



Booking Date: _____

Security Deposit: \$150.00 Pd. _____

Rental Fee: \$100.00/Per Day Pd. _____

Town of Newport Town Common Rental Agreement

Adopted: 9/24/1991; Revised: 4/15/2016; BOS Approved 3/19/2018

This Agreement between the **TOWN** of Newport, NH
and _____

Name of Responsible Person

of _____

Mailing Address

Telephone Number: _____, on behalf of

_____, hereinafter referred to as the **USER**,
Name of Group or Organization

for an event known as: _____
Name of Event

and outlines for a special event the conditions for the use of:

- A. Newport Town Common
- B. Other Town Property known or described as:

1. The **USER** agrees to pay a security deposit of **One Hundred Fifty (\$150.00) Dollars**, required with this application, to reserve the Town Property referred to above. The security deposit will be refunded to the **USER**, after the event, if all terms and conditions of this Agreement are met. The security deposit will not be refunded to the **USER** if the **USER's** scheduled event is canceled less than seven (7) days before the event. Events sponsored by the School and/or Town are exempt from this security deposit and any rental fee. Rental of Town Properties are limited to non-profit organizations and special events.
2. The **USER** agrees to pay a **One Hundred (\$100.00) Dollar** per day rental fee for the use of an individual Town Property. The rental fee of **One Hundred (\$100.00) Dollars**, made payable to the "Town of Newport", is due ten (10) days prior to the scheduled event.
3. The **TOWN** has an obligation to ensure that Town Properties, green spaces, parks and fields are maintained in the best possible condition and the public expense and inconvenience to use such areas is kept to a minimum. The Town also recognizes the need for these spaces to be used for special events. In keeping with this intent, the following terms and conditions must be complied with:
 - A. The **USER** will ensure that heavy machines are not driven or parked on Town Properties. Passenger cars may be parked on the Common, parks and fields for the purpose of loading and unloading only, but cannot remain for more than one hours.
 - B. The **USER** shall not post signs on any shrub or tree growing on Town Properties. If the **USER** has a question in this regard, please contact Ken Dennis at (603) 477-4905.

- C. The **TOWN** provides trash receptacles on the Common as a normal convenience and will ensure these receptacles are cleaned at the end of the normal day prior to the day of the **USER's** event.

However, it is the responsibility of the **USER** to see that all trash is picked up, rubbish barrels emptied, and trash removed from whatever town Property is being rented by the **USER** on the same day as, and within four hours of, the end of their event. This includes removal of trash in and around trash receptacles resulting from overfill. The **TOWN** will enforce forfeiture of the \$150.00 security deposit paid under this agreement between the **USER** and the Town if rubbish removal by the **USER** is not complied with.

- D. The **USER** will be responsible for contacting the Chief of Police at (603) 863-3232 to see if Police services will be required. If Police services are required, the **USER** will pay the Town at the prevailing wage for Police Officers assigned. Some events may be required to have Town Fire or maintenance personnel standing by. Personnel costs for these employees will be paid for by the **USER**.
- E. The **USER** will ensure the activities or vendors are not allowed within twenty-five (25) feet of the memorials on the Common and the memorials will be kept clear of supplies, trash and other materials.
- F. If the **USER** intends to use the bandstand on the Common, the **USER** will ensure no signs, etc. will be attached to the bandstand in such a way as to leave holes or damage. Cooking device will not be allowed on the bandstand, and the bandstand will be kept clean of trash.
- G. If electricity is needed, the **USER** will ensure necessary steps are taken to prevent injuries from the electrical equipment/power cords, and the equipment/cords are in compliance with applicable codes for external electrical use.
- H. Restroom facility arrangements are the responsibility of the **USER**. During the summer, the **TOWN** provides one (1) chemical toilet on the Common for public use. If contractor-provided facilities are utilized, they will be removed within four (4) hours after the end of the event. In no case will such additional restroom facilities, equipment, tents, etc. be left overnight on any Town Property unless written permission is first received from the Town Manager.
- I. The **USER** will be responsible for all event participants. The **TOWN** will not be held liable for any injuries that occur as a result of or during the event.

This Agreement is in effect from _____ until _____
 Booking Date & Time Expected Departure Time

USER Signature (Agent for Group or Organization)

 Signature of Town Manager or Designee

 Date

 Date

USER/Agent's Phone Number