

# TOWN OF STARK, NEW HAMPSHIRE

## FACILITY/PREMISES LICENSE AGREEMENT

This Agreement, dated \_\_\_\_\_, by and between the Town of Stark, NH and \_\_\_\_\_ (“User”) is for a temporary revocable license to use a public facility or premises in the Town of Stark, NH 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 \_\_\_\_\_ 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 & TERMS OF LICENSE.** The date of the event will be \_\_\_\_\_ from \_\_\_\_\_ (am/pm) until \_\_\_\_\_ (am/pm), 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 Stark, NH 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 & ALCOHOL USE.** Smoking and alcohol use is prohibited in the facility/premises.

6. **POLICE PRESENCE.** There must be a licensed police officer on duty at the event. A statement of agreement between the police office and the individual(s) applying for use will be submitted to the Town of Stark, NH.

7. **INSURANCE.** User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Stark, NH is an additional insured 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). Town of Stark must have proof of insurance 7 days prior to the event.

8. **SECURITY DEPOSIT \$250.00.** Submitted to the Town of Stark when the agreement is approved and signed by the Select Board.

9. **CLEAN-UP.** Users will leave the facility/premises in a neat, orderly, and clean condition. The User will be responsible for, and liable to, the Town of Stark for all

repairs to the facility/premises required because of damage caused by User and/or User's guests and vendors.

**10. 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 damage to the facility/premises and have left the facility/premises clean and orderly, the Town will return the security deposit to user by first class mail within ten (10) business days. If the user and/or user's guests or vendors have caused damage to the facility/premises or left the premises unclean/disorderly, 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 the 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.

**11. INDEMNIFICATION AND HOLD-HARMLESS.** To the fullest extent permitted by law, user shall protect, indemnify, safe, defend, and hold harmless the Town of Stark, NH 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 the 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.

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

13. **RIGHT OF ENTRY AND TERMINATION.** The Town, its officers, agents, and employees shall have the right to always enter the facility during the event to confirm the 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 the user, its guests, and vendors shall cease the event and exit in an orderly manner.

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

**15. MODIFICATION/AMENDMENT/MERGER.** This agreement constitutes the entire merged agreement between the parties. As modification, amendment, or supplementary provisions must be in writing, signed by both parties, and expressly modify this agreement.

**6. SEVERABILITY.** If a court of law 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 of law may reasonably reform any stricken provision to effectuate the parties' intent.

**17. 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 Coos County, New Hampshire.

**18. ATTORNEY'S FEES AND COSTS.** Any legal proceedings regarding this agreement, the Town shall be entitled to recover from the user the Town's reasonable attorney's fees and costs to the extent the Town is a prevailing party.

**19. DISCRIMINATION.** The Town of Stark, NH does not discriminate because of race, national origin, color, age, familial status, sex, gender identity, sexual orientation,

political affiliation or belief, religion, physical disability, mental disability.

The parties have executed this agreement at Stark, NH this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**TOWN OF STARK, NH SELECT BOARD**

\_\_\_\_\_

**SELECT BOARD CHAIR SIGNATURE PRINTED NAME**

\_\_\_\_\_

**SELECT BOARD MEMBER SIGNATURE PRINTED NAME**

\_\_\_\_\_

**SELECT BOARD MEMBER SIGNATURE PRINTED NAME**

**RESPONSIBLE PARTY**

\_\_\_\_\_

**RESPONSIBLE PARTY'S SIGNATURE PRINTED NAME**

\_\_\_\_\_

## **ADDRESS CITY, STATE, ZIP CODE**

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## **PHONE NUMBER EMAIL**

## **INSTRUCTIONS FOR FACILITY/PREMISES LICENSE AGREEMENT**

A temporary license to use public facilities or premises in the Town of Stark, NH for public functions is permissible with approval of the Stark Select Board 60 days prior to the event. To submit a request for a temporary license to use the Town of Stark, NH facility/premises, please follow the instructions below:

1. Return the completed Facility/Premises License Agreement to the Town of Stark Select Board for review 60 days prior to the event. Please allow 14 days for review and approval.
2. Submit one (1) copy of your certificate of liability coverage in which the Town of Stark, NH is listed as additional insured, and attach the actual additional insured provision or endorsement 7 days prior to the event. Liability coverage limits must be no less than \$1,000,000 per occurrence.
3. You will be required to provide a security deposit 7 days prior to the event. Requests to waive any of these

requirements must be made to the Town of Stark Select Board and will be granted only when based on substantial hardship.

4. Provide all other information requested in the Facility/Premises License Agreement 7 days prior to the event.

5. If you have questions regarding the Facility/Premises License Agreement, please contact the Office Manager at Stark Town Hall.

6. Carefully review the attached policy and rules regarding private use of public premises in the Town of Stark, NH.

**Adopted by Select Board November 16, 2023**