



Town of Auburn Department of Parks and Recreation Facility Use Agreement



Date of Submission: _____

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 the sponsoring organization or resident listed below. FACILITY means the field, parcel, or facility owned by the TOWN that is listed below.

Sponsoring Organization/Resident (USER): _____

Contact Name: _____

Contact Email: _____ Phone: _____

FACILITY Requested: _____

Date(s) Requested: _____

Event Times (including set up & clean up times): _____

****Note:** To avoid conflict and confusion with other groups as well as our scheduled maintenance please allow for set-up and clean-up time if necessary. Your group will be expected to arrive and/or depart at the time we have scheduled for you.

Description of Event/Activity: _____

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 for the activity indicated above during the date and time listed.
- 2) Sports field usage fee (at Wayne Eddows or the Safety Complex) is \$25 per hour with a 4 hour minimum. The fee is waived if more than 65% of the participants are residents of Auburn

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) The following are prohibited while using the FACILITY:
- a. The carrying or consumption of alcoholic beverages,
 - b. The use of profane or objectionable language and disorderly conduct,
 - c. Dogs (*Dogs that are working as Service Animals per RSA 167-D are allowed provided that the animal is fitted with a collar, leash, vest, sign, or harness of the type which represents that the animal is a service animal, or service animal tag issued under RSA 466:8.*)
 - d. Bouncy houses or inflatables
 - e. Grills
 - f. No Tents with spikes without preapproval
 - g. No solicitation of funds (unless first approved in writing by Parks and Recreation)

Those violating such rules may result in your group being ejected from the premises and/or loss of privileges of using the facility in the future. (Initial) _____

- 5) 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.
- 6) USER agrees to provide a certificate of insurance when requesting usage of any town property with naming the Town of Auburn as additionally insured. This certificate should be updated for each season/year with the Parks and Recreation Department.
- 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, proof of insurance and any payment to: Town of Auburn, Department of Parks and Recreation, PO BOX 309, Auburn, NH 03032 one month prior to usage. Non- receipt of payment one month prior may jeopardize usage.

I have read the rules and regulations governing the use of facilities, as stated hereof, and pledge that the organization and/or individuals for which this application is intended will faithfully execute those rules and assume total responsibility in connection therewith.

USER signature: _____ Date: _____

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Parks and Recreation Use

Date received: _____

Date approved: _____

If applicable, amount received: _____