



Tolland Recreation Department

21 Tollard Green Tollard, CT 06084



The Pavilion at Crandall Park Rental Application

Date Requested _____

Applicant's Name _____

Mailing Address _____ Town _____ Zip _____

Person in Charge _____ Phone _____

Email Address: _____

Number of People Expected to Attend _____ (maximum capacity is 75)

Description of Intended Use _____

Requested Hours of Use: Gate Open at _____ Event Starts at _____ Event Over by _____

_____ Yes, we would like permission to serve beer and /or wine and understand we will be billed for the services of a staff person. Hard liquor is not allowed. _____ Renter's initials

_____ No we will not be having beer or wine at our event. _____ Renter's initials

FEES

Tolland Resident(s)/Tolland Non-Profit Group(s) -	\$20.00/4 hour minimum
NonResident(s)/Business Group(s) -	\$40.00/4 hour minimum
Extra Charges: Beer / Wine -	\$25.00 per hour

BEACH FEES (when open for Operation)

Beach access is NOT included in rental of Pavilion, Seasonal per person rate will be charged.

Cancellation of Reservation – cancellations must be received in writing by the Recreation Department at least 10 business days in advance to be eligible for a full refund. If you are forced to cancel the day of the event call 871-3617 and leave a message before the scheduled start time so we can notify the workers.

Conditions for Use are Listed on the Back of this Form Please Read Carefully

I have read and fully understand the conditions for Pavilion use that appear on the back of this form and hereby certify that the intended activity fully meets those conditions. I agree to follow all rules and procedures stated and further agree to reimburse the Town in full for any and all damages to Town property resulting from this use as requested herein.

Signature of Applicant _____ Date _____

For Office Use Only

Approved By _____ Date _____

Conditions for the Use of the Pavilion

- 1) I understand as the renter of this facility, I must be in attendance at the event and agree to abide by and enforce all rules and regulations in effect to insure proper safety, sanitation and the protection of Town property and my guests. Furthermore I will be totally responsible for the control and supervision of people at the event and for any damage to Town property that results from this use.
- 2) I understand that hard liquor is not allowed on Town property and only the consumption of beer and or wine is allowed at certain times. Permission to have beer and or wine at my event must be requested on the application and if approved I understand Town staff are required to present at the event. The Town will determine the number of personnel needed, make the necessary arrangements and bill me at an hourly rate.
- 3) I understand that this rental agreement gives us the exclusive use of the Pavilion, sand volleyball court and the horseshoe pits. I understand that the swimming area and softball field are not included as part of the rental but I may request to use them during their regular hours of operation with the Recreation Departments permission if they are available.
- 4) It is understood that I may drive up to the Pavilion to unload my vehicle but parking is not allowed except in the designated parking areas.
- 5) I understand that glass bottles of any kind are not allowed in the Park and that any recyclable products such as cardboard, plastic, aluminum cans etc. brought in for the event will be removed by us and properly disposed of at the conclusion of the event.
- 6) I agree that I will not use staples, pins, nails or other such items on the picnic tables or Pavilion structure. Fires are allowed only in the grill areas provided. I understand I may ask the Recreation Department's permission to bring and use a gas grill but I will not use it under the Pavilion.
- 7) I understand that the following are also not allowed on Town property: pets on athletic fields, overnight parking, gambling, the sale of alcohol or adult entertainment including movies, dancers, and nudity of any kind.
- 8) I agree that Town property shall not be used by any individual or group for their personal profit. The collection of admissions fees or requesting of donations in conjunction with the use of Town buildings is prohibited unless approved in advance by the Director of Recreation.
- 9) I understand that this permit is being issued to me for the listed use only and that the transferring or reassigning of permits is strictly prohibited.
- 10) I agree it is my responsibility to restore the facility to its original setup and to clean up after the event. This includes the removal of any recyclable materials and putting tables back in their original positions. I understand that the failure to do so will result in my paying custodial charges of a minimum of \$100.00.
- 11) I understand that if I cancel my event, to be eligible for a refund I must notify the Recreation Department in writing at least 10 business days prior to the event.

I understand and agree that the Town of Tolland retains the right to deny any application or to cancel any permit issued prior to the event. The Town also reserves the right to suspend or terminate any scheduled activity while in progress if the Town deems that continuance of the activity will be harmful to Town property or persons there.

Signature

Date

INDEMNIFICATION AGREEMENT

The Facility User shall fully indemnify, defend and hold harmless the Town of Tolland and/or the Tolland Board of Education and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the facility user, and even if caused by the negligence of the Town of Tolland and/or the Tolland Board of Education or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the facility user or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "facility user parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the facility user's or facility user parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the facility user or any facility user's parties.

The facility user hereby covenants and agrees that the Town of Tolland and/or the Tolland Board of Education shall be endorsed on the facility user's policies of insurance as additional insured.

The facility user hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in this Section under rules and guidance #4 containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town of Tolland and the Tolland Board of Education or any of their officers, employees, agents, servants and volunteers

The facility user hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the facility user's insurance is primary and any insurance obtained, or self insurance provided, by the Town of Tolland and/or the Tolland Board of Education is excess.

The facility user's insurance carrier will waive all rights of subrogation against the Town Tolland and the Tolland Board of Education, and all of their respective officers, employees, agents, servants and volunteers.

The facility user hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

- User understands the risk associated when using the facility.
- User acknowledges the Town of Tolland cannot guarantee the facility is a COVID-19 free area.
- User chooses to use facility at his/her own risk.
- User acknowledges if he/she contracts COVID-19, he/she will not sue the Town of Tolland and is assuming the risk.
- User agrees to abide by all state and federal requirements regarding social distancing and use of personal protective equipment.

Signature

Date