

APPLICATION FOR FACILITIES USE
Town of Kingston, N. H.

Directions: Please complete this form and return it to the Board of Selectmen, P. O. Box 716, Kingston, NH 03848 at least 30 days before the date on which you wish to use the facility. Provide a single contact person to whom questions may be directed and notification may be sent.

Group Name: _____ Date: _____

Address: _____

Contact Person: _____ Phone Number: _____

On behalf of the above-named group or organization, I hereby request use of:

Facility / Room / Field / Other Being Scheduled
on _____ between the hours of _____ and _____
Date
for _____

Note: Organizations may be required to provide a Certificate of Insurance naming the Town of Kingston as additional insured along with this application.

(Type of Event or Activity – Please use back of page for additional detail.)

I understand that I and my group or organization are expected to exercise due care in use of the facility scheduled, and that the facility is to be returned upon completion to the condition in which it was found.

Office Use Only:

Application Received on: _____ Approved _____ Denied _____

SPECIAL EVENTS LICENSE NEEDED? _____

Reviewed by:

Board of Selectmen _____

Chief of Police _____

Road Agent _____

Fire Chief _____

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

This Agreement, dated _____ by and between the Town of Kingston NH, and _____, is for a temporary revocable license to use a public facility or premises in the Town of Kingston NH.

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 and TERM of LICENSE:** The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.), as which time the LICENSE expires.

4. **NATURE OF LICENSE:** License to use the Facility/Premises will be temporary, revocable and conditional. The Town of Kingston 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 and 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 Kingston NH as an additional insured on its liability policies in relation to the function.
- Alcohol service must strictly comply with all applicable laws, regulations and ordinances.
- 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: _____

6. **INSURANCE:** User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Kingston 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) through a special program. For more information about how to purchase your TULIP please contact Primex at 1-800-698-2364.

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 Kingston NH shall be included in the vendor's liability policies as an additional insured for the event.

7. **SECURITY DEPOSIT AND RENTAL FEE IS \$_____ PER EVENT.**

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 of Kingston NH for all repairs to the Facility/Premises required as a result of damage caused by User and/or User's guests or vendors.
9. **NON DISCRIMINATION:** The Town of Kingston NH does not discriminate on the basis of gender, race, color, creed, religion or sexual orientation.
10. **VENDORS:** The Town of Kingston NH does not allow vendors at any Recreation Fields without prior approval.
11. **POLICE PRESENCE:** The Town of Kingston NH reserves the right to require police presence - at the expense of the group or organization using the facility.
12. **SUPERVISION OF MINORS:** Adult supervision of minors is required at all times.
13. **ALLOWABLE USERS (in order of preference):**
 - a. Town of Kingston
 - b. SAU 17
 - c. Other
14. **ACCESSIBILITY:** The Town of Kingston NH shall strive, in as much as is practical and reasonable, to make all public facilities accessible to any person with disabilities as otherwise required by federal as state laws. Any accessibility issues such as physical barriers that prevent reasonable access shall be brought to the attention of the Board of Selectmen
15. **CUSTODIAL FEES:** The Town reserves the right to require anyone using Town facilities to pay for custodial services.
16. **ACCEPTANCE/DENIAL of APPLICATION:** The Town reserves the right to accept or reject any application.
17. **DENIAL OF APPLICATION:** Any person found to be in violation of this policy may be denied permission to use Town facilities for future events
18. **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. 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.

19. **INDEMNIFICATION AND HOLD-HARMLESS:** To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the Town of Kingston 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 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.
20. **ASSIGNMENT:** This Agreement is not assignable to any other person or entity.
21. **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 and desist the event and exit in an orderly manner.
22. **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.
23. **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.
24. **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.
25. **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.

26. ATTORNEY'S FEES AND COSTS: In regard to 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.

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

TOWN OF KINGSTON

RESPONSIBLE PARTY

Board Designee

(Duly authorized Agent) (Name)

(Organization, if applicable)

(Address)

(City, State, Zip)

Phone

Email

TOWN OF KINGSTON, NEW HAMPSHIRE GUIDELINES AND PROCEDURES FOR THE REVIEW OF LICENSE APPLICATIONS FOR SPECIAL EVENTS

A license shall be required for all special events, as per the provisions of N. H. Revised Statutes Annotated Chapter 286. The Board of Selectmen is the licensing authority. Each applicant shall appear before the Board of Selectmen and Chief of Police 90 days prior to the special event, at which time a plan will be submitted by the applicant. Said plan will require, at a minimum, the following information:

1. The exact nature and purpose of the event,
2. The proposed location of the event,
3. The designated time frame in which the event will be held,
4. A satisfactory and comprehensive security plan, allowing for a sufficient number of detail policemen to manage the maximum seating capacity of indoor events or to secure, control, and assure compliance with laws and licensing conditions in the case of outdoor events,
5. A satisfactory and comprehensive fire emergency plan, which may require review and acceptance by the Kingston Fire Chief,
6. A satisfactory and comprehensive medical service plan, including a possible requirement that on-site services be available due to the number of estimated attendees,
7. A satisfactory and comprehensive traffic control plan setting forth the estimated number of vehicles, provisions for parking, number of police officers or employees necessary to control traffic, type and locations of any signs, and any other accommodations or procedures planned to handle attendees and their vehicles,
8. A satisfactory and comprehensive sanitary facility plan appropriate for the number of attendees, which will include information relative to portable toilet facilities, trash containers, and a provision that the property and surrounding areas and roadways shall be cleared of all debris within 12 hours following the event,
9. A satisfactory and comprehensive food service plan, which may require review and acceptance by the Kingston Board of Health or Health Officer,
10. A satisfactory and comprehensive plan outlining the distribution of tickets prior to the event and/or at the time and place of the event, including provision for a limitation on ticket sales, and provision for the refund of ticket costs in the event of cancellation of the event.

11. An agreement relative to the type, amount and conditions for bonding, which may be required in assurance of the completion of any and all conditions placed upon the license for the event (NH RSA 286:4-a).

If determined to be necessary by the Board of Selectmen or Chief of Police, a public hearing may be held to identify neighborhood concerns. Costs to publish required notices of the hearing will be borne by the applicant.

The Board of Selectmen and/or the Chief of Police may impose certain exceptions and conditions, which will be enumerated in the license. Non-performance or non-completion of said exceptions or conditions may be cause for revocation at any time before or during the event.

Breach of the terms and conditions of any license issued by the Town of Kingston through its Board of Selectmen, may be subject to a fine of up to \$300.00. Failure to obtain a license for an event covered under the provisions of RSA 286 or of this regulation shall be subject to a fine of up to \$300.00.

Note that costs associated with emergency response by Kingston emergency services, or by emergency services of towns with which the Town of Kingston enjoys mutual aid agreements, shall be borne by the applicant.

Town of Kingston Fee Schedule for Facilities/Events

Location	Kingston Non- Profit	Non- Kingston Non- Profit	Kingston For- Profit	Non- Kingston For- Profit
Town Hall Auditorium	\$75.00	\$125.00	\$250.00	\$500.00
Nichols Memorial Museum	\$50.00	\$100.00	\$200.00	\$400.00
Recreation Center	\$75.00	\$125.00	\$250.00	\$500.00
Bandstand	\$40.00	\$80.00	\$140.00	\$240.00
Plains	\$100.00	\$1,500	\$2,500.00	\$2,500.00
<i>Recreational Fields (per weekend/event)</i>	<i>TBD</i>	<i>TBD</i>	\$100	\$200
Custodial fee (min. 2 hours)	\$40.00	\$40.00	\$40.00	\$40.00

- Political events above the regional campaign level will be billed at the non-Kingston for-profit rate.
- Unless otherwise specified, all rates given are for one day; additional days may require an additional fee.
- All events require a facilities use permit in addition to an emergency action plan.
- Additional fees for emergency/police services or custodial services may be required depending on the event.
- An electrical inspection and fee may be required for events that use electricity or generators.
- Insurance coverage will be required for certain events.
- Town events take precedence over all proposed private bookings.
- Recreation fields are for recreation activities only.
- Final approval for all events resides with the Select Board.
- All bookings must be made 90 days in advance.