

# Crystal Pond Park Commission

## Rental Agreement

Renter is hereby given permission to use those facilities at Crystal Pond Park identified below upon the following terms and conditions:

**I. Renter:**

Renter Name: \_\_\_\_\_ Organization/Group \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**II. Facilities Requested** (Circle all requested)

Dining Hall                      Dining Hall & Kitchen                      Upper Pavilion

Upper Field (Specific Use:) \_\_\_\_\_ Waterfront (Specific Use:) \_\_\_\_\_

**III. Purpose of Rental:** \_\_\_\_\_

Alcohol consumption request (Yes/No) \_\_\_\_\_ (Requires prior approval)

**IV. Rental Period** (Rental period ends at 11 pm of registered day)

Date(s) Requested: \_\_\_\_\_ Time: Start \_\_\_\_\_ AM/PM End \_\_\_\_\_ AM/PM

**V. Fees** (Fee based upon the maximum capacity of 150 people)

Rental Fee: \_\_\_\_\_ Security Deposit: \$100 Other Fee: \_\_\_\_\_ Total: \_\_\_\_\_

**VI. Indemnification**

Renter agrees to indemnify, defend and hold the Town of Woodstock, Town of Eastford, Crystal Pond Park Commission, their chartered affiliates, agents, servants, employees, officers, and directors, harmless from and against any and all claims for damages to persons and/or property arising from the occupancy and use of the facilities and premises at Crystal Pond Park licensed hereunder, including the related parking areas, buildings and equipment, by the Renter, its servants, agents, invitees, and licensees, and whether before or after the stated term of this Agreement, or for the stated purpose of this Agreement.

Renter will be responsible for, and shall indemnify, defend, and hold the Town of Woodstock, Town of Eastford and Crystal Pond Park Commission harmless from and against any and all claims for damages to Renter's property and that of Renter's agents, employees, invitees, and renters related to the use and occupancy of the facilities and premises.

A Certificate of Insurance is required evidencing General Liability insurance with a minimum limit of liability of \$300,000 combined single limit and evidencing that the Crystal Pond Park Commission, Town of Eastford and Town of Woodstock are additional insureds with respect to the Renter's use of both the Dining Hall and other facilities.

Renter Insurance Certificate Number\* \_\_\_\_\_ (copy must be attached to this letter)

Insurance Company: \_\_\_\_\_ Insurance Agent: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**VII. Non-exclusivity of Use**

The Renter may have exclusive rights to certain facilities specifically denoted in Section II and usage rights outlined in this Agreement; however, the Crystal Pond Park Commission may permit

the residents of the Town of Eastford and the Town of Woodstock to use the property at any time for general recreational activities including, but not limited to, hiking, fishing, cross country skiing, horseback riding and aquatic activities. The Crystal Pond Park Commission may also permit other parties not denoted under Section II in this Agreement.

- VIII. Renter shall at its sole cost and expense provide the following:
1. The removal of all refuse, garbage, waste and all event signage in and outside of Crystal Pond Park to the dumpster on site.
  2. Care of grounds, buildings, and all tangible personal property in a neat, clean and orderly manner. Respect the environment and community by limiting outdoor entertainment prior to 10 PM.
  3. Proper parking and traffic control as directed by the Crystal Pond Park Commission or its agent(s).
  4. Set-up and clean-up.
  5. A certified lifeguard to monitor any waterfront activities for the safety of Renter and Renter's guests during the scheduled reservation, if swimming or waterfront activities are pre-approved by the Commission.
  6. At the termination of Renter's occupancy, the facilities or premises at Crystal Pond Park shall be left in a condition satisfactory to the Crystal Pond Park Commission.
- IX. The Crystal Pond Park Commission reserves the right to approve any and all use of the waterfront for swimming and/or boating, and shall do so only upon request of the Renter and in writing and attached herewith. If approval is granted as specified, a Red Cross certified lifeguard may be required to be on duty at all times at Renter's sole cost and expense.
- X. Renter agrees to abide by the Crystal Pond Park Commission Rules and Regulations as posted. Renter shall not create, or allow the creation of any nuisance, public or private, in its use of the facilities. There shall be no smoking in any building on the Crystal Pond Park premises. Advertisement of Crystal Pond Park is forbidden except by permission of the Crystal Pond Park Commission. **Renter shall terminate all activities at the facilities at Crystal Pond Park at the time designated on this Rental Agreement or be subject to a penalty of \$100.00 for every hour Renter violates the designated time of termination of its Rental Agreement.**
- XI. Renter shall be responsible for ensuring that parking is permitted in designated parking areas only. There shall be no parking at any time or for any reason on the Upper Field. There will be no parallel parking on the roadway. Open access must be maintained to the dining hall and waterfront for emergency vehicles.
- XII. The Crystal Pond Park Commission reserves the right to require that the Renter provide at Renter's sole cost and expense police or private security service as a condition to the license granted by this Agreement. Renter may not serve or sell alcohol; however, Renter may bring alcohol into the park for consumption by Renter and guests of legal age during a private event if approved in writing by the Crystal Pond Park Commission.
- XIII. All of Renter's activities at the facilities at Crystal Pond Park shall be carried out in accordance with the terms of this Agreement and to the satisfaction of the Crystal Pond Park Commission. Renter agrees to abide by the current Rules and Regulations of park use. In the event that the Renter breaches any of the terms and conditions of this Agreement, or the Rules and Regulations of park use, the Crystal Pond Park Commission shall have authority to immediately terminate this Agreement and eject the Renter and their agents, employees, invitees and licensees from Crystal Pond Park.

- XIV. The Security Deposit will be held by the Crystal Pond Park Commission until the building or area of use has been inspected upon completion of use. Upon satisfactory inspection by the Crystal Pond Park Commission, the Security Deposit will be refunded. If the Renter cancels this event less than forty five (45) days prior to the date of the event, the Security Deposit will be forfeited.
- XV. In the event that the Crystal Pond Park Commission determines that there is/will be any violation of this Agreement or State and/or Town of Woodstock and/or Town of Eastford regulations, they have the right to cancel the event for cause at any time, including during the event. The Crystal Pond Park Commission will not be responsible for any losses suffered by the Renter when the event is cancelled for cause, acts of God, inclement weather, or fire.
- XVI. The Crystal Pond Park Commission reserves the exclusive and final right of approval for the use of Crystal Pond Park and the use of its facilities and premises. **The Crystal Pond Park Commission or its agents shall have free access to the areas rented to the Renter at all times.** In the unlikely event the Crystal Pond Park Commission decides to cancel an event for reasons other than those of Section XV, they will make every effort to notify the Renter in a timely fashion.
- XVII. This Agreement may not be assigned by the Renter without the prior express written consent of the Crystal Pond Park Commission.
- XVIII. If any section, provision, or portion of this Agreement shall be held invalid for any reason, such invalidity shall not be construed to invalidate any other section, provision, or portion thereof.

**Crystal Pond Park Commission Representative:**

Printed Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**Renter:**

Printed Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_