

Date Received:

____/____/____

In Rec Desk/ on Calendar
(staff initials):



Newport Recreation Facility Use Agreement

(603) 863-1332

17 Meadow Road, Newport, NH 03773

email: recreation@newportnh.gov

List any items/equipment you wish to bring onto the property:

Name		D.O.B.	
Address		City	Zip
Email		Phone	
Rental Date	Time of rental:	Expected number	
Equipment requested (circle all that apply):			
Mats	Tables	Chairs	Projector TV Other:
Purpose of rental:		AGE PARTY IS FOR:	

	ROOM RENTALS	Resident	Non-Resident	(Fees based on 3-hour rental, includes set-up and clean-up)	Amount due
1.	RUGER Meeting Room (cap 31)	\$50/hour	\$60/hour	Exempt: <i>Newport-based Non-Profits, subject to availability</i>	\$
2.	LOBBY/REC ROOM (cap 33)	\$	\$		\$
3A.	BAR HARBOR ROOM (cap 133)	\$175	\$225	(Additional fees apply after 3 hours of rental)	\$
3B.	REC ROOM/HALF GYMNASIUM (cap 436)	\$275	\$325		\$
3C.	BAR HARBOR ROOM, REC ROOM, HALF GYMNASIUM	\$400	\$475		\$
3D.	BAR HARBOR ROOM, REC ROOM, FULL GYMNASIUM	\$500	\$600		\$
3E.	BAR HARBOR ROOM: activity rental, (insurance waiver mandatory)	\$30	\$40		\$
4.	MEADOW PARK PAVILION	Donation	Donation	Reservations recommended. Based on availability	
5.	GYMNASIUM (based on availability, ½ gym) (cap 600, bleachers 436)	\$100/per hr	\$125.00/hr		\$
6.	NON-PROFIT Newport Area (Deposit & Certificate of Insurance required)	\$30/hr Regular business hrs	\$45/hr Non-business hrs (3 hr min)	3 hour minimum	\$
***	SECURITY DEPOSIT (Refundable via check from Town Office, 2-4 weeks after rental)	SECURITY	DEPOSIT	PAYMENT DUE 14 DAYS IN ADVANCE	\$250.00
Circle one	Cash/Check/Credit Card			Security Deposit Rental Amount Due AMOUNT PAID	\$250.00 \$

SUPERVISION & RESPONSIBILITIES:

1. The FACILITY USER is responsible for the conduct and control of patrons and participants at the event/activity and must be present at the facility throughout the rental period.
2. The FACILITY USER shall see that the facility is left in the same condition as when the group entered. Please remove all trash from the rented rooms and bring it to the dumpster in the parking lot.
3. The FACILITY USER is the responsible adult listed in this agreement and shall be liable for any property damages caused by the activity. The cost of repair or replacement shall be paid, and said person may be denied further use of the facilities.
4. The FACILITY USER shall use only those areas specified and designated by the agreement. The facilities shall not be sublet.
5. The Town of Newport may impose a security/damage deposit on any event/activity deemed necessary and appropriate.
6. **CANCELLATION:** The FACILITY USER must contact the Newport Recreation Department if canceling their event or forfeit their security deposit. Notification of cancellation must be done **five (5)** days before the event date listed.

The USER is not permitted to use bounce houses or inflatable amusements.

Initial _____

7. Insurance

Renter shall provide comprehensive liability coverage during the term of this rental, written on an occurrence basis, with respect to its use of the rented premises. The limits of the insurance coverage shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence. The insurance policy shall cover the Town of Newport and its employees, agents, contractors and officers against any and all liability which may arise as a result of Renter's use of the rented premises.

Renter shall name the Town as an additional insured on Renter's policy of insurance and shall provide the Town with a coverage certificate evidencing such coverage. The insurance policy shall contain a provision that the policy shall not be canceled nor reduced in coverage until after thirty (30) days written notice of such cancellation or reduction in coverage has been given to the Town.

8. Indemnification

To the fullest extent permitted by law, Renter shall fully indemnify, defend (with counsel acceptable to the Town), hold harmless and reimburse the Town, its employees, agents, representatives and officials, from and against any and all claims, demands, suits, damages, losses, expenses, actions, penalties, fines or liabilities of every kind or character, either direct or indirect, at law or in equity, including but not limited to reasonable attorney's fees, investigative, discovery and court costs arising out of or resulting from any acts or omissions of Renter, its employees, agents, contractors and officers associated with any activity or presence of Renter at the rented premises. None of the foregoing provisions shall deprive the Town or Renter of any action, right or remedy otherwise available to the Town or to Renter under the law. In the event that legal action is required to enforce this indemnity provision, then the prevailing party shall be entitled, in addition to all other remedies, to recover the cost of said legal action, including but not limited to reasonable attorney's fees. This obligation to indemnify as provided herein shall survive the termination or expiration of this Rental Agreement, and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of any immunities of the Town, which immunities are hereby reserved to the Town.

9. Term of Rental

This rental shall commence on _____ and shall continue until _____ or until such time as it is terminated by either party. This rental may be terminated by either party within its sole discretion at any time upon thirty (30) days written notice to the other party. If the Town determines that Renter has, at any time, violated any terms and/or conditions of this rental Agreement, the Town may terminate this rental by notifying the Renter, in writing, which shall include the basis of the Town's decision to terminate as well as the date of such termination (which could be effective immediately upon receipt of said notice depending upon the nature of the violation bringing rise to such termination).

At the termination of this Rental Agreement (or any renewal of said Rental Agreement), Renter shall, at its sole cost, remove any and all equipment and/or material which is under the ownership of the Renter. In addition, Renter shall return the rented premises to its original condition including, but not limited to, restoration of any portion of the building that serves as the rented premises and repair of any damages to the rented premises resulting from Renter's use thereof.

USER Signature (Agent for Group or Organization)

Signature of Town Manager or Designee

Date _____

Date _____

Date _____

Date _____

USER/Agent's Phone Number (during the event)

FACILITY RULES

- **No outside shoes are allowed on the gymnasium floor.**
- **No food or drink** is allowed in the gymnasium. Water is acceptable and must be in a covered container.
- **No pets** are allowed inside the premises.
- **No Tobacco, alcohol, or drugs allowed** (Town of Newport Ordinance: Section 22.1.4)
- **Do Not** hang items or use adhesives on the walls.
- **Do not** move furniture without permission from a staff member on duty.

FACILITY USER agrees to hold harmless the Town of Newport, its employees, and agents from any liability for personal injury, bodily injury, contractual liability, and damage to property sustained arising out of the activities of the FACILITY USER or those of its invitees, whether this agreement authorizes such an act or not; FACILITY USER shall pay for all loss or damage to the property of the Town. The Town assumes no responsibility for any property placed on the premises. The FACILITY USER shall be liable for any injuries resulting from negligence during such use and shall bear the cost of insuring against this risk and defending against claims arising from the risk. Proof of insurance: a certificate of insurance in the requested amount may be required.

FACILITY USER agrees that the Town makes no representations or warranties as to the condition of the facilities which the FACILITY USER is using, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER agrees to inspect such property and facilities before they are used and take affirmative steps to warn users or rectify hazards to prevent injury to property and persons.

I have read and agree to all terms and conditions listed on pages one and two of this Facility Use Agreement Form. By signing below, I accept the Hold Harmless Provisions and Usage Criteria on page 2 of this form.

Applicant's Signature _____ **Date** _____



Approved by:

Recreation Director _____ Date _____

Town Manager _____ Date _____