



## Penfield Complex Rental Agreement Rules & Regulations

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### Rental Agreement

- 1) In order to reserve The Pavilions at Penfield Beach, we require a completed rental agreement, copy of government-issued ID and 50% non-refundable deposit made by cash, credit card or check made out to Fairfield Parks & Recreation.
- 2) The Permittee must be 21 years of age.
- 3) Each rental application will be reviewed by the Parks & Recreation Department for approval or denial at the Department's sole discretion.
- 4) In order to be eligible for Residential Pricing; the Permittee must reside in the Town of Fairfield. The Rental Agreement, 50% Deposit and remaining 50% Balance payment must all be in said Resident's name.
- 5) Final payment is due sixty (60) days in advance of event. Any request for cancellation must be submitted in writing and will result in forfeiture of rendered payment. Deposits will not be refunded even if venue is re-rented for the date.
- 6) The Permittee will be required to provide a current Credit Card to be kept on file. The credit card will be charged if the function does not adhere to the hours outlined in the rental agreement, if our staff is required to perform any cleanup over and above the parameters of a normal event or if there is any property damage.
- 7) Permittee agrees to provide a Certificate of Insurance in accordance with the rental agreement a minimum of sixty (60) days prior to event. Should Permittee fail to provide event insurance sixty (60) days prior to event date, the Town of Fairfield reserves the right to cancel said event and retain deposit.
- 8) The rental includes access to both the reception venue as well as the back deck, as outlined in the venue floorplan.
- 9) The beach is a public space and not part of the permitted area. Tents/canopies are not permitted on the beach.
- 10) All arrangement for setup, breakdown, catering and deliveries must be cleared in advance with Parks & Recreation.
- 11) If Permittee intends to offer a cash bar or include alcohol as part of ticket cost, a Temporary Liquor License is required. It is the responsibility of Permittee to obtain the necessary licensure from the State of Connecticut here: <https://elicense.ct.gov>. A copy of the Temporary Liquor License, as well as Liquor Liability Coverage, will be provided a minimum of sixty (60) days prior to event. Should Permittee fail to provide liquor license/liquor liability coverage sixty (60) days prior to event, the Town of Fairfield reserves the right to cancel said event and retain deposit.
- 12) The standard time frame includes setup time, four (4) hours for the event, and one (1) hour for breakdown and cleanup. Additional hours may be reserved subject to availability.
- 13) A Police Officer is required for all parties over 125 guests or at the discretion of Parks & Recreation. Should Permittee fail to provide proof of request sixty (60) days prior to event date, the Town of Fairfield reserves the right to cancel said event and retain deposit.
- 14) The Permittee assumes all risk for the activities conducted under this permit and shall be solely responsible for all damages, accidents and injuries to persons and to property caused by the acts or negligence of the Permittee or any persons in attendance at the event, in employ or under the control of the Permittee. Permittee hereby covenants and agrees to indemnify, defend and hold harmless the Town, its officers, employees, agents, volunteers, servants, officials, boards and commissions from any and all claims, suits, losses, damage or injury to person or property of any kind and nature whether direct or indirect arising out of the activities conducted under this permit. Permittee specifically further releases, absolves, indemnifies and waives any claims against the Town of Fairfield, the Fairfield Parks & Recreation Department, their organizers, sponsors and any supervisors appointed by them for liability for their negligence.
- 15) Permittee must provide adequate supervision of attendees to insure proper conduct and safety. The Permittee agrees that a determination by the Director of Parks & Recreation or the Town's designated attendant will be accepted as final in evaluating activities which can be deemed as improper or unsafe that Permittee will fully comply with any decisions in this matter. Any requests the attendant makes to the Permittee must be abided by or possible additional fees may occur. Failure to respond to a legitimate request promptly can also lead to the Police being called and immediate termination of the function.

- 16) The Town of Fairfield is not responsible for lost or damaged goods.
- 17) It is within of purview of the Parks & Recreation Department to deem our facilities eligible or ineligible for use. If it is determined that force majeure exists, the Parks & Recreation Department maintains the right and authority to cancel any scheduled events. If such event is canceled by the Parks & Recreation Department, Permittee will be issued a full refund of the facility fee. Any additional costs incurred by the Permittee shall be the sole responsibility of the Renter; the Town of Fairfield will not reimburse any alternate costs associated with the event.

### **Outside Vendors**

- 18) If Permittee uses any outside vendors on Town property, a copy of the vendor's Certificate of Insurance is required to be provided, a minimum of sixty (60) days prior to event. Should Permittee fail to provide vendor insurance sixty (60) days prior to event date, the Town of Fairfield reserves the right to cancel said event and retain deposit.
- 19) Our kitchens are classified as warming kitchens. Per Fire Code, cooking is not permitted within our kitchen, only reheating.
- 20) If used, all kitchen equipment (sink, stove, refrigerator, etc.,) must be cleaned by Permittee/caterer.
- 21) Caterer may utilize one (1) pop-up canopy/tent, no larger than 10' x 10', for outdoor cooking/preparation in an area as designated by Parks & Recreation.
- 22) Under no event will The Town of Fairfield be liable for any indirect, special, or consequential damages arising under or relating to the agreement between the Permittee and an outside vendor.

### **Trash Removal/Cleaning**

- 23) Permittee is responsible for leaving the reception venue in a clean, orderly manner. The space must be left in the same condition in which it was presented upon arrival.
- 24) Permittee is responsible for the removal of all trash, garbage, event décor, etc. from the reception venue at the end of rental period. There is an onsite dumpster available for the Permittee's use.
- 25) All event items must be delivered immediately prior to event and removed immediately following event. Pre/Post Event Storage will need to be requested in advance and is subject to availability.

### **Decoration**

- 26) Decorations are permitted as long as they do not permanently alter the reception venue (no nails, tacks, staples or product that will leave permanent marks/remove paint from walls).
- 27) Candles are permitted, as long as they are glass-enclosed.
- 28) Sky Lanterns or Pyrotechnics of any kind are not permitted.
- 29) The use of traditional wedding sendoff materials, including but not limited to confetti, rice, birdseed, glitter or dried flowers/herbs, is prohibited.

### **Other**

- 30) The Town designated Pavilion Attendant will function to both setup our provided tables and chairs at the onset of event and breakdown our tables and chairs at the end of event.
- 31) Alcohol, smoking and vaping are prohibited on all Town beaches. Alcoholic beverages must be confined to the reception venue and deck and not brought onto the beach. Smoking and vaping are not permitted within the reception venue.
- 32) Parks & Recreation reserves the right to remove guests for abuse of liquor, disorderly conduct or other similar cause.
- 33) The serving or possession of alcohol by anyone under the age of twenty-one (21) years is prohibited. If it is determined that anyone under the age of twenty-one (21) is in possession of, and/or consuming alcohol, the Town reserves the right to suspend/terminate the function immediately. The Permittee will not receive a refund of the facility fee, nor will the Town reimburse any alternate costs associated with the event.
- 34) As our reception venues are located within a residential district, it is necessary for sound to be kept within a reasonable level during daytime hours. Daytime Hours are defined as the hours between 7:00am and 10:00pm, Monday through Friday; and the hours between 8:00am and 10:00pm on Saturday, Sunday and during any state/national holiday. In accordance with our local Noise Ordinance, there are no events or music permitted during nighttime hours (after 10:00pm, seven days-a-week).