



# *Town of Stafford*

*Connecticut*

*Office of Selectmen*

*1 Main Street*

*Warren Memorial Town Hall*

*Stafford Springs, CT 06076-1208*

*Telephone (860) 684-1777 \* Fax (860) 684-1785*

*Sal P. Titus*

*Kurt Vail*

*Richard F. Hartenstein Jr.*

*Board of Selectmen*

## **FACILITY USE PERMIT:           Town of Stafford, Connecticut**

It is the intent of the parties to this agreement that Town of Stafford will not pay any expenses, attorney's fees or liability amounts as a result of the use of town owned / maintained property and facilities by applicant pursuant to this agreement.

Applicant/Organization will neither allow, nor engage in, any discriminatory practices or policies regarding race, creed, sex, sexual orientation, age, or national origin. Applicant shall comply with all applicable local, state or federal laws, rules and regulations, and obtain all necessary permits and licenses, in exercising the rights granted under this permit including but limited to, ASCAP, BMI, SESAC and similar performance licenses, required for the use or copyrighted or licensed material in connection with the event or activity, or otherwise required in connection with the use of the facility for the event or activity.

Applicant shall furnish liability insurance providing insurance coverage for the town for all activities of applicant conducted on town Property pursuant to this agreement. The liability insurance shall provide coverage of no less than \$1,000,000 per occurrence and \$5,000 per person in medical expenses coverage. The insurance coverage afforded to THE TOWN pursuant to this agreement shall be primary insurance coverage. The town shall be provided with a certificate of insurance conforming that it has been named as additional insured at least two (2) weeks before applicant uses town property. If the required insurance is not provided the event will be prohibited.

If alcohol is being served by the permittee, and is a separate individual or entity from the Town, then liquor liability coverage of \$1,000,000 per occurrence shall be required, with the Town included as additional insured. **Any sale or use of Alcohol on Town property must be approved in advance by the Board of Selectmen.**

If individual or entity is using autos on Town property, auto liability should be required for at least \$300,000 combined single accident.

*Tenant Users Liability Insurance Policy, or TULIP, is an easy to use, fast method of insuring most types of events and activities taking place at various facilities and venues.*

*What is a TULIP Program?*

*The TULIP Program provides low cost general liability insurance to "third party" users of various venues and facilities for events. It protects both the user and the facility against claims by guests who may be injured as a result of attending an event.*

Events may range from seminars, receptions and weddings, to sporting events and concerts. Your premium quote is based upon the risk associated with the given event or activity, the number of days coverage is needed, the number of attendees and if there are any special requirements, such as alcohol liability, food service, etc.

How does TULIP work?

1. When you decide on a participating venue or facility for your event, the facility management will direct you to our website. Your facility should provide you a seven digit ID code that identifies the facility within our system.
2. Follow our online process to enter this ID code and answers a few basic questions about your event to receive an online quote.
3. If you decide to purchase coverage through the program, you can simply enter your credit card information and secure the coverage online. We will even take care of forwarding you a Certificate of Insurance.

Tenant users may obtain a quote from OneBeacon Entertainment without obligation to buy by doing the following:

- Visit the TULIP website at [www.onebeaconentertainment.com](http://www.onebeaconentertainment.com)
- Under **TULIP – Event Insurance** click on **Purchase or Quote**
- Enter facility location ID code provided by your venue:
- Complete the first three steps of the form to obtain a quote
- If you are ready to purchase just complete the form and pay with a credit card
- Should you require further assistance please call the OneBeacon Entertainment TULIP help desk at **800-507-8414** Monday through Friday between 8:30 A.M. and 5:00 P.M. Pacific Time

Exceptions subject to sole discretion of the Town of Stafford Board of Selectmen.

All activity conducted on town property by applicant shall be at the risk of applicant exclusively and Applicant shall indemnify, defend and hold the town, its officers, agents and employees harmless against any and all losses, damages, liability, claims, demands and causes of action arising out of or in any way connected with the use by applicant of town property, including premises liability. Applicant shall not owe this indemnity obligation to the town, its officers, agents and employees if the loss, damage, liability, claim, demand or cause of action resulted from towns alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive. Applicant shall not be obligated under this agreement to indemnify the town with respect to willful misconduct of town, its officers, agents or employees.

Applicant further agrees to be personally responsible, on behalf of his/her organization, for any damages sustained to town property, furniture, or equipment because of the use of occupancy of town property pursuant to this permit.

Applicant and his/her organization agree to abide by and enforce all rules and policies of the town governing the use of town facilities and recreational areas.

By accepting this information and proceeding with your reservations, you state that to the best of his/her knowledge, the town property, the use of which application is hereby made, will not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means; that the organization on whose behalf he/she is making application for use of town property via online, does not, to the best of his/her knowledge advocate the overthrow of the Government of the United States or the State of Connecticut by force, violence, or other unlawful means and that, to the best of his/her knowledge, it is not a communist- action organization or communist-front organization required by the law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Additionally, this application is not to be sublet to any organization and the requestor, by completing their reservation has read and understood the rules and regulations for facility use as found on <http://www.staffordct.org>

No drug, alcohol or tobacco products in any town facility or on any town grounds. Request is subject to cancellation at any time if use conflicts with town use or unsafe conditions.

I hereby agree to, at all times, indemnify, defend and hold harmless the Town of Stafford, its agents, employees, and public officials from and against all damages, judgments, legal fees, expenses and claims which the Town of Stafford, its agents, employees and officials may suffer because of the use of Town of Stafford facilities by the organization indicated on this application.

I have read and understand the rules and regulations established by the Town of Stafford on the use of public facilities and agree to comply with said rules and regulations.

I further agree to be responsible for the payment of the fees as shown and any and all additional costs or fees incurred by us in complying with the aforementioned rules and regulations.

Before any Requests are approved a copy of this Agreement needs to be printed, signed, and submitted to:

**Town of Stafford, Attention: Beth A. DaDalt, 1 Main Street, Stafford Springs, CT 06076**

[staffordtownhall@staffordct.org](mailto:staffordtownhall@staffordct.org) or fax to (860) 684-1785.

(Name of Organization): \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Driver's License # \_\_\_\_\_

**Signature (officer of organization able to sign legal documents):**

Contact #: \_\_\_\_\_ Contact Email: \_\_\_\_\_

**Facility/Property to be used:**

- Community Center
- John E. Julian Heritage Park & Gazebo
- Haymarket Common and/or adjacent empty lot
- Hyde Park (must be approved by the Hyde Park Commission)

Date Requested: \_\_\_\_\_ Time requested: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Requested USE of Facility/Property \_\_\_\_\_

Location Name	Facility Location Code
Community Center	4860-001
John E. Julian Heritage Park & Gazebo	4860-002
Haymarket Common and/or Adjacent Empty Lot	4860-003
Hyde Park	4860-004

LIABILITY INSURANCE PROVIDED	YES	NO
_____		
Sal P. Titus, First Selectman		