

Town of Durham Conservation Committee Application For White's Farm Use by Club/Group/Organization

Application to be submitted no later than the first Tuesday of the month in which the applicant will attend Conservation Commission's regular monthly meeting, held second Tuesday of the each month (except August), to discuss the application with the Commission so it may weigh approval.

SUBMIT COMPLETED APPLICATION TO CONSERVATION CHAIR AT paugur@townofdurhamct.org

Applicant Information

Entity Name: _____

Entity Address: _____

Contact Phone: _____ and Email: _____

Date(s) for White's Use Requested

Please list date(s) requested (including rain date(s), if applicable):

Purpose

Please describe the activities and estimated number of people at your event(s):

Insurance Requirement if Approved

If application is approved, the organization must have on file with the Finance Director prior to the event proof of insurance, of the kind detailed on page 2.

Duly Authorized Representative of Applicant

My signature warrants: 1) I am duly authorized to submit this application and that I attest that the insurance on file with the Finance Director will remain in place for the event date(s) requested; 2) my organization will adhere to the attached agreement and abide by all rules and regulations pertaining to Durham open space.

Signature: _____ Date: _____

Printed Name: _____

Title/Role: _____

THIS AGREEMENT is not valid unless and until approved by the **Town of Durham Conservation Commission**.

THIS AGREEMENT is by and between the **Town of Durham Conservation Commission**, whose business address is 30 Town House Road, Durham CT 06422 and Applicant, as detailed on page 1.

The parties agree as follows: Owner hereby grants access to the Applicant to use Town designated Open Space, on event date(s), and event hours, as indicated on approved Application for approved purposes, and no other.

Disclaimers: Applicant acknowledges that the Space shall be provided by the Town of Durham as is, and the Town of Durham makes no warranty regarding the suitability of the Open Space property for the Applicant's intended use.

Condition: After the completion of the Event, the Applicant shall leave the Open Space property in the same or similar condition as received from the Town of Durham.

Damages: Beyond ordinary wear and tear, Applicant shall be responsible and liable for any damage caused by Applicants use of Open Space property and will repair any such damage.

Cleanup: Applicant will be responsible for clearing all trash generated at the Event.

Right of Entry: The Town of Durham shall have the right to enter the Open Space property at any time for any reasonable purpose, including any emergency that may threaten damage to the Town of Durham property, or injury to any person in or near the Space.

Insurance: Before execution of the Contract, the Proposer will be required to file with the Finance Director a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Town, shall name the Town as an additional insured party on a primary and non-contributory basis on the form furnished with these specifications. A waiver of subrogation is required in favor of the town of Durham on all policies, including workers' compensation. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000, combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of \$2,000,000 for all damages during the policy period. This coverage shall be primary and non-contributory.

Hold Harmless & Indemnification: The Town of Durham does not waive its right to subrogation with respect to any coverage, including workers' compensation. To the fullest extent permitted by law, the Applicant shall at all times defend, indemnify and hold harmless the Town of Durham and all of their its officers, agents, and/or employees from and against any and all claims, demands, damages, losses, judgments, costs, workers' compensation payments, expenses and counsel fees arising out of or alleged to arise out of the performance of the agreement, negligence of Applicant and any of Applicant's members, and breach of this agreement. This provision shall survive termination of the agreement.

The existence of insurance shall in no way limit the scope of this indemnification. The Applicant further undertakes to reimburse the Town for damages to the property caused by the Applicant, or their members, agents, or subcontractors or material men or by faulty, defective or unsuitable material or equipment used by them.

Revocation: The Town of Durham shall have the right to revoke this agreement at any time prior to the Event Date, provided it give the Applicant prior written notice of revocation.

Conservation Commission Approval

This application and agreement are not valid unless and until approved by the Town of Durham Conservation Commission.

Signature: _____ Date: _____

Printed
Name/Title: _____