

TOWN OF MONTVILLE
MONTVILLE PARKS & RECREATION DEPARTMENT
310 Norwich-New London Tpke.
Uncasville, CT 06382
860-848-6780

Name/Organization _____

Phone Contacts: Home _____ Work _____ Cell _____

Address _____ Town _____ Zip _____

Date of Event _____ Time Period _____ People Expected _____

Email address: _____ What fee are you charging? _____

Facility Requested (please check box) **Deposits are refunded at \$50/residents and \$25/non-residents upon successful inspection after use.**

- ☐ Community Center Classroom \$100/4 hours (\$25 each additional hour)
- ☐ Community Center Gymnasium \$150/4 hours (\$25 each additional hour)
- ☐ Camp Oakdale Large Pavilion \$175/6 hour rental, (Full day rental \$300) \$100 deposit
- ☐ Camp Oakdale Small Pavilion \$100 hour/6 hour rental, (Full day rental \$200) \$100 deposit
- ☐ Camp Oakdale Softball Field \$50/hour (Full day use \$500)
- Are lights needed (\$50/ hour) ? ☐ Yes ☐ No (check one)
- ☐ Multipurpose Field \$50/hour (Full day use \$500)
- ☐ Kobyluck Field \$75/hour (Full day use \$500)
- ☐ Pickleball / Tennis Courts \$100/hour (Full day use \$500)

Describe activity to be held at the site:

A certificate of Insurance is required for the use of any facility. Policy must identify the Town of Montville as the Certificate Holder with limits no less than \$1,000,000 per occurrence.

The undersigned, duly authorized representative of the applicant, has read and agreed to the Facilities Policies and Regulations of the Town of Montville and will be responsible for the conduct of affairs, damage done to property, and rigidly enforcing the “No Smoking” and “No Alcoholic Beverage” statutes at the site. If Town Authorities deem it necessary for there to be Police or Maintenance personnel present the applicant agrees to pay for said presence.

Applicant Signature Date

Parks & Recreation Approval/Denial (check one)

Commission ☐ Approval ☐ Denial: _____
Date Department Signature Date

Date Keys Issued Date Keys Returned

TOWN OF MONTVILLE USE AND INDEMNIFICATION AGREEMENT

The Organizer/or Organization has requested, and the Town has approved, the Organizer/or Organization's use of _____, including restroom and parking facilities, for the purpose(s) of _____. Neither the Organizer/or Organization, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the property covered by this Agreement.

The Organizer/or Organization shall fully indemnify, defend and hold harmless the Town of Montville and/or the Montville 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 Organizer/or Organization, and even if caused by the negligence of the Town and/or the 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 Organizer/or Organization or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, volunteers, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Organizer/or Organization Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this agreement, out of the Organizer/or Organization's Parties' Acts concerning its or their duties and obligations as set forth in this agreement, 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 Organizer/or Organization or any Organizer/or Organization's Parties.

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

The Organizer/or Organization hereby further covenants and agrees to obtain a policy of insurance, which shall insure Organizer/or Organization, as well as Town, against all claims for injuries to persons or for death occurring in or about the property, in the amount of at least ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00), and against all claims for damages to or loss of property occurring in or about the property in the amount of at least TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00), and workers compensation in statutory limits, containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town and/or Board of Education or any of their officers, employees, agents, servants and volunteers

The Organizer/or Organization hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Organizer/or Organization insurance is primary and any insurance obtained, or self insurance provided, by the Town/City and/or Board of Education is excess.

The Organizer/or Organization's insurance carrier will waive all rights of subrogation against the Town and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers. The Organizer/or Organization 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.

At all times, the Organizer/or Organization and its guests and invitees, shall comply with the Town's rules, regulations, and policies. The Organizer/or Organization and its guests and invitees shall (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the Town's employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The Organizer/or Organization is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, volunteers, participants, as well as any other individual who will attend or view the contemplated activities, comply with these requirements.

The Organizer/or Organization shall, at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the Organizer/or Organization's intended use of the Town's property. Organizer/or Organization shall ensure that the Town's property is not altered, modified or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the Town, be a basis to immediately terminate this Agreement.

The Organizer/or Organization hereby further shall clean and disinfect the area used by the Organizer/or Organization immediately after its use to include but not limited to tables, chairs, door handles, bathroom fixtures, light switches and any other touch points the user has access to in accordance with CDC guidelines found on its website <https://www.cdc.gov/coronavirus/2019-ncov/community/cleaning-disinfecting-decision-tool.html>

The Organizer/or Organization _____ has reviewed and will adhere to the State of Connecticut's most recent guidelines in regard to the REOPEN CONNECTICUT Sector Rules as it relates to the COVID-19 Pandemic. Failure to adhere to the guidelines may result in loss of field or property usage.

The Organizer/or Organization agrees that while using the property, it will not discriminate on the basis of race, color, sex, religion, creed, national origin, ancestry, age, marital status, sexual orientation, political affiliation or because the employee is a veteran or a qualified individual with a disability.

Signature of Authorized Organizer/or person for Organization

Name

Street

City/State

Date