



# Somersworth Parks & Recreation

## Millennium Park License Agreement

This Agreement, dated \_\_\_\_\_ by and between the City of Somersworth, and \_\_\_\_\_, is for a temporary revocable license to use a public facility or premises in the City of Somersworth under City Ordinance Chapter 30: Conduct in Public Parks.

In consideration of the mutual covenants and conditions stated herein, the parties agree as follows:

1. **FACILITY/PREMISES.** The City allows use of Millennium Park for the Event described below, subject to the terms and conditions set forth below.
2. **EVENT.** Describe the Event for which the Facility/Premises will be used (please include approximate number of attendees): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. **DATE(S) and TERM of LICENSE.** The date(s) of the Event will be \_\_\_\_\_  
\_\_\_\_\_, from \_\_\_\_\_ (a.m./p.m.) until  
\_\_\_\_\_ (a.m./p.m.), at which time the LICENSE expires.
4. **PARK FEATURES(S)** License Agreement is desired for *(Please circle all that apply)*:

**All Park Amenities**

**Softball Field**

**Volleyball Courts**

**Ballfield Lights**

5. **VENDORS.** The City of Somersworth does not allow vendors without prior approval. The City of Somersworth reserves sole discretion in determining to allow or not allow vendors and any decision made by the City is final and not subject to appeal. Should the City of Somersworth allow vendors during an event, **proof of the vendor/business's licensure and certificate of insurance naming the City of Somersworth as an additional insured is required. Such proof must be provided to the City no later than 5 business days prior to event/use.**

Vendor name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Vendor Description/Purpose: \_\_\_\_\_  
\_\_\_\_\_

6. **NATURE OF LICENSE.** License to use the Facility/Premises will be temporary, revocable and conditional. The City of Somersworth reserves the 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 the public interest.

### **Conditions of License Agreement:**

7. **INSURANCE.** User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the City of Somersworth is an additional insured with coverage of \$1,000,000 per occurrence. User will furnish the City with a certificate of insurance and endorsement. If you cannot provide proof of insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) from Primex using Gather Guard at <https://app.gatherguard.com/> Use Code OB54-008 for Millennium Park rental. For help using this program please contact Primex at 1-800-698-2364.
8. **SECURITY DEPOSIT IS \$100 PER EVENT. LICENSE AGREEMENT FEES ARE LOCATED ON PAGE 6.**
9. **CLEAN-UP.** User will leave the facility/premises in a neat, orderly and clean condition. Please refer to the Maintenance Checklist on page 7. User will be responsible for, and liable to, the City for all repairs to the Facility/Premises required as a result of damage caused by User and/or User's guests or vendors.
10. **RETURN OF SECURITY DEPOSIT.** Within three (3) business days following the Event, the City will inspect the Facility/Premises. If User and/or User's guests or vendors have not caused any damage to the Facility/Premises, the City will return the security deposit to User by first class mail within ten (10) business days. If User and/or User's guests or vendors have caused damage to the Facility/Premises, the City may retain all or a portion of the security deposit. If the City retains any of the security deposit, it will give written notice to User specifying the amount retained and the reasons therefore. The City's remedies for damage shall not be limited to retention of the security deposit and the City may pursue any additional remedies authorized by law to recover its damages or losses.
11. **INDEMNIFICATION AND HOLD-HARMLESS.** To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the City of Somersworth, including its officials, agents, volunteers and employees ("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 reasonable attorney and paralegal fees, which Indemnified parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of User or its agents, employees, guests, vendors, contractors or subcontractors, and even if allegedly or actually caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.
12. **ASSIGNMENT.** This Agreement is not assignable to any other person or entity.
13. **RIGHT OF ENTRY AND TERMINATION.** The City, its officers, agents and employees shall have the right to enter the Facility at all times during the Event to confirm User's conformance to this Agreement. If the City 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 User, its guests and vendors shall cease the event and exit in an orderly manner.

14. **CONFORMANCE WITH LAW AND RULES.** User agrees that User will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances. User shall not engage in or allow any disorderly, unruly, loud, unsafe or illegal activity to occur at the City Facility/Premises.
15. **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 a writing signed by the parties and which expressly modifies this agreement.
16. **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.
17. **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 Strafford County, New Hampshire.
18. **ATTORNEY'S FEES AND COSTS.** In regard to any legal proceedings regarding this Agreement, the City shall be entitled to recover from User the City's reasonable attorney's fees and costs to the extent the City is a prevailing party.

#### **CITY OF SOMERSWORTH**

\_\_\_\_\_  
Robert M. Belmore, City Manager

#### **RESPONSIBLE PARTY**

\_\_\_\_\_  
(Duly authorized Agent) (Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Organization name, if applicable)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Email)

*Applicant's Initials:* \_\_\_\_\_

## **Park Rules:**

**DISPOSAL OF WASTE- Carry-in, carry-out.** The User is responsible for the collection of all garbage, trash bags, litter, and debris generated during the event. Trash is the responsibility of the User and all bags and trash must be removed from the premise prior to departure of the event. You must bring your own trash bags. We appreciate your efforts to leave the park clean for others to use.

**ALCOHOLIC BEVERAGES-** Per city ordinance, no person in a park shall have brought liquor, nor shall any person drink liquor at any time, in any park area- including parking areas. It is also unlawful for any person to enter or be in a park while under the influence of intoxicating liquor.

**NOISE ORDINANCE-** If a noise complaint is made to the police of excessive noise, the police will come and ask that the noise level be lowered. If a second complaint is made to the police and the people making the complaint are willing to testify in court, arrests could be made. Somersworth Recreation is not responsible for any complaints made against your group or party. No audio/speaker equipment will be used after 9:00 p.m.

**BARBEQUES-** Users are welcome to have barbeques utilizing the charcoal grill on- site. Please do not dump coals or grease in park trash receptacles. Recreation staff will empty out the grills when the coals have been cooled.

**BONFIRES-** Bonfires of any nature or size are prohibited within the confines of any city park unless an appropriate city permit has been attained.

**GLASS CONTAINERS-** No glass container of any kind is allowed on the park property. If glass containers are found after the event the security deposit will not be refunded back to the renter.

**SMOKING-** Per city ordinance, it is unlawful for any person to use any tobacco products in a city park at any time.

**DRUGS-** Drugs shall not be used, possessed, or sold in city parks.

**DOGS-** Scoop and leash laws apply. As per the city ordinance, no person owning or responsible for a dog shall permit the dog to defecate on any public property or right of way or on any private property other than property owned and leased by the person owning or responsible for the dog. Where signs are posted, dogs shall be prohibited from the designated playing fields, including the Millennium Park Softball field.

## **Recreation Office Information:**

### **Mailing and Physical Address- *(for payments)***

Somersworth Recreation  
1 Government Way  
Somersworth, NH 03878

### **Recreation Office Hours-**

Monday- Friday; 8:00-4:30 p.m.

\*Office is located on the 2<sup>nd</sup> floor of City Hall

Recreation Supervisor- 603-692-9508 / Recreation Clerk- 603-692-9507

## **General Information on Millennium Park:**

**Location-** Millennium Park is located at 99 Stackpole Road in Somersworth. Stackpole Road is located shortly after Walmart, take a right at the set of lights by Redicare Building.

**Park Hours-** Millennium Park is open from 7:00 a.m. – 9:00 p.m. from April 1<sup>st</sup> to September 30<sup>th</sup> and from 7:00 a.m. – 7:00 p.m. from October 1<sup>st</sup> to March 31<sup>st</sup>.

### **Amenities-**

- 1 softball field
- 2 horseshoe pit runs
- 2 regulation-sized volleyball courts
- 1 Covered pavilion with 6 picnic tables
- 2 Barbeque grills
- Playground area with swings
- Large parking lot
- Restrooms
- Electricity
- Ballfield lights (for an additional cost per hour)

*\*\*Please note all License Agreements include the use of the restrooms (during Mid-April-October only) and parking area. License Application approved for the use of all park amenities include everything listed above except the use of the ballfield lights. Ballfield lights may be added for an additional cost per hour.*

**Equipment-** Equipment for horseshoes and volleyball available by request only. Softball bases are provided upon request only, however, softball bats, gloves, and balls must be provided by the user.

### **Instructions for the use of Rec Building-**

- The User must contact the Recreation Office prior to the event to obtain the access code. The access code will only be given to the name listed on this License Agreement. Access codes may not be given out to anyone other than the person listed on the License Agreement. (The code will provide access to the restrooms, garage storage area, and the ballfield lights).
- Entrance to the restrooms is on the side of the green Rec Building and has a door keypad code for entry. After opening please prop the door open for attendees to use during event. (A door stop will be located inside for your use). The light automatically turns on when motion is detected.
- Entrance to the garage storage area is through the master lock on the garage door. Unlock the master lock using the code and open the garage door from the bottom. Remember to close the garage door and secure the lock prior to departure. To lock simply push the lock down and turn the numbers.

### **Instructions for the use of Ballfield Lights-**

- The electrical box for the ballfield lights is located to the left of the ballfield near the front gate entrance. The code will open the padlock to control turning on/off the ballfield lights. ALL lights require a warm-up period and must be left on for a minimum of 30 minutes. ALL lights must be turned off prior to departing and the padlock must be locked.

**Cleaning/Security Deposit-** (Deposits will be mailed to the address provided on the application form.)

**User's security deposit will be refunded only when:**

1. Millennium Park is left in the same condition it was prior to usage.
2. If User and/or User's guests or vendors have not caused any damage to the Facility/Premises, the City will return the security deposit to User by first class mail within ten (10) business days.
3. Rules, regulations, and conditions of License Agreement are followed.
4. **Carry-in, carry-out policy.** The User is responsible for the collection of all garbage, trash bags, litter, and debris generated during the event. All trash generated during the event must be removed from the premise by the User prior to departure.
5. All sports equipment is accounted for and User returned to proper storage area in the garage area of the green Rec Building.
6. Absolutely no glass containers are found on the premises.
7. We do not permit the use of nails, tacks, and duct tape on any park amenity or equipment.

**Refunds and Cancellations:**

A full refund is given if cancellations are made within a full four-week period prior to the License Agreement start date. In case of inclement weather and your event must be cancelled, you may have the event the following day if the park is not already scheduled for use. Otherwise, you may reschedule your event the next business day with the Recreation Office.

**Millennium Park License Agreement Fees:**

The License Agreement must be completed and signed by the responsible party. Fee for the use of the facility and a separate deposit must be made in order to reserve an Applicant's date of usage. No License Agreement is considered confirmed until the deposit and full payment is made.

**Security Deposit-**

A separate check for the security deposit is required.

**Security Deposit:** \$100.00

**Fees before Memorial Day / After Labor Day (per day/use)-**

**Weekdays: (*Monday- Friday*)**

All Amenities- \$75.00

Softball Field- \$30.00

Volleyball Courts- \$30.00

**Weekends: (*Saturday or Sunday*)**

All Amenities- \$100.00

**Ballfield Lights:** \$25 per hour

**Fees Memorial Day through Labor Day (per day/use)-**

**Weekdays: (*Monday-Friday*)**

All Amenities- \$100.00

Softball Field- \$50.00

Volleyball Courts- \$50.00

**Weekends: (*Saturday or Sunday*)**

All Amenities- \$225.00

**Ballfield Lights:** \$25 per hour

## **Millennium Park Maintenance Checklist:**

*Please keep this sheet for your records and convenience*

### **Items the User is required to bring:**

1. You will need to provide your own garbage bags to line the garbage containers.
2. You will need plastic or paper cups if you are serving any beverages. (No glass containers, bottles, or alcohol are permitted in the park)
3. If you intend to play softball, you will need to provide your own bats, balls, and gloves.
4. A copy of the approved License Agreement Application must be present on-site during event.

### **Cleaning requirements and departure instructions:**

1. **Carry-in, carry-out policy.** The User is responsible for the collection of all garbage, trash bags, litter, and debris generated during the event. All trash generated during the event must be removed from the premise by the User prior to departure.
2. Return all sports equipment owned by Somersworth Recreation back in the garage area of the green Rec Building to include: all horseshoes, volleyballs, field rakes, and trash barrels.
3. Pick up softball bases (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, & Home plate) and put the base plugs back in the base space; return all bases to the garage area of the green Rec Building.
4. Clean all table tops, seats, and under tables located in the pavilion area.
5. Turn off all water faucets and lights.
6. The Rec Building must be secure prior to departure. Make sure all doors are shut, padlocks are locked, and the restroom door is locked prior to leaving the premise.
7. The applicant is responsible for ensuring all persons are completely out of the park area within the time specified in the approved application.

### **For League/Organization Applicants:**

1. All leagues/organizations utilizing the softball field must drag the infield before and after use each day. Rakes and drags are located in the garage area of the Rec building.
2. Leagues/organizations utilizing the softball field must return all bases to the Rec building garage area and ensure all base plugs are in secured in the base space after each use. Remove any sand or debris left in the base plug space prior to leaving.
3. All leagues/organizations utilizing the volleyball courts must rake the court before and after use each day.
4. Leagues/Organizations are responsible for striping their own fields.

Failure to follow any of the policies or procedures stated in the License Agreement may result in loss of a portion or all of your deposit; at the discretion of the City of Somersworth.