

FACILITY PERMIT APPLICATION

TOWN OF EASTON DEPARTMENT OF HEALTH & COMMUNITY SERVICES

15 Barrows St. Easton, MA 02356
Telephone 508-230-0690

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Application Checklist

The Department of Health & Community Services requires all applicants/renters to provide the following:

❖ Completed application including:

Facility request form

Rental summary

Signed Indemnification and Covenant Form

Signed Condition of Use form

Signed Fee Schedule form

A copy of the organization's insurance certificate. It must be for a minimum of \$1,000,000 general liability coverage for both personal injury and damage to property. The Town of Easton must be named as additionally insured. Should note "All Participants Included" in coverage.

If fee is required, it must be submitted following the application approval.

Please attach program, brochure or flyer.

Plans to provide any food or beverage may require a **Temporary Food Permit** from the Board of Health. The permit is online at www.easton.ma.us under Board of Health or call 508-230-0620. Confirm with the Community Programs office. Please send a copy of the approved permit to Programs@easton.ma.us and display the approved permit in the snack bar during your event.

Fees will help to offset facility maintenance costs

Rentals of Frothingham Hall will require the signature of the Director of Health & Community Services and or the signature of the Town Administrator.

I have read and understand all conditions of use, permit requirements, and fees to be assessed.

Responsible Applicant

Date

Facilities, Date/Time request(s)

Responsible Applicant: _____

Best daytime telephone: _____

Organization (NA if resident rental): _____

Email: _____

Rentable space(s) requested:

Edwin Keach Park and Field Complex <i>49 Chestnut St, Easton, MA 02356</i>
Softball field #1 (Northern Field)
Softball field #2 (Southern Field)
Grass field #1 (Northern Field)
Grass field #2 (Southern Field)
Snack bar (if food is served, BOH permit is required)

Unionville Park & Courts <i>184 Washington St. Easton Ma 02356</i>
Pickleball court 1
Pickleball court 2
Pickleball court 3
Pickleball court 4
Pickleball court 5
Pickleball court 6
Tennis court
Basketball court
Ali's Park <i>74 Pine St, South Easton, MA 02375</i>
T-ball field
Gazebo

Torie's Place Park and T-ball field <i>115 Main St, Easton, MA 02356</i>
Picnic area
T-ball field

Frothingham Hall <i>15 Barrows St. Easton MA 02356</i>
Activity room
Main Hall
Patio area

Please list the rentable space(s) you are hoping to secure:

Please list the day(s) and or date range, as well as the time(s) you are interested in renting your listed space(s). Please note set up, start, end, and breakdown times needed. Please indicate if this is a recurring request. Be sure to include a rain date if desired.

Date(s) or date range requested and time(s) requested:

(Ex, Recurring Mondays & Wednesdays, from 6/X/XX-8/X/XX, 5-6pm set up, 6-8:30pm event, 8:30-9pm breakdown)

Rental Summary

1. Please provide the following information related to your request:
 - a. Purpose and description of rental. If there are any marketing materials, please attach them with your application:

 - b. Number of guests/participants?:

 - c. Will there be food provided?:
 - i. If yes, BOH food permit can be secured in advance. Contact our office for details.

 - d. Do you anticipate needing additional portable restrooms beyond what is provided on requested sites?

 - e. Do you intend on charging guests/participants or solicit donations(Yes/No)?:
 - i. If yes, please note the amount(s) charged:

 - f. For groups running programs with youth/older adults/vulnerable populations, please provide conformation that all facilitators are CORI'd and adhere to state recommended background checks (Yes/No):

 - g. Will you need to store equipment related to this rental on-site? If yes, please note any items:

 - h. Please include any other pertinent details that our office should be aware of prior to entering this agreement

Signature of Applicant

Date

Department Approval

Date Approved

Town of Easton Indemnification Agreement and Covenant

REQUIRED BY ALL GROUPS USING THE TOWN OF EASTON FACILITIES

For and in consideration of being granted a **Use of Town of Easton Facilities Rental Agreement** to access and use the,

_____ (Name of Facility to be used)

_____ (Name of Responsible Applicant/Organization)

referenced as (Applicant) hereby agrees to indemnify and hold harmless the Town of Easton, and all their past, present and future officers, officials, agents, servants, employees, against any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission or negligence of the Applicant or anyone claiming under the Applicant (including, but without limitation officers, agents servants, invitees, guests, students, volunteers, of the Applicant and employees and contractors of the Applicant), at or about the premises.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or a proceeding brought thereon or the defense thereof. If the Applicant or anyone claiming under the Applicant or the whole or any part of the property of the Applicant or anyone claiming under the Applicant shall be injured, lost or damaged by theft, fire or steam or in any other way or manner, no part of said injury, loss or damage is to be borne by the EPS or its agents unless caused by the negligence of the EPS.

Applicant shall maintain commercial general liability insurance, with respect to the premises and its appurtenances, issued by insurance companies authorized to do business in the Commonwealth of Massachusetts, naming the Town of Easton as additional insured, in an amount not less than One Million Dollars (\$1,000,000) combined single limit for both bodily injury and property damage. **Applicant shall deliver to Easton Health & Community Services prior to commencing use of the Town of Easton's premises the policies of such insurance, or certificates thereof. Each such policy shall provide that the same shall not be modified or terminated without at least ten (10) days written notice to each named insured.(Applicant is advised that failure to maintain such commercial general liability insurance may result in Applicant being subject to potential liability for claims arising under or through the use of this license.)**

Applicant shall, at its own cost and expense, with counsel approved by the Town of Easton, defend any and all suits and actions (just or unjust) which may be brought against the Town of Easton or in which the Town of Easton may be impleaded with others upon any such above-mentioned matter, claim or claims, unless such other suit or action is the direct result of Town of Easton's negligence. The Applicant agrees that it shall not file any claim, complaint, charge or lawsuit against the Town for any matter, claim or incident, known or unknown, which occurs or arises out of Applicant's use of this license.

RESPONSIBLE APPLICANT: _____ (Title) _____ Date: _____

The Certificate of Insurance is attached, designates the location covered as the Town of Easton in which the event is held, and indicates coverage is for the period of the event.

DEPARTMENT _____ DATE _____

Conditions of use for Easton Public Spaces

- All users shall agree to hold the Town of Easton, their agents, officers, and employees harmless from all property damage or personal injury, including death, resulting from the negligence of users relating to the use of the facilities, grounds, equipment or furniture.
- Minors may not rent Town of Easton facilities. All applicants must be +18yrs old.
- Rental agreements are not transferable. It is required that users secure general liability insurance naming the Town of Easton as additional insured in an amount not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property, including coverage of participants involved. The Town of Easton assumes no liability for injury to any person present on Town of Easton property as the result of a permit issued to any organization or person. The Town further assumes no liability for damage and loss to equipment, and the holder of the permit shall be responsible and liable for damage and loss to the building or the equipment thereof.
- All users of the Town of Easton's facilities are subject to the General Laws of the Commonwealth of Massachusetts prohibiting the practice of hazing, gambling, smoking and the use of alcoholic beverages, controlled substances or firearms and other dangerous weapons in any Town of Easton facility.
- The following items may be permitted on the premises with the approval of the Town Administrator: weaponry used in historical reenactment programs, such as muskets (no powder or flints), bayonets and swords; fencing weapons, including a foil, épée and sabre; by bands or majorettes, including batons, sticks, rifles and performance flags
- If the Department of Health & Community Services determines that a police detail is required for public safety and/or traffic control, the user will be notified and will be responsible for making the arrangements with the Easton Police Department. All expenses necessary for a police detail shall be the responsibility of the user and will be charged accordingly.
- The applicant will be responsible for all attendees involved in the function, i.e., participants, observers and/or anyone who enters the facility when it is under control of the applicant. If those in charge of the event do not properly supervise attendees, the Department of Health & Community Services reserves the right to hire such supervision and to charge the user. Exercising such right to hire will not incur any liability to the Department of Health & Community Services.
- The user may not allow attendance at an event to exceed the rated capacity of a facility as determined by applicable fire and safety codes.
- The sponsoring organization must take responsibility for ensuring that only the facilities noted on the application are used and that the remaining parts of the building/facility are not accessed.
- At no time should any employee be paid in cash. No tipping allowed.
- Accidents or damages that occur during the use of the facility must be reported to the Department of Health & Community Services or designees within twenty-four (24) hours.
- All fields must be vacated by dark. Park hours are dawn to dusk unless otherwise noted.
- Sponsoring groups submitting permit applications will not discriminate on the basis of race, color, national origin, gender, age, disability, sexual orientation, religion, marital status, changes in marital status, pregnancy, parenthood, veteran status, or political affiliation, nor will the

groups or individuals deny access to the activity based upon any of the identifying factors listed above.

- If the Department of Health & Community Services has not closed the field due to unfavorable conditions, it is still the responsibility of the permit holder to determine if an activity can be held due to wet or unfavorable conditions.
- Fields are not to be used if they contain standing water, muddy surfaces, or potentially damaging conditions.
- The user shall be responsible to reimburse the Department of Health & Community Services for any costs incurred that exceed the security deposit for any damages to the facility resulting from the individual or organization's use.
- There is no guarantee that fields reserved in permits will be lined. It is the responsibility of the permit holder to make such arrangement with the Department of Health & Community Services. No renter is allowed to line the fields.
- Food service or sale may require a Temporary Food Permit from the Board of Health.
- Requested kitchen facilities and equipment use shall be coordinated with the staff at Frothingham Memorial Hall.
- No open flames shall be allowed in Frothingham Memorial Hall unless approved by the Easton Fire Department according to the Requirements for Open Flame Devices.
- Decorations, posters, etc., will not be affixed to any part of a building unless specific approval is authorized by Director of HCS.
- No littering. All trash must be picked up and placed in the nearest receptacle.
- If using the Snack Bar all trash/recycling needs to be carried away for disposal.
 - Take all food and drinks with you. Our facilities are noted as carry-in/carry-out unless posted otherwise.
 - Unplug refrigerator and prop door open.
 - Lock snack bar door and return key to lockbox.
- Permit holders shall leave the facility in the same or better condition.
- Unless special permission is obtained, use of a Frothingham Memorial Hall shall terminate at 11:30 p.m. and all equipment and supplies brought onto the town premises shall be immediately removed. The Town of Easton shall not be responsible for equipment and/or supplies on the property.

Failure to assume these responsibilities will jeopardize any future rental requests and may result in immediate revocation of permit(s).

I have read and understand the Conditions of Use

Responsible Applicant

Date

Fee Schedule

All fees will either be due prior to scheduled event, or, on a monthly basis for all recurring reservations. All sites are subject to a minimum deposit of 10% the total booking at the time of approval. Deposits can be rolled into final or monthly invoices.

Recreation Fields & Courts

Tier 1: Easton Residents.....\$10/hr/field
Tier 2: Non-Profit Youth and or Adult organizations.....\$15/hr/field
Tier 3: For profit organizations.....\$25/hr/field

Gazebo/Picnic areas

Tier 1: Easton Residents.....\$40/3hr
Tier 2: Non-Profit Youth and or Adult organizations.....\$50/3hr
Tier 3: For profit organizations.....\$65/3hr

Snack Bar

Tier 1: Easton Residents.....\$25/hr
Tier 2: Non-Profit Youth and or Adult organizations.....\$35/hr or Revenue split
Tier 3: For profit organizations.....\$45/hr or Revenue split

Frothingham Hall:

No fee

**The Department of Health & Community Services reserves the right to adjust fees at their discretion
Once a facility permit is processed, no refund will be given.**

Acknowledgement of fees

Responsible Applicant

Date

Town Approvals:

Director of Health & Community Services or designee

Date

Town Administrator or designee

Date