



TOWN OF FREMONT
PO Box 120
Fremont NH 03044-0120

AGREEMENT TO USE RECREATION PARK - CONCESSION STAND

Date:

Group:

Name/Contact:

Telephone:

Address:

I, _____ on behalf of _____ understand that use of Town Property is a privilege extended to me and that this permit may be cancelled with no notice due to a Town Emergency requiring use of said property. Further that failure to comply with the requirements of this permit as outlined below shall result in cancellation of this permit.

This agreement is intended to allow the _____ (hereinafter User) use of the Town's concession stand at Memorial Park for the week/month of _____ 2010. There is no fee for Town-recognized organizations. The Town of Fremont Parks and Recreation Department (FPR) will have oversight and control of the use of the concession building at all times. In the event that the FPR or an organization appointed by the FPR may need or desire to use the building, with consideration to User, who may have signed up for time periods, that use will override all others. The FPR will try to give as much notice as possible in that event. The intention of the FPR is that during the above time period, the User will have primary use of the building and it's equipment but in no way should it be considered that the User shall have ownership or rental rights to the building. Contents may be stored in the building at the risk of the User and the Town shall not be held responsible for loss, vandalism or theft.

INDEMNIFICATION: Definitions - A. INDEMNITOR - User of Town Facilities
B. INDEMNITEE - Town of Fremont

Indemnitor agrees to indemnify indemnitee from any and all liability, loss or damage including but not limited to bodily injury, illness, death, or property damage that indemnitee becomes legally obligated to pay as a result of claims, demands, costs of judgments against indemnitee arising out of use of Town Property caused by or arising out of the negligence, fault breach of use permit or strict liability of the indemnitor, the indemnitee or third parties whether such negligence, fault breach of use permit or strict liability is sole, joint, or several.

REPAIRS OF FACILITIES: User agrees to pay for the cost of replacement or repair any and all Town Property damaged during use of said Town Property.

SECURING TOWN FACILITIES: User agrees to be responsible for the following:

1. User agrees to properly secure the building and the gates to the park at the end of every day/evening of use.
2. All Town property is to be returned/left according to the FPR / Custodian's specifications.
3. Key arrangements are made, specific to each building/department policy. Key use for concession stand is available by contacting Jon Benson for 2011.

4. All trash is to be cleaned up and removed from the Concession Stand by persons using the facility and disposed of properly in the dumpster on the premise.

RULES WITHIN TOWN FACILITIES:

1. No smoking is allowed in any Town-owned building.
2. No use of alcohol is allowed in any Town building or on any Town property.
3. You must remove all of your trash from the premises and properly dispose of same.
4. Parking shall be in designated areas only.
5. No candles or open flames are allowed in any Town building.
6. There shall be no subletting of this arrangement whatsoever.
7. No outside vending is allowed without the express written permission of the Town of Fremont and the Fremont Parks & Recreation Commission.
8. Acceptable Liability Insurance shall be maintained on file with the Town of Fremont Selectmen's Office.
9. All posted rules and regulations within the park apply to all Users.

APPROVAL PROCESS:

This agreement is valid once signed by all parties. Dates must be verified in advance by contacting Jon Benson at 603 300 8174.

I do hereby certify that I am authorized by _____ to enter into this

Agreement on behalf of the Organization listed and I and _____ agree to the above statement and instructions.

(Signature of Responsible Party)

Approved:

Date: _____

Fremont Board of Selectmen
Duly Authorized

Jon Benson for Fremont Parks & Recreation