

Application for Use of Town Buildings

Forms submitted to: Town of Bristol, 230 Lake Street, Bristol, NH 03222

Fax #: 603-744-2521 email: bristolevents@townofbristolnh.org

Use Request: ☐ Town Hall ☐ Other _____ ☐ Parking Spaces Needed # _____

Representative:

Name: _____ Address: _____

Town/State/Zip: _____ Phone: _____

Email: _____

Organization:

Name: _____ Address: _____

Town/State/Zip: _____ Phone: _____

Reservation Details:

Type of Event/Meeting: _____

Date(s) of Event/Meeting: _____ Time(s) of Event: _____

Time(s) needed for set-up/clean-up: _____

Will food/beverages be served? Yes No

Number of persons attending # _____ Max occupancy for recreational use is 152 occupants and max occupancy for seated use 327 occupants. Please note depending on the number of anticipated persons attending, a police detail may be required per Bristol Police Department Policy.

Alcohol Service Requested? Yes No Name of alcohol vender: _____

Vendor's insurance and licensing proven? Yes No

Alcohol service approved: _____ Alcohol service denied: _____

Reason(s) for denial: _____

Terms and Conditions of Facility License:

Nature of License: If approved by the Town of Bristol and signed by both the Applicant and the Town, this document constitutes a temporary revocable license to use Town-owned or managed premises or facilities. This license is temporary, revocable, and conditional upon the Applicant's satisfaction of all incorporated terms and conditions. This license also hereby incorporates by reference all terms and conditions of other applicable Town policies, including but not limited to the Old Town Hall Renter's Policy, Town Building Use Policy, Town Event Permit, and any other Town policy, as well as any and all forms or ordinances applicable to this event. The Town of Bristol reserves the authority to revoke this license in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon this license in the public interest.

Limitation of Town Liability: The applicant hereto, by signing and submitting this Application/License Form, agrees to indemnify, defend and hold harmless the Town of Bristol and its employees, officials, agents, and representatives, to the fullest extent permitted by law, from any and all manner of action(s), cause(s) of action, suits, damages, judgments, execution, claims and demands for personal injury, property damage, or other claim of any kind whatsoever, in law or in equity, arising out of the use of Town land, buildings, fixtures, equipment, and/or personal property pursuant to this Application/License by the

Applicant and its officers, employees, agents, representatives, contractors, volunteers, customers, guests and invitees. The Applicant also agrees that damage to any Town land, building, fixtures, equipment and/or personal property resulting from the use of the same pursuant to this Application/License shall be the sole responsibility of the Applicant.

Liability Insurance Required: The Town requires proof of liability insurance coverage for the event to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. If alcohol is to be served at the event, insurance coverage limits must be at least \$500,000/\$1,500,000, and policies must include coverage for alcohol-related incidents. The Town of Bristol must be listed as additional insured/loss payee on all such policies. The applicant is responsible for obtaining, paying for, and maintaining such insurance.

Food Policy: If food is to be served and/or prepared, the Select Board wing is the only location where food may be served and prepared.

Alcohol Policy: No alcoholic beverages anywhere in the building, unless the applicant has obtained all necessary licenses and approvals from the NH State Liquor Commission under RSA 178. Proof of license must be furnished to the Town at least 30 days before the event. Alcohol may only be served by a single licensed, insured and approved vendor, which will be the sole source of alcoholic beverages at the event. The vendor must include the Town of Bristol as an additional insured on its liability policies in relation to the event. Alcohol service may occur only in a single designated and secure area, and shall be distributed only by the vendor, and only to legally appropriate people. 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. If alcohol is to be present at the event, at least one police officer must be present at all times as determined by the Police Chief. The applicant is responsible for obtaining prior approval from the Police Chief for the police detail, and must pay all associated charges as required by the Police Chief. The applicant is solely responsible for the adherence by all at the event to all federal, state and local laws and regulations, and to all lawful orders of the officer(s) present, regarding the possession, sale, and consumption of alcohol. The Town of Bristol reserves the right, in its sole discretion, to place additional conditions on an event at which alcohol is to be served.

Smoking, Candles, etc.: No smoking or use of candles, incense, lighters or open flames is permitted in any Town building at any time.

Cleaning Deposit: A cleaning deposit of \$200.00 must be submitted with the application. If the application is not approved, the deposit will be returned. If the Town determines after the event that the facility/premises was acceptably cleaned and has not been damaged, the deposit fee will be returned to the user. If the applicant or its guests or vendors have caused damage to the facility/premises, the Town may retain all or a portion of the deposit. If the Town retains any of the deposit, it will give written notice to the applicant specifying the amount retained and the reasons therefor. 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.

Additional Alcohol Fee: There shall be an additional fee of \$200.00 for use involving alcohol.

Rental Fee: The rental fee for the use of a Town building is \$200.00 per day for for-profit organizations and \$100.00 per day for non-profit organizations and private individuals. A rental fee waiver for non-profit organizations may be requested in writing.

Key Policy and Fee: Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from Land Use/Health Officer or Deputy Health Officer at the Town Office during normal business hours (there is no other option for obtaining a key). If you do not sign out your key during normal business hours, you may not be able to access the building for your event. A key can be collected up to 24 hours before your event (with the exception of Sunday events). There is a \$25.00 fee for lost keys.

Assignment: This License is not assignable by the Applicant to any other person or entity, and shall become void upon the attempt of the Applicant to do so.

Right of Entry and Termination: The Town, its officers, agents and employees shall have the right to enter the Facility/Premises at all times during the event to confirm the Applicant's conformance to this Application/License. If the Town determines, in

its sole judgment, that termination is appropriate for any reason, the Town may do so immediately without penalty or liability, and the Applicant, its guests and vendors shall cease the event and exit in an orderly manner.

Miscellaneous: This Application/License together with each of the applicable Town policies, forms and ordinances constitute the entire agreement between the Town and the Applicant. Any modification, amendment or supplementary provisions must be in the form of a writing signed by both parties. If a Court determines that any provision of this Application/License is unlawful or unenforceable, such provision shall be stricken and the remainder shall be enforceable. A Court may reasonably reform any stricken provision to effectuate the parties' intent. This Application/License shall be construed under the laws of the State of New Hampshire without regard to any rules governing choice of law. Any court action regarding this Application/License must be filed and litigated in the New Hampshire Superior Court in the County of Grafton, New Hampshire. The Town shall be entitled in any such action to recover its reasonable attorneys' fees and costs from the Applicant to the extent the Town is a prevailing party.

Appeal from Denial: The Applicant may appeal the denial of a License under this Application to the Board of Selectmen at a regular public meeting.

By signing below, the applicant acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility, including but not limited to, as appropriate, the Town's Building Use Policy, the Town Hall Rental Policy, and this Application/License Form. Permit approvals are contingent upon proper proof of insurance, proper proof of all required licenses and approvals for the sale, provision or consumption of alcoholic beverages, and the payment of all applicable fees to the Town of Bristol.

Applicant signature: _____ Date: _____

Authorized by the Board of Selectmen/Designee: _____ Date: _____

Office Use Only:

Liability Insurance: On file ☐ In-process ☐ Fee: Paid ☐ Non-profit fee waiver requested ☐

Liquor License: On file ☐ In-process ☐

Adopted October 20, 2016