

**Town of Auburn  
Dept. of Parks And Recreation  
Facility Usage Agreement**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

In this agreement, the following terms apply:

TOWN means the Town of Auburn, New Hampshire, a New Hampshire municipal corporation with a principal place of business at Town Hall, Chester Road, Auburn, New Hampshire.

USER means \_\_\_\_\_

\_\_\_\_\_  
FACILITY means the following described field, parcel, or facility owned by the TOWN

\_\_\_\_\_  
WHEREAS the TOWN is the owner of the FACILITY described above, and  
WHEREAS the USER wishes to use the FACILITY for the conduct of an activity,

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1) That the USER will use the FACILITY on (date) \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_ for the conduct of the following activity:

\_\_\_\_\_  
\_\_\_\_\_

2) As noted, such use will be  
( ) without fee or charge  
( ) a fee of \$\_\_\_\_\_ has been paid for such use.

3) USER agrees that its use of the FACILITY shall be reasonable. USER agrees to be liable for the costs of any damage or injury to the FACILITY occasioned by its use, reasonable wear and tear expected.

4) USER agrees that it has viewed and/or is familiar with the FACILITY and its condition and agrees to indemnify and hold harmless the TOWN for any loss, costs, damages, or injuries associated with the condition of, or its use of the FACILITY, or the use by its guests or invitees.

5) The following special provisions pertain to this agreement: \_\_\_\_\_

\_\_\_\_\_  
6) USER agrees to provide Proof of Insurance.

7) This agreement shall be interpreted under the laws of the State of New Hampshire, and its terms may be waived or amended only by a writing signed by both Parties.

8) Please return this form and any payment to : Town of Auburn, Dept of Parks and Rec, PO BOX 309, Auburn, NH 03032 one month prior to usage. Non- receipt of payment one month prior may jeopardize usage.

Town of Auburn

USER \_\_\_\_\_

By: \_\_\_\_\_

USER \_\_\_\_\_