

**EASTON RECREATION DEPARTMENT**  
**15 Barrows St.**  
**N. Easton, MA 02356**  
**Telephone 508-238-3084 - Fax 508-238-3089**

**FACILITY PERMIT APPLICATION**

FROM:

Responsible Applicant: \_\_\_\_\_ Telephone (Home): \_\_\_\_\_  
 Organization: \_\_\_\_\_ Telephone (Cell): \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone (Work): \_\_\_\_\_  
 Email: \_\_\_\_\_ FAX: \_\_\_\_\_

1. Field/Tennis Court/ Snack Bar/Gazebo Requested:

<u>Edwin A. Keach Park</u>	<u>Torie's Place Park</u>	<u>Unionville Field</u>	<u>Ali's Park of Eastondale</u>
Chestnut St. N. Easton	21 Rear Williams St. N Easton	184 Washington St. N. Easton	Pine St. S. Easton
Field 1 ____	Small Softball/Tee Ball ____	Softball Field ____	Tee Ball Field ____
Field 2 ____		Tennis Court ____	Gazebo ____
Field 3 ____			
Softball Field 1 ____			
Softball Field 2 ____			
Snack Bar ____			

DAY	M	T	W	T	F	SA	SU
DATE							
TIME							

2. Purpose of Use: \_\_\_\_\_

3. Number of Participants: \_\_\_\_\_ Easton Residents (yes/no) \_\_\_\_\_

4. Fees – Please refer to Fee Schedule (Please attach a copy of your registration form)

5. **Mandatory:** Attach a certificate of insurance showing general liability coverage and naming the Town of Easton as “additionally insured”

6. **Mandatory:** For all youth organizations: I (please print name) \_\_\_\_\_ certify that our organization is CORI certified and that all volunteers have been CORI checked as required by MA state laws.

\_\_\_\_\_ (Signature of Authorized Representative)

\_\_\_\_\_  
 Signature of Applicant Date

\_\_\_\_\_  
 Recreation Department Approval Date Approved

# Town of Easton Indemnification Agreement and Covenant

**REQUIRED BY ALL GROUPS USING THE TOWN OF EASTON FACILITIES**

For and in consideration of being granted a **Use of Town of Easton Facilities Rental Agreement** to access and use the,

\_\_\_\_\_ (Name of Facility to be used)

\_\_\_\_\_ (Name of Responsible Applicant/Organization)

referenced as (Applicant) hereby agrees to indemnify and hold harmless the Town of Easton, and all their past, present and future officers, officials, agents, servants, employees, against any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission or negligence of the Applicant or anyone claiming under the Applicant (including, but without limitation officers, agents servants, invitees, guests, students, volunteers, of the Applicant and employees and contractors of the Applicant), at or about the premises.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or a proceeding brought thereon or the defense thereof. If the Applicant or anyone claiming under the Applicant or the whole or any part of the property of the Applicant or anyone claiming under the Applicant shall be injured, lost or damaged by theft, fire or steam or in any other way or manner, no part of said injury, loss or damage is to be borne by the EPS or its agents unless caused by the negligence of the EPS.

Applicant shall maintain commercial general liability insurance, with respect to the premises and its appurtenances, issued by insurance companies authorized to do business in the Commonwealth of Massachusetts, naming the Town of Easton as additional insured, in an amount not less than One Million Dollars (\$1,000,000) combined single limit for both bodily injury and property damage. **Applicant shall deliver to Easton Recreation prior to commencing use of the Town of Easton's premises the policies of such insurance, or certificates thereof. Each such policy shall provide that the same shall not be modified or terminated without at least ten (10) days written notice to each named insured.(Applicant is advised that failure to maintain such commercial general liability insurance may result in Applicant being subject to potential liability for claims arising under or through the use of this license.)**

Applicant shall, at its own cost and expense, with counsel approved by the Town of Easton, defend any and all suits and actions (just or unjust) which may be brought against the Town of Easton or in which the Town of Easton may be impleaded with others upon any such above-mentioned matter, claim or claims, unless such other suit or action is the direct result of Town of Easton's negligence. The Applicant agrees that it shall not file any claim, complaint, charge or lawsuit against the Town for any matter, claim or incident, known or unknown, which occurs or arises out of Applicant's use of this license.

RESPONSIBLE APPLICANT: \_\_\_\_\_ (Title) \_\_\_\_\_ Date: \_\_\_\_\_

The Certificate of Insurance is attached, designates the location covered as the Town of Easton in which the event is held, and indicates coverage is for the period of the event.

EASTON RECREATION DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

## CONDITIONS OF USE

- All users shall agree to hold the Town of Easton, their agents, officers, and employees harmless from all property damage or personal injury, including death, resulting from the negligence of users relating to the use of the facilities, grounds, equipment or furniture.
- Minors may not rent Town of Easton facilities.
- Rental agreements are not transferable. It is required that users secure general liability insurance naming the Town of Easton as additional insured in an amount not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property. The Town of Easton assumes no liability for injury to any person present on Town of Easton property as the result of a permit issued to any organization or person. The Town further assumes no liability for damage and loss to equipment, and the holder of the permit shall be responsible and liable for damage and loss to the building or the equipment thereof.
- All users of Town of Easton's facilities are subject to the General Laws of the Commonwealth of Massachusetts prohibiting the practice of hazing, gambling, smoking and the use of alcoholic beverages, controlled substances or firearms and other dangerous weapons in any Town of Easton facility.
- If the Recreation Department determines that a police detail is required for public safety and/or traffic control, the user will be notified and will be responsible for making the arrangements with the Easton Police Department. All expenses necessary for a police detail shall be the responsibility of the user.
- The applicant will be responsible for all attendees involved in the function, i.e., participants, observers and/or anyone who enters the facility when it is under control of the applicant. If those in charge of the event do not properly supervise attendees, the Recreation Department reserves the right to hire such supervision and to charge the user. Exercising such right to hire will not incur any liability to the Recreation Department.
- At no time should any employee be paid in cash. No tipping allowed.
- Accidents or damages that occur during the use of the facility must be reported to the Recreation Department or designees within twenty-four (24) hours.
- All fields must be vacated by dark.
- Sponsoring groups submitting permit applications will not discriminate on the basis of race, color, national origin, gender, age, disability, sexual orientation, religion, marital status, changes in marital status, pregnancy, parenthood, veterans status, or political affiliation, nor will the groups or individuals deny access to the activity based upon any of the above.
- If the Recreation Department has not closed the field due to unfavorable conditions, it is still the responsibility of the permit holder to determine if an activity can be held due to wet or unfavorable conditions.
- Fields are not to be used if they contain standing water, muddy surfaces, or potentially damaging conditions.
- The user shall be responsible to reimburse the Recreation Department for any costs incurred that exceed the security deposit for any damages to the facility resulting from the individual or organization's use.
- There is no guarantee that the field permitted will be lined. It is the responsibility of the permit holder to make such arrangement with the Recreation Department. No one is allowed to line the fields.
- No littering. All trash must be picked up and placed in the nearest receptacle.
- If using the Snack Bar all trash/recycling needs to be carried away for disposal.
- Take all food and drinks with you.
- Unplug refrigerator and prop door open.
- Lock snack bar door and return key to lockbox.
- Permit holders shall leave the facility in the same or better condition.
- **Failure to assume these responsibilities will jeopardize any future rental requests and may result in immediate revocation of permit(s).**

I have read and understand the Conditions of Use

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Responsible Applicant

Date

## Fee Schedule (fees due at time of approval)

### Recreation Fields

Tier 1:

Easton Adult and Youth Organizations \$10/hr (2 hr minimum)

Tier 2:

Private Individuals / Private Schools / For Profit Teams under \$300 per registration \$25 /hr (2 hr minimum)

Tier 3:

For Profit Organizations / For Profit Teams over \$300 per registration \$50 /hr (2 hr minimum)

### Gazebo

Ali's Park of Eastondale \$25/ 4 Hours

### Snack Bar

Edwin A. Keach Park \$150 Security Deposit per organization/per year  
Security deposit is fully refundable if the Conditions of Use are met on a per organization/per use basis April - November

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### Recreation Tennis Court (Union Villa Field):

Tier 1:

Easton Adult and Youth Organizations \$5/hr

Tier 2:

Private Individuals / Private Schools / For Profit Teams under \$300 per registration \$10/hr

Tier 3:

For Profit Organizations /For Profit Teams over \$300 per registration \$15/hr

### The Recreation Department reserves the right to adjust fees at their discretion

Once a facility permit is processed, no refund will be given.

### The Recreation Department requires all leagues and organizations to provide the following information

- Completed application including:
  - Signed Indemnification and Covenant Form
  - Signed Condition of Use form
  - Signed Refund and Fee Schedule form
- A copy of the organization's insurance certificate. It must be for a minimum of \$1,000,000 general liability coverage and the Town of Easton must be named as additionally insured.
- If fee is required it must be submitted when application is approved, before using the facility.
- Please attach program, brochure or flyer.
- The snack bar requires a **Temporary Food Permit** from the Board of Health. The permit is online at [www.easton.ma.us](http://www.easton.ma.us) under Board of Health or call 508-230-0620.
- Please send a copy of the approved permit to [adaley@easton.ma.us](mailto:adaley@easton.ma.us) and display the approved permit in the snack bar during your event.

### Fees will help to offset facility maintenance costs

I have read and understand page 4

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Responsible Applicant

Date