



Tolland Recreation Department

21 Tollard Green Tollard, CT 06084—(860)-871-3610



The Pavilion at Crandall Park Rental Application

EVENT & CONTACT INFORMATION

EVENT DATE: _____

Rental Time: Event Start Time: _____ Event End Time: _____

Purpose of the Pavilion Rental: _____

Number of guests expected: _____ (Maximum Pavilion Occupancy 75 people)

Applicant Name: _____ D.O.B. _____

Person in Charge: _____ D.O.B. _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

APPLICANT SIGNATURE: _____ DATE _____

RENTAL FEES

*Will you be bringing in and serving beer and/or wine at your event?

(Check One) Yes _____ No _____ Renter's Initials _____

| <u>MINIMUM RENTAL REQUIREMENTS</u> | <u>RENTAL FEE STRUCTURE</u> | <u>WITHOUT ALCOHOL</u> | <u>WITH ALCOHOL</u> |
|------------------------------------|-----------------------------------|------------------------|---------------------|
| Monday-Thursday (minimum 3 hours) | Tollard Resident Fee: | \$20 per hour | \$45 per hour |
| Friday-Sunday (minimum 4 hours) | Non Resident/Business: | \$40 per hour | \$65 per hour |
| | Tollard School/Tollard Nonprofit: | \$20 per hour | \$45 per hour |

The Town of Tollard retains the right to deny any application or to cancel any permit issued prior to the event. The Town also reserves the right to suspend or terminate any scheduled activity while in progress if the Town deems that continuance of the activity will be harmful to the Pavilion or persons in attendance.

Cancellation of Reservation - To be eligible for a refund I must notify the Recreation Department in writing at least 30 days prior to the actual event date. Cancellations received with less than 30 days notice will be pro-rated (less than 30 days 50%) (less than 15 days No Refund will be given). If you are forced to cancel the day of the event call 860-871-3617 and leave a message before the scheduled start time so we can notify the workers.

OFFICE USE ONLY

Approved by: _____ Date: _____

Fee Received: _____ Date: _____

Pay Worker: _____ Amount _____



Tolland Recreation Department

The Pavilion at Crandall Park Disclaimers



Pavilion users must agree to abide by and enforce all rules and regulations in effect to insure proper safety, sanitation, and the protection of Town property.

- 1) I understand as the renter of this facility, I must be in attendance at the event and agree to abide by and enforce all rules and regulations in effect to insure proper safety, sanitation and the protection of Town property and my guests. Furthermore I will be totally responsible for the control and supervision of people at the event and for any damage to Town property that results from this use.
- 2) I understand that hard liquor is not allowed on Town property and only the consumption of beer and or wine is allowed at certain times. Permission to have beer and or wine at my event must be requested on the application and if approved I understand Town staff are required to present at the event. The Town will determine the number of personnel needed, make the necessary arrangements and bill me at an hourly rate.
- 3) I understand that this rental agreement gives us the exclusive use of the Pavilion, sand volleyball court and the horseshoe pits. I understand that the swimming area and softball field are not included as part of the rental.
- 4) It is understood that I may drive up to the Pavilion to unload my vehicle but parking is not allowed except in the designated parking areas.
- 5) I understand that glass bottles of any kind are not allowed in the Park and that any recyclable products such as cardboard, plastic, aluminum cans etc. brought in for the event will be removed by us and properly disposed of at the conclusion of the event.
- 6) I agree that I will not use staples, pins, nails or other such items on the picnic tables or Pavilion structure. Fires are allowed only in the grill areas provided. I understand I may ask the Recreation Department's permission to bring and use a gas grill but I will not use it under the Pavilion.
- 7) I understand that the following are also not allowed on Town property: pets on athletic fields, overnight parking, gambling, the sale of alcohol or adult entertainment including movies, dancers, and nudity of any kind.
- 8) I agree that Town property shall not be used by any individual or group for their personal profit. The collection of admissions fees or requesting of donations in conjunction with the use of Town buildings is prohibited unless approved in advance by the Director of Recreation.
- 9) I understand that this permit is being issued to me for the listed use only and that the transferring or reassigning of permits is strictly prohibited.
- 10) I agree it is my responsibility to restore the facility to its original setup and to clean up after the event. This includes the removal of any recyclable materials and putting tables back in their original positions. I understand that the failure to do so will result in my paying custodial charges of a minimum of \$100.00.
- 11) I understand be eligible for a refund I must notify the Recreation Department in writing at least 30 days prior to the actual event date. Cancellations received with less than 30 days notice will be pro-rated (less than 30 days 50%) (less than 15 days No Refund will be given). If you are forced to cancel the day of the event call 860-871-3617 and leave a message before the scheduled start time so we can notify the workers.

I understand and agree that the Town of Tolland retains the right to deny any application or to cancel any permit issued prior to the event. The Town also reserves the right to suspend or terminate any scheduled activity while in progress if the Town deems that continuance of the activity will be harmful to Town property or persons there.

Applicant Acknowledges Policies By Initialing

_____ **Renter's Initials**



Tolland Recreation Department

The Lodge at Crandall Park II Disclaimers

INDEMNIFICATION AGREEMENT

The Facility User shall fully indemnify, defend and hold harmless the Town of Tolland and/or the Tolland 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 facility user, and even if caused by the negligence of the Town of Tolland and/or the Tolland 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 facility user or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "facility user parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the facility user's or facility user parties' Acts concerning its or their duties and obligations as set forth in this contract, 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 facility user or any facility user's parties.
- (4) I understand as the applicant that I must provide the Town with proof of insurance with a minimum coverage of \$300,000 for bodily injury and property damage. If I use a caterer they must provide the Town with proof of a minimum coverage of \$300,000 liability insurance.

The facility user hereby covenants and agrees that the Town of Tolland and/or the Tolland Board of Education shall be endorsed on the facility user's policies of insurance as additional insured. Note that users not purchasing the "TULIP" coverage, but using their own personal liability coverage, may not be able to have the Town and/or BOE added as additional insured.

The facility user hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in this Section under rules and guidance #4 containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town of Tolland and the Tolland Board of Education or any of their officers, employees, agents, servants and volunteers

The facility user hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the facility user's insurance is primary and any insurance obtained, or self insurance provided, by the Town of Tolland and/or the Tolland Board of Education is excess.

The facility user's insurance carrier will waive all rights of subrogation against the Town Tolland and the Tolland Board of Education, and all of their respective officers, employees, agents, servants and volunteers.

The facility user 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.

- User understands the risk associated when using the facility.
- User acknowledges the Town of Tolland cannot guarantee the facility is a COVID-19 and other communicable diseases/illnesses free area. User chooses to use facility at his/her own risk.
- User acknowledges if he/she contracts COVID-19, he/she will not sue the Town of Tolland and is assuming the risk.
- User agrees to abide by all state and federal requirements regarding social distancing and use of personal protective equipment.

Signature

Date