

Camp Nahaco Park Commission License Agreement

Licensee is hereby given permission to use those facilities at Camp Nahaco identified below upon the following terms and conditions:

I. Licensee

Name _____ Contact Person _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ E-mail _____ Fax _____

II. Extent of License

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> A. Dining Hall
Capacity: 175 | <input type="checkbox"/> B. Dining Hall and Kitchen
Capacity: 180 | <input type="checkbox"/> C. Pavilion
Capacity _____ | <input type="checkbox"/> D. Non-Specific Bldg
Name _____ |
| <input type="checkbox"/> E. Water Front
Specify Use _____ | <input type="checkbox"/> F. Camping Area
Name _____ | <input type="checkbox"/> G. Winter Shelter
Name _____ | <input type="checkbox"/> H. Non-Specific Bldg
Name _____ |
| <input type="checkbox"/> I. Amphitheatre | <input type="checkbox"/> J. Shower Facilities | <input type="checkbox"/> K. Ball Field | <input type="checkbox"/> L. Open Area
Location _____ |

III. Purpose of Use _____

IV. License Period

Commence _____(Mo/Day /Yr) AM/PM End _____(Mo/ Day /Yr) AM/PM

V. License Fee

\$ _____

Security Deposit

\$ _____

Payments

- \$ _____ Security Deposit payable upon signing of this Agreement
- \$ _____ 50% of License Fee payable upon signing of this Agreement
- \$ _____ Remainder of License fee payable fourteen (14) days before commencement of the license period.
- \$ _____ Estimated charge for propane usage (applicable only for licensee use of II. B above.)

VI. Indemnification. Licensee agrees to indemnify, defend and hold the Town of Woodstock, Town of Eastford, Camp Nahaco Commission, their chartered affiliates, agents, servants, employees, officers, and directors, harmless from and against any and all claims for damages to persons and/or property arising from the occupancy and use of the facilities and premises at Camp Nahaco licensed hereunder, including the related parking areas, buildings and equipment, by the Licensee, its servants, agents, invitees, and licensees, and whether before or after the stated term of this Agreement, or for the stated purpose of this Agreement.

Licensee will be responsible for, and shall indemnify, defend, and hold the Town of Woodstock, Town of Eastford and Camp Nahaco Park Commission harmless from and against any and all claims for damages to Licensee's property

and that of Licensee's agents, employees, invitees, and licensees related to the use and occupancy of the facilities and premises.

A Certificate of Insurance is required evidencing General Liability insurance with a minimum limit of liability of \$1,000,000 combined single limit and evidencing that Camp Nahaco Park Commission, Town of Eastford and Town of Woodstock are additional insureds with respect to the Licensee's use of both the dining hall and kitchen facilities.

License Insurance Certificate Number* _____(copy must be attached to this License)
Insurance Company _____ Insurance Agent _____
Address _____ Telephone _____

VII. Non-exclusivity of Use. The Licensee may have exclusive rights to certain facilities specifically denoted in Section II and usage rights outlined in this Agreement. However, the Camp Nahaco Park Commission may permit the residents of the Town of Eastford and the Town of Woodstock to use the property at any time for general recreational activities including, but not limited to, hiking, fishing, cross country skiing, horseback riding, and aquatic activities. Camp Nahaco Park Commission may also permit other parties to use the premises not denoted under Section II in this Agreement.

VIII. Licensee shall at its sole cost and expense provide the following:

1. The removal of all refuse, garbage and waste to the dumpster on site.
2. Care of the grounds, buildings, and all tangible personal property in a neat, clean and orderly manner.
3. Proper parking and traffic control.
4. Set-up and clean-up.

At the termination of Licensee's occupancy, the facilities or premises at Camp Nahaco shall be left in a condition satisfactory of the Camp Nahaco Commission.

IX. Licensee is prohibited from swimming at all times. The Camp Nahaco Park Commission reserves the right to approve any and all use of the waterfront for swimming, and shall do so only upon request of licensee and in writing and attached herewith. If approval is granted as specified, a certified lifeguard shall be required to be on duty at all times at licensee's sole cost and expense.

X. Licensee agrees to abide by the most current copy of the Camp Nahaco Park Commission of Rules and Regulations attached herewith. Licensee shall not create, or allow the creation of, any nuisance, public or private, in its use of the facilities. There shall be no smoking in any building on the Camp Nahaco premises. Licensee shall terminate all activities at the facilities at Camp Nahaco at the time designated on this permit or be subject to a penalty of \$100.00 for every hour they violate the designated time of termination of their license.

XI. Licensee shall be responsible for ensuring that parking is permitted in designated parking areas only. There shall be no parking at any time or for any reason on the athletic fields.

XII. The Camp Nahaco Park Commission reserves the right to require that the Licensee provide at Licensee's sole cost and expense police or private security service as a condition to the license granted by this Agreement.

XIII. All of Licensee's activities at the facilities at Camp Nahaco shall be carried out in accordance with the terms of this Agreement and to the satisfaction of the Camp Nahaco Commission. In the event that the Licensee breaches any of the terms and conditions of this Agreement, the Camp Nahaco Park Commission shall have authority to immediately terminate this Agreement and eject the Licensee and their agents, employees, invitees and licensees from Camp Nahaco. The Camp Nahaco Park Commission will not enter into any new licensing Agreements with the Licensee if Licensee has not fully performed all of the terms and conditions of this Agreement.

XIV. The Security Deposit will be held by the Camp Nahaco Park Commission until the building or area of use has been inspected upon completion of use. Upon satisfactory inspection by the Camp Nahaco Commission, the Security Deposit will be refunded. If the Licensee cancels this event less than thirty (30) days prior to the date of the event, the

security deposit will be forfeited. Failure to pay the remaining 50% license fee at least fourteen (14) days before the event shall constitute a cancellation, justifying a forfeiture of the 50% held by the Commission.

XV. In the event that the Camp Nahaco Park Commission determines that there is/will be any violation of this Agreement or State and/or Town of Woodstock and/or Town of Eastford regulations, they have the right to cancel the event for cause at any time, including during the event. The Camp Nahaco Park Commission will not be responsible for any losses suffered by the Licensee when the event is cancelled for cause, acts of God, inclement weather, or fire.

XVI. The Camp Nahaco Park Commission reserves the exclusive and final right of approval for the use of the Camp Nahaco and the use of its facilities and premises. Camp Nahaco Park Commission shall have free access to the areas licensed to the Licensee at all times. In the unlikely event the Camp Nahaco Park Commission decides to cancel an event for reasons other than those of Section XIII, they will make every effort to notify the licensee in a timely fashion and will refund the Security Deposit in full and 50% of Licensing Fee, but will not be responsible for any caterer/liquor dealer/rental service payment or deposit that may be imposed upon the licensee for such cancellation.

XVII. This Agreement may not be assigned by the Licensee without the prior express written consent of the Camp Nahaco Park Commission.

XVIII. If any section, provision, or portion of this Agreement shall be held invalid for any reason, such invalidity shall not be construed to invalidate any other section, provision, or portion thereof.

Dated at _____, this _____ day of _____, 200__.

Camp Nahaco Park Commission Representative:

Licensee:

Signature

Signature

Title _____
Hereunto Duly Authorized

Title _____
Hereunto Duly Authorized