

Moultonborough Recreation Department

10 Holland St. PO Box 411

Moultonborough, NH 03254

603/476-8868 www.moultonboroughnh.gov

**MOULTONBOROUGH FUNCTION HALL (139 Old Route 109, Moultonborough, NH)**

**APPLICATION AND BUILDING USE/TEMPORARY LICENSE AGREEMENT**

Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #(s) \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ E-mail: \_\_\_\_\_

Is this application made on behalf of a group/organization? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please provide the following information:

Name of group/organization: \_\_\_\_\_

Type of group/organization: \_\_\_\_\_

Is your organization a 501c3, non-profit, not for profit or charitable organization? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please provide a copy of the Dept. of Treasury certificate or other proof.

Will the person named above be the on-site supervisor for the event/use? \_\_\_\_\_ Yes \_\_\_\_\_ No

If not, provide the name, phone number, address, and email address of the individual who will function as the on-site supervisor at the time of the event/use:

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Requested date(s) of use: \_\_\_\_\_

Requested time(s) of use: From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm Please include setup & cleanup time

Do the above times include your setup and cleanup time? \_\_\_\_\_ Yes \_\_\_\_\_ No

Brief description of event/proposed use: \_\_\_\_\_

Has this event occurred before? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please provide previous dates and locations: \_\_\_\_\_

Expected number of attendees/guests: \_\_\_\_\_

Is this event open to the public? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will admission be charged? \_\_\_\_\_ Yes \_\_\_\_\_ No Cost of Admission: \_\_\_\_\_

If this is a fundraising event, please list the benefactor(s): \_\_\_\_\_

Will food and beverages be present? \_\_\_\_\_ Yes \_\_\_\_\_ No

It is prohibited for any person to consume, transport, carry or possess an open container of any liquor or alcoholic beverage, or consume said beverage, while within or on the grounds of the Moultonborough Function Hall.

Will commercial activity (e.g., vendors/businesses selling/distributing food, beverages, merchandise, and/or services) occur during the event/proposed use? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please provide the name and address of the vendor(s)/business(es) and the item(s)/ service(s) to be sold/distributed: \_\_\_\_\_

## **FEES:**

License Fee: \$250

Deposit: \$175 (refundable upon satisfactory condition of facility)

Total \$425

**Checks should be made payable to the Town of Moultonborough**

All COMPLETE applications for temporary revocable licenses shall be processed in order of receipt. A reasonable effort will be made to accommodate applications and process them in a timely manner. Completed applications and payment of fee/deposit should be submitted to:

Moultonborough Recreation Department  
10 Holland Street PO Box 411  
Moultonborough, NH 03254

## **TERMS OF LICENSE/USE**

The Town reserves the right to impose reasonable and actual administrative costs on the Applicant/Licensee, including but not limited to necessary security, clean-up, and traffic managements costs so that same are not borne by the Town and taxpayers.

The Town of Moultonborough recognizes and respects the rights of free speech and assembly and will review applications in a consistent and neutral manner. Approval of applications and/or issuance of a temporary license for use of Town property does not constitute an endorsement of the applicant's/licensee's philosophy, viewpoint, or objectives by the Town.

To the extent permitted by law, the Town may deny an application for a temporary revocable license based on one or more of the following:

1. The requested date and time is unavailable.
2. The application (including any required attachments and/or submissions) is incomplete.
3. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made contains a material falsehood or misrepresentation.
4. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made has damaged Town property on prior occasions and not paid for the damage.
5. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made is legally incompetent to contract or to sue and be sued.
6. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made has violated the terms of a prior temporary license for use of the Town Facility.
7. The proposed use would present an unreasonable danger to the health and/or safety of Town residents, visitors, employees, agents, volunteers, and/or other members of the public.
8. The proposed use is prohibited by law.

Any applicant seeking a waiver of any of the requirements and/or fees set forth in this agreement shall submit a written request to the Moultonborough Recreation Department at least 60 days prior to the requested date(s) of use.

Any application that is denied will be returned to the applicant stating the reason for such denial. If the reason for denial is the unavailability of the date and/or time requested, the Town will endeavor, to the extent practicable, to suggest alternative dates/times that might be available.

Any applicant denied a license to use the facility or a requested waiver or modification of any condition/term of this agreement, may appeal the decision to the Moultonborough Recreation Department within 5 days, stating in writing the reasons why the denial of the license or waiver was erroneous, unfair and/or improper. A decision will be rendered within 5 days following receipt of the written appeal.

**NATURE OF LICENSE:** All licenses to use the Moultonborough Function Hall are temporary, revocable, and conditional. The Town of Moultonborough reserves authority to revoke the license in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon the license in public interest. The Town of Moultonborough reserves the right to cancel any event/approved use based on viewpoint neutral administrative considerations.

**INDEMNIFICATION:** The approved applicant (hereinafter "Licensee") hereby agrees to protect, indemnify, save, defend and hold harmless the Town of Moultonborough, including its officials, agents, employees, and volunteers ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to attorney's fees, which the Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, death of person, property damage and/or loss, and/or personal injury (libel, slander, etc.), arising out of the Licensee's acts or omissions in the use of the facility licensed to the Licensee, whether or not such injury, death, and/or damage is caused in part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of the Indemnified Parties.

Should the Licensee wish to use the facility on any day before or after the agreed rental date for purposes of preparation or cleaning up, additional rental days may be charged, and dates and times will be specified herein. If the license is canceled by the Licensee less than 45 days before the date of the approved license, the deposit will be forfeited, and the license fee will be refunded.

**INSURANCE:** Without limiting its indemnification, the Licensee shall procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Moultonborough is named as an additional insured with coverage limits of not less than \$1,000,000 per occurrence. Licensee shall furnish the certificate of insurance and an endorsement no later than 15 business days in advance of the event/use. If Licensee cannot provide such proof of insurance as described above, as an alternative, the Licensee may purchase a Special Events policy, such as TULIP (Tenant Uses Liability Insurance Program). The Licensee is required to have the Town of Moultonborough named as an additional insured on the Certificate.

**ASSIGNMENT:** This Agreement is not assignable to any other person or entity.

**RIGHT OF ENTRY AND TERMINATION:** The Town, its officers, agents and employees shall have the right to enter the licensed property at all times during the event/use to confirm Licensee's conformance to this Agreement. If the Town determines, in its sole judgment, that it would like to terminate the License for any reason it shall have the right to immediately terminate this Agreement at any time without penalty or liability and Licensee, its guests and vendors shall cease the event/use and exit the property in an orderly manner.

**CONFORMANCE WITH LAW AND RULES:** Licensee agrees that Licensee will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances. Licensee shall not engage in or allow any disorderly, unruly, loud, unsafe or illegal activity to occur at the Town property.

**MODIFICATION/AMENDMENT/MERGER:** This Agreement constitutes the entire merged Agreement between the parties. Any modification, amendment or supplementary provisions must be in the form of writing signed by the parties and which expressly modifies this Agreement.

**SEVERABILITY:** If a Court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A Court may reasonably reform any stricken provision in order to effectuate the parties' intent.

**CHOICE OF LAW/FORUM:** This Agreement shall be construed under New Hampshire substantive law without regard to any rules governing choice of law. Any court action regarding this Agreement must be filed and litigated in the New Hampshire Superior Court in Carroll County, New Hampshire.

ATTORNEY'S FEES AND COSTS: In regard to any legal proceedings regarding this Agreement, the Town shall be entitled to recover from Licensee the Town's reasonable attorney's fees and costs to the extent the Town is a prevailing party.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ ("Licensee") understand that the use of the Town of Moultonborough's property is a privilege and that should the Town of Moultonborough approve this request to use the Town facility and issue a temporary license, the license is contingent upon the Licensee's agreement to and compliance with the Town of Moultonborough's rules, requirements, processes, terms and conditions. Further, Licensee understands the use of the Town facility may be cancelled with no notice due to an emergency requiring use of the Town facility. In addition, Licensee understands the Town of Moultonborough reserves the right to suspend usage and deny future use of the Town facility by Licensee if Licensee fails to comply with all rules, requirements, processes, terms and conditions of use of the Town facility. Licensee understands that all required documentation and certificates must be on file at the Moultonborough Recreation office no later than 15 business days prior to the scheduled event. The undersigned hereby acknowledges having read and understood the foregoing and agrees to be bound by the terms and conditions of this agreement. By my signature below, I acknowledge that I am authorized to sign on behalf of Licensee.

I have read and agree to abide by these terms and conditions.

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Printed Name of Licensee

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Signature of Licensee

Date

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Town Representative Printed Name

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Signature of Town Representative

Date

Please complete, sign and submit the original of this four (4) page Application and Building Use/Temporary License Agreement, along with payment of the fee, security deposit and Certificate of General Liability Insurance with the Town of Moultonborough, its officers, agents and employees listed as additional insured to:

Moultonborough Recreation Department  
10 Holland Street  
Moultonborough, NH 03254  
603/476-8868

Or mail to :

Moultonborough Recreation Department  
PO Box 411  
Moultonborough, NH 03254

If approved, the Application and Building Use/Temporary License Agreement will be signed by a representative of the Town of Moultonborough and returned to you. Any application that is denied will be returned to the applicant stating the reason for such denial.

Revised 6/25

FOR OFFICE USE ONLY

License (rental) Fee received  \_\_\_\_\_  
Date

Security Deposit received  \_\_\_\_\_  
Date

Cert. of G L Insurance received  \_\_\_\_\_  
Date

Fee waiver requested  \_\_\_\_\_  
Date

Notes: \_\_\_\_\_  
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Reason for Denial: \_\_\_\_\_  
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