

Application for Town of Essex Facility Use

1. APPLICANT:

- a. Name of Applicant: _____
- b. Phone Number: _____
- c. Email address: _____

2. FACILITY: What Facility are you requesting use of: _____

3. OCCUPANCY. What will be the maximum occupancy of your event _____
(Include all persons, including user's employees, agents, contractors, licensees, guests, and invitees.)

4. DATE and TERM OF USE. Such Event will take place on _____
(month day, year), from _____ (starting time, with a.m. or p.m.) until
_____ (ending time, with a.m. or p.m.). Please include setup and cleanup time in
your requested time slots.

5. TERMS OF FACILITY USE. The User understands and agrees to all of the following
terms of use:

- The sale, possession, consumption, and use of tobacco, marijuana, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
- Requestors to use the Essex Police conference room acknowledge they have read, understand and fully accept the Emergency Operations Center exemption outlined under Priority of Use section of this policy.
- Animals are not permitted inside the Facility with the exception of service animals.
- No sign or temporary structure may be placed on the premises without obtaining advance written approval from the Town. Any signs or temporary structures placed on the premises by User shall be promptly removed by the User at the end of the Event.
- The Facility, its appurtenances, and any equipment contained therein may not be injured, damaged, marred, or defaced in any way. Neither shall nails, hooks, tacks, or screws be driven into any wall or other part of the Facility.
- User is responsible for cleaning the Facility immediately after the Event. All trash should be removed from the facility, and surfaces should be cleaned.
- Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities.
- User is responsible for the cost of all repairs to the Facility required as a result of damage caused by User or User's employees, agents, contractors, licensees, guests, or invitees.
- Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
- For all Events involving minors (persons 17 years or under), there shall be at least 1 adult(s) over 18 years of age for every 8 minors for the duration of the Event.

- The Town does not warrant or represent that the Facility is safe and suitable for User's purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and Facility in connection with User's purposes that Town is providing the premises and Facility on an "as is" basis.
- User is responsible for all actions of its participants and guests;
- User that is in violation of the foregoing terms of use will be expected to immediately vacate the premises of Town
- The Town reserves the right to immediately terminate this Agreement and User's use of the Facility in the event of any violation of the foregoing terms of use without liability to Town. In the event that User's use of the premises and facilities involves participants who are minors (including the minor children of participants), then User shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult.

- 6. VACATING FACILITY.** At the expiration of the above stated date and time, or upon the earlier termination of this Agreement, User will promptly and peaceably vacate the Facility and remove its employees, agents, contractors, licensees, guests, and invitees and their property from the Facility and conduct the cleaning activities specified in Section 5 of this Agreement so that the Facility is in the same condition as at the inception of the Event.
- 7. INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY.** The Town is not liable for any injury to persons or loss or damage to private property which occurs during the Event. User is financially responsible for any damage to or loss of Town property that occurs during the Event.
- 8. INDEMNIFICATION AND HOLD-HARMLESS.** User agrees to indemnify and hold the Town, its officers, agents, and employees, harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by User and User's employees, agents, contractors, licensees, guests, and invitees.
- 9. RIGHT OF ENTRY AND TERMINATION.** The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm User's conformance to this Agreement. If the Town determines, in its sole judgment, that User has breached a term of this Agreement, the Town shall have the right to immediately terminate this Agreement prior to the expiration of its term without any refund to User.
- 10. CONFORMANCE WITH THE LAW.** User agrees that User will abide by and conduct its affairs in accordance with the Town's Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility during the contracted time frame for its entry and use.

