

**Town of Bernardston
Property Use Agreement**



**Town of Bernardston
Town Property Usage Agreement**

*This policy was adopted by the
Bernardston Selectboard on March 6, 2024*

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Terms, Conditions and Statement of Policy

It is the policy of the Town of Bernardston that any person or organization wishing to reserve and utilize Town facilities for such person or organization's exclusive use for purposes of recreation, private events or to provide instruction shall follow the procedures listed below.

___ 1. **Use.** A written Public Facility User Agreement shall be established between the Town of Bernardston and a Designated User for the purpose of determining and defining the use of the Town's facilities by the Designated User, said use being subject to the policy's terms and conditions.

___ 2. **Representation.** The Designated User shall be present the entire duration of the function. The Designated User is responsible for preserving order. If an emergency arises and the Designated User needs to leave the function for any length of time, a representative shall be appointed by the Designated User to take charge of the function.

___ 3. **Procedure.** The Town will make available its facilities to persons or organizations on a first-come-first-served reservation basis provided that a Public Facility User Agreement Form and all required documentation and fees are submitted to the Town Clerk and approved by the Selectboard pursuant to this policy.

___ a. A Public Facility User Agreement Form shall be submitted to the Town Clerk a minimum of thirty (30) days prior to the event with the following documentation:

___ 1) Payment of applicable security deposit. A refundable Security Deposit may be required. The Security Deposit amount will be determined by the Selectboard and will be paid in full within seven (7) days of the Selectboard approving the event.

___ 2) Fees. The Town of Bernardston may require a fee to use Cushman Park or Pratt Field.

___ 3) Proof of insurance. The Town of Bernardston may require a certificate of insurance naming the Town of Bernardston as an additional insured entity.

4) Public Facility User Agreement Form shall be signed by the person responsible and with authority to bind for the Town facility requested.

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___ b. The Selectboard shall approve or deny the Public Facility User Agreement Form request by simple majority vote at the regular Selectboard meeting with all appropriate documentation, proof of appropriate insurance and payment of the applicable fee or deposit.

Acceptable Use and Care of Town Properties: The Selectboard may require the Designated User to coordinate a walk-thru with the Highway Superintendent prior to the scheduled event.

___ 1. **Parking.** All function parking must take place in designated areas. There is no parking on any street in the Town of Bernardston, unless prior approval from the Selectboard or designee is obtained.

___ 2. **Decorations.** The method of installation of all decorations shall be approved by the Selectboard. No staples, tacks, nails or other material that may cause permanent damage shall be used to fasten or affix anything to any Town structure.

___ 3. **Furnishings & Fixtures.** No furnishings or fixtures shall be removed, moved or installed without prior approval of the Selectboard or designee.

___ 4. **Damage.** Any damage to the Town's property, structures, grounds, or any part thereof, caused directly or indirectly by the Designated Users' agents, employees, guests or invitees, shall be the direct responsibility of the Designated User. The Designated User shall be obligated to pay an amount as determined by the Town of Bernardston to correct damages.

___ 5. **Cleaning.** It is the responsibility of the Designated User to restore the function site to its original condition. Failure to clean the areas used for the function (including removal of all decorations, refuse, flowers, bottles, cans, chairs, grills, tents, tables, etc.) will result in a forfeiture of your security deposit.

___ 6. **Trash Removal.** At the conclusion of your function, all garbage and refuse will be removed and taken off site to be properly disposed of.

Alcohol, Tobacco, Drugs, Firearms, Misc.

___ 1. **Firearms.** The possession and use of firearms is strictly prohibited, unless specifically authorized by law and/or approved by the Chief of Police.

2. **Smoking and the use of Tobacco or Marijuana Products.** There is no smoking or use of any tobacco or marijuana products at any Town of Bernardston properties.

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___3. Drug Use. Anyone attending the function observed using any illegal drugs are to call the Bernardston Police Department and shall be removed immediately from the Town property. Drug use may be cause for immediate termination of the function.

___4. Alcohol. No alcoholic beverages are to be consumed or brought onto any Town property unless permitted through the Town of Bernardston Selectboard Office. Anyone attending the function observed consuming alcoholic beverages are to call the Bernardston Police Department and shall be removed immediately from the Town property.

___5. Fireworks are not allowed.

___6. Open burning or burn pits are not allowed with out a permit. Burn permits are available January 15 – May 1 between 8:30 AM and 1:00 PM, depending on weather conditions and subject to certain requirements. Residents of Bernardston and most other Franklin County communities can obtain a permit by calling the Franklin County Dispatcher (Shelburne Control) at (413) 625-8200.

___7. Overnight events are prohibited.

Federal, State & Local Bylaws and Regulations

___1. Laws. The Designated User or his/her agents, employees, guests or invitees shall comply with all federal, state, and Town bylaws.

___2. Permits and Licenses. It shall be the responsibility of the Designated User to obtain all permits and licenses as required by the Commonwealth and the Town of Bernardston.

___3. Taxes. The Designated User or his/her caterer shall pay and collect any applicable sales and meal taxes of food and non-alcoholic beverages served.

4. Gain. No Town property or facility shall be used for personal or commercial gain.

Additional Agreements

1. Assignment. The reservation on the Public Facility User Agreement Form is for the specific purpose, date and time designated. The Public Facility User Agreement Form may not be transferred to any other person, corporation, group or other entity or applied to any other Town property.

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___2. Violation. The Town of Bernardston reserves the right to cancel the function at any time, even when it is in progress, should the terms of the Public Facility User Agreement be violated by the Designated User or his/her agents, employees, guests or invitees. The decision may be made at the Town of Bernardston's sole discretion; and the Town's decision shall be binding and final. In such a case, the Town of Bernardston shall retain all payments and shall not be liable for any charges or forfeited deposits imposed by any caterer or other hired services.

___3. Additional Terms & Conditions. Each Town property may have additional terms & conditions over and above the provision contained in this policy. Any violation of a term or condition shall have the same consequences as a violation of the Public Facility User Agreement.

___4. Release and Indemnification. The Designated User and his/her heirs or assigns shall release and forever discharge the Town of Bernardston, its agents, officers, officials and employees from all suits, claims and demands whatsoever, including for negligence, which he or she, or his/her agents, employees, guests or invitees may ever have for any personal or bodily injury, death or property damage arising out or resulting from, in whole or in part, the use of Town property subject to the Public Facility User Agreement. The Designated User also agrees to defend and indemnify the Town against all such suits, claims and demands by any third party, including but no limit to his/her agents, employees, guests and invitees, and to save the Town forever harmless from any such suits, claims and demands.

___5. The Town of Bernardston may require a certificate of insurance naming the Town of Bernardston as an additional insured. An additional proof of insurance of a minimum of \$50,000 will be required if there is any cooking that will be done on site.

6. Prohibited Functions. It is at the discretion of the Selectboard to reject any and all functions. Decisions may be appealed to the Selectboard and that decision will be made final.

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The Designated User shall initial next to each section indicating they have read and understand each term and condition.

Signature of Designated User

Date

Signature of Alternate Designated User

Date

Signature of the Selectboard Chair

Date

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