



Facility/Premises License Agreement Instructions

A temporary license to use public facilities or premises in the Town of Boscawen for private functions is permissible with approval of the Board of Selectmen. To submit a request for a temporary license to use the Town of Boscawen facilities or premises, please follow the instructions below.

1. Provide all of the information requested in the Facility/Premises License Agreement.
2. Submit one (1) copy of your certificate of liability coverage, in which The Town of Boscawen and the Boscawen Congregational Church are listed as additional insureds, and attach the actual additional insured provision or endorsement from your liability policy. Liability coverage limits must be no less than \$1,000,000 per occurrence. Your request will not be considered without proper proof of insurance.
3. You will be required to carry insurance, indemnify the Town and provide a security deposit and rental fee. Requests to waive any of these requirements must be made to the Board of Selectmen and will be granted only when based on substantial hardship.
4. If you do not have liability insurance for your event, you can purchase a Tenant User Liability Insurance Policy (TULIP) for more information on how to purchase your TULIP insurance please visit <https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx> use venue # 0B54-255.
5. Return the completed Facility/Premises License Agreement to Town Office for review. Please allow 7 days for review and approval.
6. If you have questions regarding the Facility/Premises License Agreement, please call 753-9188 x301.
7. Carefully review the attached policy and rules regarding private use of public premises in the Town of Boscawen.

**TOWN OF BOSCAWEN, NEW HAMPSHIRE
FACILITY/PREMISES LICENSE AGREEMENT**

This Agreement, dated _____, 20____ by and between the Town of Boscawen, And _____ (“User”), is for a temporary revocable License to use a public facility or premises in the Town of Boscawen for a private function.

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

1. FACILITY/PREMISES. The Town allows use of the Boscawen Town Hall at 14 High Street, For the Event described below, subject to the terms and conditions set forth below.

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

3. DATE and TERM of LICENSE. The date of the Event will be _____, From _____ (a.m. /p.m.) until _____ (a.m./p.m.), at which time the LICENSE expires.

4. NATURE OF LICENSE. License to use the Facility/Premises will be temporary, revocable, and conditional. The Town of Boscawen reserves the authority to revoke the license in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon the license in the public interest.

5. SMOKING and ALCOHOL. Smoking is prohibited in the Facility/Premises. Possession, service, and consumption of alcohol is prohibited in the Facility/Premises unless specifically approved.

Alcohol service requested _____

Name of alcohol vendor _____

Vendor’s insurance & licensing proven _____

Alcohol service approved _____

Alcohol service denied _____

Reasons for denial _____

Conditions of alcohol service approval:

- Alcohol may only be served by a single licensed, insured, and approved vendor, which will be the sole source of alcoholic beverages at the function.
- The service vendor must include the Town of Boscawen as an additional insured on its liability policies in relation to the function.

- Alcohol service must strictly comply with all applicable laws and regulations.
 - Alcohol service will occur in a single designated and secure area, and shall be distributed to legally appropriate persons, only by the vendor.
 - Intoxication is prohibited.
 - Persons who are intoxicated or who appear intoxicated shall not possess or consume alcohol, and must safely leave the event without operating a motor vehicle.
 - Additional Conditions: _____
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6. **INSURANCE.** User will procure and maintain at its sole cost and expense, comprehensive general Liability insurance in which the Town of Boscawen and the Boscawen Congregational Church are additional insureds with coverage of \$1,000,000 per occurrence. User will furnish the Town with a certificate of insurance and endorsement. If you cannot provide proof of insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) through a special program. For more information on how to purchase your TULIP please call 753-9188 x301.

If the function and vendor are approved for alcohol service, the vendor serving alcohol will be required to submit proof of licensure and insurance, to include general liability, liquor liability, automobile liability, property, and workers compensation. The Town of Boscawen and The Boscawen Congregational Church shall be included in the vendor's liability policies as additional insureds for the event.

7. **SECURITY DEPOSIT & RENTAL FEE.** For events a deposit of \$50 (to be returned); rental fee of \$150. For meetings deposit of \$0; rental fee of \$25.

8. **CLEAN-UP.** User will leave the facility/premises in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility/Premises required as a result of damage caused by User and/or User's guests or vendors. (See attached)

9. **RETURN OF SECURITY DEPOSIT.** Within three (3) business days following the Event, the Town will inspect the Facility/Premises. If User and/or User's guests or vendors have not caused any damage to the Facility/Premises, 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 or vendors have caused damage to the Facility/Premises, 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.

10. **INDEMNIFICATION AND HOLD-HARMLESS.** To the fullest extent permitted by law, User shall protect, indemnify, save, defend, and hold harmless the Town of Boscawen, including its officials, agents, volunteers, and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest, and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of User or its agents, employees, guests, vendors, contractors, or subcontractors, and even if allegedly or actually caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

11. **ASSIGNMENT.** This Agreement is not assignable to any other person or entity.

12. 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 it would like to terminate the License for any reason, it shall have the right to immediately terminate this Agreement at any time, without penalty or liability, and User, its guests, and vendors shall cease the event and exit in an orderly manner.

13. CONFORMANCE WITH LAW AND RULES. User agrees that User will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances. User shall not engage in or allow any disorderly, unruly, loud, unsafe or illegal activity to occur at the Town facility/premises.

14. MODIFICATION/AMENDMENT/MERGER. This Agreement constitutes the entire merged Agreement between the parties. Any modification, amendment, or supplementary provisions must be in the form of a writing signed by the parties and which expressly modifies this agreement.

15. SEVERABILITY. If a Court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A Court may reasonably reform any stricken provision in order to effectuate the parties' intent.

16. CHOICE OF LAW/FORUM. This Agreement shall be construed under New Hampshire substantive law without regard to any rules governing choice of law. Any court action regarding this Agreement must be filed and litigated in the New Hampshire Superior Court in Rockingham County, New Hampshire.

17. ATTORNEY'S FEES AND COSTS. In regard to any legal proceedings regarding this Agreement, the Town shall be entitled to recover from User the Town's reasonable attorney's fees and costs to the extent the Town is a prevailing party.

The parties have executed this Agreement at Boscawen, New Hampshire this ____ day of _____, 20__

TOWN OF BOSCAWEN

RESPONSIBLE PARTY

By _____

[Duly authorized Agent] [Name]

[Organization, if applicable]

[Address]

[City, State, Zip]

Phone and Email: _____

When using the Town Hall, please be sure take care of it as if it belongs to you. Always leave it cleaner than you found it!!

- Town Hall capacity - Events 200, Dinner 285.
- When using the tables and chairs, do not drag them across the floor. The cart for the tables can be moved and rolled across the floor. The cart for the chairs can NOT be moved.
- DO NOT remove any tables or chairs from the Town Hall.
- If you are planning on serving coffee or tea, you can use our coffee maker, however, you will need to supply your own cups and condiments.
- If the parking lot is wet and sandy, please be prepared to sweep and mop the floor.

HALL / MAIN AREA / HALLWAY

Cleaning supplies and extra supplies for the rest of the hall can be found in the closet behind the door in the hallway.

Brooms, dust mops, wash mops and bucket can be found on the stage. Small broom and dust pan can be found in/next to the cabinet in the hall.

- ___ Wipe down all tables with disinfectant wipes.
- ___ Stack all tables on the racks and put them in the area marked "TABLES".
- ___ Put all chairs on racks (feet up). Stack the overflow in 3 rows on each side of the stage area marked "CHAIRS". (See floor plan)
- ___ Sweep the entire floor.
- ___ Wash the floor if it is needed.

KITCHEN

Cleaning supplies for the kitchen can be found in the kitchen on the rack between the stairs and the refrigerator.

- ___ Wipe down all counters with disinfectant wipes.
- ___ Wipe any spills from the stove, oven, and microwave.
- ___ Put dish pans and drying rack back on the rack by the stairs.
- ___ Rinse the sink to remove anything that might be left behind.
- ___ Clean the coffee makers and put them away.
- ___ Sweep the floor.
- ___ Wash the floor if it is needed.
- ___ Empty trash and replace the bag.
- ___ Remove all of your things from the kitchen and refrigerator. If you leave it behind, it will be thrown away unless you have made other arrangements with the Town.

BATHROOMS

- ___ Wipe down sinks and toilet seat with disinfectant wipes.
- ___ Replace toilet paper and paper towels if needed.
- ___ Sweep the floor.
- ___ Empty trash and replace the bag.

LAST BUT NOT LEAST

- ___ Tie up all trash bags and place them in the dumpster is located at the edge of the parking lot on the north side of the building.
- ___ Turn the heat (both thermostats) down to 50 degrees.
- ___ Turn off all air conditioners using the remote or the reset button on the plug.
- ___ Turn off all lights.
- ___ Lock all doors.

Please return key to the Municipal Offices. Thank you.