventuality, Renter is responsible for associated expenses.
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. 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 immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

9. CONFORMANCE WITH THE LAW. Renter agrees that they 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	Special Event Fee (daily)
Community Park & Bike Path				
	Pavilion	\$50.00	\$200.00	\$100.00
	Softball Field	\$25.00	\$50.00	n/a
	Baseball Field	\$25.00	\$50.00	n/a
	Football Field	\$25.00	\$50.00	n/a
	Entire Field Area	n/a	n/a	\$300.00
Community Center				
	Upper Level	\$100.00	\$300.00	n/a
	Lower Level	\$100.00	\$300.00	n/a
	Both Levels	\$150.00	\$500.00	n/a
	Front Lawn	\$50.00	\$200.00	\$200.00
Community Corner Park				
	Entire Park	n/a	n/a	\$100.00
100 Acre Woods				
	Trails	\$25.00	n/a	n/a
	Campsite 1	\$25.00	n/a	n/a
	Campsite 2	\$25.00	n/a	n/a

Updated August 2020