



# Penfield Pavilion Rental Agreement

323 Fairfield Beach Road, Fairfield, CT 06824

## Applicant Information

Name:		DOB:	Age: (must be 21)	
Address:		City:	State:	ZIP:
Phone:		E-Mail		
Organization:			Phone:	
Address:		City:	State:	ZIP:

## Rental Information

Date of Function:	Day of Function:	TIME: <u>      </u> 9:00a – 3:00p <u>      </u> 5:00p – 11:00p
Type of Function:		
Does Permittee intend to offer a cash bar or include alcohol as part of ticket cost? <u>      </u> Yes <u>      </u> No	If the answer is <b>YES</b> , Permittee is required to obtain a Temporary Liquor License from the State of Connecticut. A copy must be provided sixty (60) days in advance of event.	
How did you hear about us?	No. of Guests: Adults <u>      </u> Children <u>      </u> Total <u>      </u>	

## Hold Harmless & Insurance Requirements

The undersigned, in requesting the use of a Town of Fairfield Parks and Recreation facility, agrees to defend, indemnify and hold harmless the Town of Fairfield, Fairfield Parks and Recreation Department, its officers, directors or employees, for all costs relating to any suit, damage, loss or injury of any kind, in connection with the use of the facility. This would include damage to Town property and injuries to Town employees but exclude any damage or injury caused solely by the negligence of the Town. I further agree to maintain the following minimum insurance and to provide a certificate of insurance.

**Personal Rental:** Personal Liability: Bodily Injury, Personal Injury and Property Damage - \$500,000 Each Occurrence  
 If Alcoholic beverages are sold or served by a vendor provide Liquor Liability coverage - \$1,000,000 Each Occurrence  
 In lieu of Personal Liability, an event policy may be obtained, contact the Town of Fairfield for TULIP program coverage.

**Commercial Rental:** Commercial General Liability - \$1,000,000 Each Occurrence, for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations and Contractual Liability.

Automobile Liability - \$1,000,000 Single Limit Each Accident, including Hired and Non-Owned Autos

Worker's Compensation – CT Statutory coverage is required if the organization will have employees at a Town facility.

Excess or Umbrella - providing additional limits may be required depending on the nature of the facility use.

All policies except Worker's Compensation will include as named additional insured: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards and Commissions and be primary and non-contributory. All insurers will have no right of recovery or subrogation against the Town of Fairfield. The outside group shall assume any and all deductibles in the described insurance policies.

If the organization uses any outside vendors on Town property, certificates of insurance conforming to the above will be required from the vendor, as well. If alcohol beverages will be served, vendor must have CT liquor permit and Liquor Liability, \$1,000,000 Each Occurrence.

## Construction Clause

Patron understands and acknowledges that he/she/they are entering into this agreement during the construction phase for the facility in which the event is to be held. If construction delays prevents The Town from fulfilling its obligations under this agreement: (1) The Town, in its sole discretion, may refund the deposit made by patron pursuant to this agreement; and/or (2) The Town, in its sole discretion, will use reasonable efforts to reschedule the event date with patron. Patron hereby waives and releases any and all claims for damages against The Town for construction delays that result in the cancellation or rescheduling of the event date.

## Deposit/Payment Information

I authorize and verify the information provided on this form and understand that if I have failed to pay the balance of my contract by sixty (60) days prior to the function, my credit card will be charged for the remaining balance. I understand I am providing this information as stipulated in Rule 6 and that I have reviewed a copy of the Rules & Regulations as set forth by the Parks & Recreation Commission.

A 50% **Non-Refundable Deposit** is required to make this reservation. Final payment is due sixty (60) days prior to the event. Any cancellations must be done in writing within sixty (60) days of the function and will result in forfeiture of rendered payment.

<b>Rental Fee</b>	\$
<b>Supplemental Charge: Equipment Storage</b> (Dependent upon availability)	\$
<b>Supplemental Charge: Additional Hour (s)</b> (Dependent upon availability)	\$
<b>Maximum Capacity:</b> 180 Guests Seated Function / 300 Guests Non-Seated Function	<b>Total Rental Fee</b> \$
	<b>50% Deposit</b> \$
<b>Credit Card Type:</b> Amex:      Visa:      MasterCard:      Discover:	
<b>CC #:</b>	<b>Exp. Date:</b> <b>Copy of Government Issued Photo ID:</b>

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_