

Town of Rochester Board of Selectmen

One Constitution Way, Rochester, MA 02770

Pine Street Facility Use Request Form

DATE RECEIVED _____

**Facility Use Request Form
Must be Printed and Completed
Entirely to be processed**

Name of Organization _____

Type of Organization (Circle one): Non-Profit Municipal Educational

Contact Person _____

Mailing Address _____ City/State/Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

E-Mail _____

Event Purpose _____

Day and Date Requested (Please note that multi-day events are not permitted on this property outside of the Rochester Country Fair and no events are permitted on a holiday)

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Start Time (include setup) _____ AM / PM **End Time** (include clean up) _____ AM / PM

Events may not begin before 7 a.m. and may not end past 10 p.m.

(Please attach a schedule)

Expected Attendance: Children _____ Adults _____

Will you be charging admission? NO YES

Admission Charge: _____

Will you be serving food? NO YES Who is providing/cooking? _____

Food/type?: _____

Are they ServSafe Certified? NO YES

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Does your organization charge dues? NO YES If yes, amount: \$ _____

Will you be selling anything? NO YES What? _____

How many automobiles do you expect? _____

Priority For Facility Use Reservation Requests:

A: Town of Rochester Department

B: School Department

C: Town of Rochester Non-Profit

D: Non-resident non-profit group represented by a responsible person or entity taking full responsibility for the group's activity and actions, and so approved by the Board of Selectmen

Neighborhood Notification:

Applicants will be provided with contact information for the neighbors to the facility. The Applicant must provide proof to the Town that they have notified the neighbors of the proposed event.

Submitted by:

Signature

Print Name

Please note that the Town of Rochester reserves the right in their sole discretion to deny the use of Town of Rochester facilities for any reason.

Reservation Policies/Agreement

This agreement made this _____ day of _____, 20__ by and between the Town of Rochester through its Board of Selectmen (hereinafter referred to as "Rochester" or "Town") and _____ (hereinafter referred to as "User" or "Applicant").

WHEREAS Rochester wishes to promote the use of its property and provide for the enjoyment of the general public, and

WHEREAS User wishes to use said Town facilities.

NOW, THEREFORE the facilities and property of the Town of Rochester shall be used by User in accordance with the following policies and procedures:

1. Reservations must be made with the Town with an outline of event plans no later than 60 days prior to the proposed use of Pine Street facility.
 2. Applicant hereby assumes responsibility and liability for any and all injury or damage to the person or property of the User or others connected therewith, be they business or personal invitees, and further shall indemnify and hold the Town of Rochester and the Rochester Country Fair and their Directors, volunteers and employees harmless in the event of any such injury or damage from any and all claims, awards or attorneys' fees.
 3. In the event the User requires participants in the proposed activity to sign a release and/or waiver of liability, User shall include the Town and Rochester Country Fair and their Directors, volunteers and employees as covered parties in said release/waiver and shall provide the Town with a copy of said form.
 4. The applicant will abide by all applicable laws, by-laws and regulations, including but not limited to the rules of Board of Health, Police, and Fire Departments regarding public assemblies.
 5. In the event the User wishes to provide amplified music, the music shall be at a volume that cannot be heard beyond the property boundaries and shall not be used before 10:00am or after 8:00pm.
 6. No glass bottles or containers allowed on Town property.
 7. The User shall be responsible for its own clean up immediately following the event and must provide containers for any trash; the User must leave the area in the same condition in which it was found.
 - a. The User will remove any and all streamers, balloons, ribbon, tape, posters, signs, etc.
 - b. In the event that the Town must clean up the area following the event, the User shall be charged that expense. The Town and the Country Fair will determine "same condition," and the Town's decision is final.
 8. In the event an event requires electricity, the User shall coordinate the electric connections with the Town and the Rochester Country Fair. Any expense required for said connection and for the electricity used shall be the responsibility of the User. A deposit of _____ shall be required to cover electric
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costs. Any funds remaining after payment of the electric bill associated with the event will be returned to the user.

9. **A \$100.00 refundable damage deposit must be paid with the application.** The deposit shall be returned in full following the event provided that the facility was left as set forth in Policy 7.

10. Special events attracting more than 75 people may necessitate having police officer on duty, at the expense of the User, to assist with traffic control and parking, at the discretion of the Police Chief.

11. This permit may be revoked at any time by the Town, Town Administrator, or members of the Town of Rochester Police Department for violation of the above or any other Town or State rule, regulation or law.

12. In accordance with the vote of the Rochester Board of Selectmen and/or the Rochester Country Fair, the following stipulations shall also apply due to the specific use by the User:

a: _____

b: _____

I (We) assume full responsibility for any damages to Town of Rochester and Rochester Country Fair property and/or equipment that occur as a result of the requested use. Furthermore, I (We) understand that the Town of Rochester, its staff, and members of the Rochester Country Fair, will not be held liable for any injury or damage which may occur to me, my guests, invitees and/or members of the above named organization and or property during or as a result of our requested use of the property. Companies, Groups and organizations must provide a Certificate of Insurance, naming the Town of Rochester, Rochester Country Fair, their agents, servants and employees as additional insureds, evidencing the following: *Additional Insured Rider for general liability insurance with per occurrence and aggregate limits of not less than \$1,000,000.* The Town reserves the right to require additional insurance for events or activities.

To the extent permitted by law, the User agrees to defend, indemnify and hold harmless the Town of Rochester, Rochester Country Fair and their respective boards and commissions, officers, agents, officials, employees, volunteers, contractors, and representatives from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorney's fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or to property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern arising from any and all acts or omissions of the User, its employees, representatives, contractors, and/or agents in relation to the use of Town property indicated above, including, but not limited to, set-up and clean-up. This indemnification shall not be affected by the limits of the User's insurance coverage.

USER SIGNATURE _____ DATE _____

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My signature on this form indicates that I have read the Facility Use Request Form, Policy & General Rules and agree to abide by them.

For Office Use Only

Reservation Fee Payment

\$ _____ + Damage Deposit: \$50.00 = \$ _____ Cash Check # _____

Received by: _____ Entered into Calendar by: _____

Insurance Certificate Received: Yes No

Neighbors notified: Yes No

Copy of Application to Town Departments: Yes No

Rochester Fair Board of Directors Vote: _____ Date of Vote: _____

Board of Selectmen: Approved Denied Date of Vote: _____

Comments: _____

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Pine Street Fairground Facility Rules 65 Pine Street

1. Alcoholic beverages are not allowed on premises without a permit issued by the Board of Selectmen.
2. Smoking is prohibited on the premises.
3. Glass containers are prohibited.
4. Fireworks are prohibited.
5. No Circuses or Carnival Rides are permitted.
6. Hours for events shall be 7 a.m. to 10 p.m. and no event may take place on a holiday. That portion of any event involving loud activities such as music, heavy equipment, etc. shall be complete by 8 p.m.
7. Bonfires are prohibited.
8. No overnight camping is permitted with the exception of during the Rochester Country Fair and as may be otherwise specifically permitted by the Board of Selectmen.
9. The Rochester Country Fair Board of Directors shall be permitted no more than 6 fundraising events, outside of the annual Fair, at the fairgrounds during the year to benefit the Rochester Country Fair with no more than 1 event involving modified tractor pulling. The Board shall notify the neighborhood and the Board of Selectmen at least sixty (60) days prior to a proposed event.
10. All proposed users of the fairgrounds other than the Rochester Country Fair must submit an application, at least sixty (60) day prior to the event, to be reviewed by the Rochester Country Fair Board of Directors and approved by the Board of Selectmen. All applicants shall provide notice of any proposed event to the neighborhood.
11. All non-fair related events must complete an application and submit a signed Agreement.
12. All applicants must meet with a designee of the Rochester Country Fair to review the event layout and uses to ensure that they do not interfere with buildings, utilities, etc. There will be no digging, trenching or driving of stakes unless the location of such activity has been approved by the Fair Committee.
13. The property must be left in the condition that it was in prior to the event. Trash must be placed in containers provided by the event organizer and removed from the property upon the completion of the event.
14. All events other than the Rochester Country Fair shall be limited to one day duration. With the exception of the Rochester Country Fair as noted above, there shall be no more than 2 events by any entity or individual in a calendar year.

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15. No improvement (building, fence, etc.) shall be made to the fairgrounds unless it has been voted on by the Fair Committee and approved by the Board of Selectmen.

16. The Town reserves the right to terminate any event for violation of these rules and/or the creation of any disturbance (in the sole discretion of the Town).