

Norton Library Park

68 East Main Street
P.O. Box 1109 Norton,
MA 02766

LIBRARY PARK LICENSE APPLICATION

Licensee _____ Telephone: _____

Function Coordinator (if different) _____ Tel. _____

Street Address _____ Home _____

City _____ State _____ Zip _____ Work _____

email address _____

1. Type of event: _____
2. Day and date of the event: _____ Time: __ (am/pm) to __ (am/pm)
3. Approximate number of guests: _____
4. License fees: \$ 400 (wedding ceremony or uncatered reception, up to 1 hour)
\$ 600 (wedding ceremony or uncatered reception, up to 2 hours)
\$ 1000 (catered reception or party, up to 4 hours)
\$ 1200 (catered reception or party, up to 5 hours)

Outside rental items, such as chairs, tents, tables, and other items, are not included in the above prices.

A non-refundable deposit of \$100 is due with this contract. The balance of all fees is due 30 days prior to the event date. If the event is cancelled up to two weeks prior to the date, the balance will be refunded. The balance is not refundable if cancellation occurs within two weeks of the license date. The license fee is not tax deductible.

An additional damage deposit (\$500 for 1-3 hour affair; \$1,000 for 4-5 hour affair) is required 30 days in advance by cashier's check or money order, which will be held in escrow until after the event. The damage deposit will be returned within one week if the Park remains in satisfactory condition (including trash removal) upon completion of the event. Licensee is responsible for paying the cost of returning the Park to its original condition and the cost of repairing all damage to the property.

I have read and agree to the terms stated above and the conditions stated on the next pages, and which are incorporated herein by reference.

Signed (Licensee) _____ Date _____

For our information: Caterer _____ Phone _____

Signed (Norton Library Park) _____ Title _____

Total License due \$ _____	Attendant fee of \$ _____	Deposit (\$100) received (date) _____	initials _____
Balance of \$ _____	due by (date) _____	Balance of fee received (date) _____	initials _____
Damage deposit (\$ _____)	due by (date) _____	Damage deposit received (date) _____	initials _____
		Damage deposit returned (date) _____	initials _____

Please sign and return this form and the last page to the Norton Library Park.
A Library Park representative will then sign it and return a copy to you for your records.

Norton Library Park

68 East Main Street
P.O. Box 1109
Norton, MA 02766

LICENSE AGREEMENT FOR USE OF THE GROUNDS OF THE NORTON LIBRARY PARK

Licensee hereunder agrees to comply with and be bound by each of the provisions of this agreement.

The Licensee must designate one person to act as Function Coordinator. The Library Park Committee (LPC) is not a function coordinator and will not act in such a capacity. Communication with LPC should be only by scheduled conference with the individual designated by the LPC.

Two attendants provided by LPC are required for all functions. For functions of more than 125 people, three attendants are required. The fee for this service, based on a cost of \$25 per hour per attendant, is born by the Licensee.

The Function Coordinator must interact directly with the LPC attendant(s); this should be the primary or sole line of communication between LPC and the function during the set-up, function, and breakdown period.

STATEMENT OF RESPONSIBILITY OF LICENSEE

- A. The license agreement includes the use of the Library Park, the kitchenette off the Community Room, and the restroom facilities of the Library. It does not include the main part of the Library.
- B. Licensee acknowledges and agrees that it accepts the Park in "as is" condition for the purpose of this License, and that the LPC has made no representation or warranty regarding the fitness of the Park for the permitted use.
- C. All activities, including quiet removal, must conclude no later than 9:00 p.m. or such other time as determined by the Library Park Committee. Exceptions must be in writing in advance, signed by an authorized LPC representative.
- D. All equipment such as tables, chairs, china, and utensils should be delivered, set up, and removed the day of the event. This also includes fresh flowers and all other decorations. If they are unable to be removed by 9:00 p.m., special accommodations can be sought from the LPC for their removal immediately the following morning.
- E. Other equipment needed for the event, such as trellises, canopies, tents, platforms, etc., may be brought into the Park by prior arrangement with the LPC. Dance floors may only be set up on the day of the event, and must be removed immediately following the event. Due to the grassy terrain of the Park, the **wearing of spike or high heels is prohibited.**
- F. Music, if provided, shall be subdued due to the residential character of the neighborhood. Minimal amplification of voice and instrumental music is permitted, but will be subject to control by the LPC attendant. Entertainment must conclude by 8:30 p.m.
- G. Parking is limited in the area; there is some on Elm Street, in the Park parking lot, and next to the Library. Illegally parked cars are liable to be ticketed and towed to a distant location.
- H. Caterers must be approved by the LPC. They must carry appropriate insurance. Caterers may have access to the property two hours before the event begins and one hour after it concludes.

- I. Running water (both through a hose and in the kitchenette) and electricity (110 volt, 20 amp) are available, but a caterer must provide all the support facilities/utilities for an event. The LPC has no obligation to supply any additional utilities to the Park.
- J. Alcoholic beverages are permitted only if the Licensee secures all required licenses from the Town of Norton. Copies of said licenses must be provided to the LPC twenty-one days in advance.
- K. Only food and beverages served by a caterer may be consumed on the premises. Food and beverages are not allowed in the Library. The sale of alcohol is prohibited under all circumstances. There will be no exceptions.
- L. Smoking is prohibited within the Library property.
- M. Birdseed, rice, or other thrown material is prohibited on the grounds of the Library Park.
- N. The Licensee is responsible for cleaning the grounds immediately after the event and for the prompt removal of trash. Caterer can be contracted to clean grounds, but Licensee is responsible. Licensee shall neither cause nor suffer any damage to the Park, and shall maintain the Park in good order at all times. The Licensee's responsibilities shall include the repair of any and all damage to the Park or the Library resulting from any act, failure to act, or negligence of the Licensee.
- O. The Licensee agrees to pay all costs of returning the Park to its pre-event condition, in the event that damage exceeds the amount of the security deposit.
- P. The Licensee shall keep in force, at its sole cost and expense, during the full term of this License, comprehensive public liability insurance insuring the Licensee and the Library Park Committee against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon the Park as a result of the exercise by Licensee of the rights granted by this License and naming the LPC as a named insured.
- Q. Licensee agrees to indemnify, defend, and hold harmless the Library Park Committee against any claim by any person for any injury or death to persons or loss or damage to property occurring upon the Park or the Library and relating in any way to Licensee's exercise of its rights under this license.
- R. This license may not be modified except in writing, duly executed by both parties. This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License. If any portion of this License is declared to be illegal, unenforceable, or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law. This License shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

I have read and agree to the above conditions. Witness my hand and seal this _____ day of _____, 20__.

Signature (Licensee): _____

Name (please print clearly): _____, Licensee

Address: _____

Telephone Number: _____