

**TOWN OF PROCTOR, VERMONT  
BEAVER POND PARK FACILITY USE AGREEMENT  
FOR AFTER DUSK OR OVERNIGHT USE**

This Agreement, dated \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Proctor, and

\_\_\_\_\_  
[Name of the organization requesting to use a Proctor municipal Facility]

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town allows use of Beaver Pond Park Facility in Proctor, Vermont for after dusk and overnight use with a facility use agreement. There is a \$5.00 per night fee for overnight use and overnight use will be limited to three (3) nights.

2. **EVENT.** Describe the Event for which the Facility will be used:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **DATE and TERM.** The date of the Event will be \_\_\_\_\_, from \_\_\_\_\_ (a.m./p.m.) until \_\_\_\_\_ (a.m./p.m.).

4. **OCCUPANCY.** Occupancy of the Facility will be limited to \_\_\_\_\_ persons, if applicable.

5. **INSURANCE.** For groups of 10 or more, user will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Proctor is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Town with a certificate of insurance.

If you cannot provide proof of insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) from Entertainment Brokers International through a program offered by the Vermont League of Cities and Towns. For more information about how to purchase your TULIP please contact the Town Office at 459-3333 extension 13.

6. **SECURITY DEPOSIT.** Although there is no rental fee charged for use of the Facility, Users will be required to pay the Town a security deposit at the signing of this Agreement.

7. **OBLIGATIONS OF USER.** At the end of the use term, User will return the Facility in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by User and/or User's guests.

8. **RETURN OF SECURITY DEPOSIT.** Within three (3) business days following the Event, the Town will inspect the Facility. If User and/or User's guests have not caused any damage to the Facility, the Town will return the security deposit to User by first class mail within five (5) business days. If User and/or User's guests *have* caused damage to the Facility, the Town may retain all or a portion of the security deposit. If the Town retains any of the security deposit, it will give written notice to User specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not

be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

9. 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 guests, agents, or employees.
10. ASSIGNMENT. This Facility Use Agreement is not assignable to any other person or entity.
11. 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 and prior to the conclusion of the Event.
12. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with this Agreement 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.

The parties have executed this Agreement at \_\_\_\_\_, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF PROCTOR

RESPONSIBLE PARTY

By \_\_\_\_\_  
[Duly authorized Agent]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Organization, if applicable]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, Zip]

\_\_\_\_\_  
[Telephone Number]

## Facility Use Agreement Form Instructions

Use of Beaver Pond Park Area in the Town of Proctor for private functions after dusk or overnight use are permissible only with approval of the Proctor Selectboard. To obtain approval for private use of Town of Proctor facilities, please follow the instructions below.

1. Provide all of the information requested in the Beaver Pond Park Facility Use Agreement.
2. Permitted users will be required proof of insurance. Insured will submit one (1) copy of a certificate of liability coverage, with the Town of Proctor is listed as an additional insured. Coverage limits are specified in section 6 of the Facility Use Agreement. Your request will not be considered without proper proof of insurance.
3. Return completed Facility Use Agreement to the Proctor Selectboard at 45 Main Street, Proctor, VT 05765. The Selectboard meets on the second and fourth Monday of each month. Facility use requests will be considered at the regular meetings of the Selectboard so please plan accordingly.
4. If you need help completing the Facility Use Agreement, contact the Town Manager, Stan Wilbur, at 459-3333 x13.