

**Town of Acton Recreation Department**

Mailing Address:

472 Main Street

Acton, MA 01720

Phone: 978-929-6640

Fax: 978-929-6333

Email: mrier@actonma.govWebsite: www.actonrec.com**Recreation Center, 50 Audubon Drive, Acton, MA**
Permit Agreement

Application Date: _____ E-mail Address: _____

Name of Organization: _____

Contact Person: _____ Phone: Home (_____) _____

Address: _____ Cell: (_____) _____

Town/City: _____ State: _____ Zip Code: _____

Approximate Number of Participants: _____ Requested Time(s): _____

Requested Date(s): _____

Describe Activity: _____

I, _____, agree to rent and use the Recreation Center at 50 Audubon Drive in Acton from the Town of Acton in accordance with and subject to the following conditions:

1. The Town shall review and approve all requests for use of the Recreation Center for private events. The Town reserves the right to deny any and all requests for any or no reason, if in the best interests of the Town to do so.
2. Payment of a Permit fee in the applicable amount(s) reflected in the schedule below:

TYPE OF USE	SECURITY DEPOSIT	PER USE RENTAL FEE
One-time use	\$250	\$100/hour
Recurring use	\$250	\$75/hour

3. Permit fee can be paid by an in-state check payable to "Town of Acton," cash, and credit card. If paid by credit card, there will be a 3% credit card fee added to the total permit payment.
4. Permit payments and Security Deposit must be paid in full within two (2) business days of approved request.
5. The Security Deposit is required in the form of a separate check that will be returned upon inspection of the facility and confirmation that all permit requirements below have been fulfilled.
6. The permit may be cancelled without penalty with at least thirty (30) days' notice. Within that time, the permit may be rescheduled to another date only in the event of inclement weather (excluding rain), or sudden medical issue. If the permit holder chooses not to reschedule, a

credit will be placed on their account to be used for a future rental within 12 months subject to availability. No refunds will be given under any circumstances within thirty (30) days of the scheduled event.

7. Permit holder shall not exceed the maximum capacity of 100 people per room, or 200 people total in the facility at any one time.
8. It is the responsibility of the permit holder to setup and cleanup the facility to the condition it was prior to use. Furniture may be moved but must be moved back to original setup before leaving the facility. The permit holder is responsible to pick up any trash, clean tables, and monitor the cleanliness of the bathrooms. All trash and recycling must be bagged and placed in the receptacles provided. If the permit holder fails to appropriately clean the facility, or damages the facility or property belonging to the Town, the permit holder will forfeit their security deposit and be billed for any excess amount incurred by the Town to remedy the damage.
9. The permit holder will not use craft items that can permanently damage the Town's property. Stapling or taping items to the walls is strictly prohibited.
10. The permit holder is responsible for picking up the key to the facility before their rental date. This must be done at the Recreation Department, 50 Audubon Drive, Acton during office hours, Monday through Friday, 8:00 AM – 5:00 PM. Please schedule a time to do this with the Recreation Staff: 978-929-6640 Ext. 0. Recreation staff is responsible for teaching the permit holder how to open and close the facility. At the end of the rental, the permit holder must place the key in the drop box. Permit holder will forfeit their security deposit if they do not return the key.
11. Kitchen entry and use is prohibited by the permit holder and guests. Use of electronics (TVs, copier, sound system, telephones, etc.) is strictly prohibited by the permit holder and guests. If the permit holder fails to abide by this, they will forfeit their security deposit.
12. Alcohol is prohibited unless a 1-day liquor permit is granted by the Board of Selectmen or its designee. The permit holder is responsible for obtaining such a license.
13. **Liability for Injury and Recovery of Damages:**
The permit holder agrees to indemnify and hold harmless the Town of Acton and agrees to assume responsibility for all liabilities arising from or incident to the permit holder's use of the Recreation Center, it being understood and agreed that the Town assumes no obligations respecting the use of such premises. Depending upon the size and scope of a particular event, the renter(s) may be required to provide a Certificate of Insurance affording the following coverages:
 - General Liability of at least \$1,000,000 Bodily injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The policy must be endorsed to name the Town of Acton as an Additional Insured Party.
 - Workers' Compensation Insurance as required by law.
 - Umbrella Liability of at least \$2,000,000/occurrence, \$2,000,000/aggregate. The policy should be endorsed to name the Town of Acton as an Additional Insured Party; and
 - Social Host Liability coverage, if alcohol is being served.

I UNDERSTAND AND AGREE TO STRICTLY COMPLY WITH THIS AGREEMENT AND ALL APPLICABLE RULES AND POLICIES OF THE TOWN AND RECREATION DEPARTMENT IN USING THE RECREATION CENTER.

Permit Holder's Name: _____

Permit Holder's Signature

Date

APPROVED:

Acton Recreation Department Representative

Date