

**Nahaco Park Commission
Rental Agreement**

Renter is hereby given permission to use those facilities at Nahaco Park identified below upon the following terms and conditions:

I. Renter:

Renter Name: _____ Organization/Group _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ E-Mail: _____ Cell phone: _____

II. Facilities Requested (Circle all requested)

Dining Hall Dining Hall & Kitchen Upper Pavilion
Upper Field (Specific Use:) _____ Waterfront (Specific Use:) _____

III. Purpose of Rental: _____

Alcohol consumption request (Yes/No) _____ (Requires prior approval)

IV. Rental Period (Rental period ends at 11pm of registered day)

Date(s) Requested: _____ Time: Start _____ AM / PM End _____ AM / PM

V. Fees (Fee based upon the maximum capacity of 150 people)

Rental Fee: _____ Security Deposit: \$100 Other Fee: _____ Total: _____

VI. Indemnification

Renter agrees to indemnify, defend and hold the Town of Woodstock, Town of Eastford, Nahaco Park Commission, their chartered affiliates, agents, servants, employees, officers, and directors, harmless from and against any and all claims for damages to persons and/or property arising from the occupancy and use of the facilities and premises at Nahaco Park licensed hereunder, including the related parking areas, buildings and equipment, by the renter, its servants, agents, invitees, and licensees, and whether before or after the stated term of this Agreement, or for the stated purpose of this Agreement.

Renter will be responsible for, and shall indemnify, defend, and hold the Town of Woodstock, Town of Eastford and Nahaco Park commission harmless from and against any and all claims for damages to renter's property and that of renter's agents, employees, invitees, and renters related to the use and occupancy of the facilities and premises.

A Certificate of Insurance is required evidencing General Liability insurance with a minimum limit of liability of \$300,000 combined single limit and evidencing that the Nahaco Park Commission, Town of Eastford and Town of Woodstock are additional insureds with respect to the renter's use of both the Dining Hall and other facilities.

Renter Insurance Certificate Number* _____ (copy must be attached to this letter)
Insurance Company: _____ Insurance Agent: _____
Address: _____ Telephone: _____

VII. Non-exclusivity of Use. The Renter may have exclusive rights to certain facilities specifically denoted in Section II and usage rights outlined in this Agreement; however, the Nahaco Park Commission may permit the residents of the Town of Eastford and the Town of Woodstock to use the property at any time for general recreational activities including, but not limited to, hiking, fishing, cross country skiing, horseback riding and aquatic activities. Nahaco Park Commission may also permit other parties not denoted under Section II in this Agreement.

XIV. The Security Deposit will be held by the Nahaco Park Commission until the building or area of use has been inspected upon completion of use. Upon satisfactory inspection by the Nahaco Park Commission, the Security Deposit will be refunded. If the Renter cancels this event less than forty five (45) days prior to the date of the event, the security deposit will be forfeited.

XV. In the event that the Nahaco Park Commission determines that there is/will be any violation of this Agreement or State and/or Town of Woodstock and/or Town of Eastford regulations, they have the right to cancel the event for cause at any time, including during the event. The Nahaco Park Commission will not be responsible for any losses suffered by the Renter when the event is cancelled for cause, acts of God, inclement weather, or fire.

XVI. The Nahaco Park Commission reserves the exclusive and final right of approval for the use of the Nahaco Park and the use of its facilities and premises. **The Nahaco Park Commission or its agents shall have free access to the areas rented to the Renter at all times.** In the unlikely event the Nahaco Park Commission decides to cancel an event for reasons other than those of Section XV, they will make every effort to notify the Renter in a timely fashion.

XVII. This Agreement may not be assigned by the Renter without the prior express written consent of the Nahaco Park Commission.

XVIII. If any section, provision, or portion of this Agreement shall be held invalid for any reason, such invalidity shall not be construed to invalidate any other section, provision, or portion thereof.

Nahaco Park Commission Representative:

Renter:

Printed Name _____
Signature _____
Date _____

Printed Name _____
Signature _____
Date _____