



**TOWN OF OXFORD
RECREATION COMMISSION**
APPLICATION FOR USE OF RECREATION AREA(S)

Contact Person:

Name _____

Address _____

Organization Name _____

Home Phone/Day or Cell Phone _____ / _____

Email Address _____

Area Requested _____

Date(s)/Time(s) _____

Number of People Expected _____

Project Planned _____

Non-Profit Tax ID (if applicable) _____

Will Bathroom Facilities be required? _____

Will Running Water be required? _____

Will Lights be required? (Ruel Field Only) _____

Are You Planning to Sell Concessions? _____

Alternate Contact Person:

Name _____ Address _____

Home Phone/Day or Cell Phone _____ / _____

Email Address _____

Date Received _____

Signature of Applicant

APPROVED BY: _____ DATE: _____

PLEASE RETURN COMPLETED FORM TO BENNIS@OXFORDMA.US

**PLEASE SEE REGULATIONS FOR USE OF PROPERTY ON REVERSE SIDE
REGULATIONS FOR USE OF PROPERTY**

1. Arrangements for the use of facilities must be completed at least 60 days before actual use.
2. Renting organization will accept responsibility for:
 - a. The proper use of the facilities and the adult supervision of activities.
 - b. Payment for damage or breakage and for police protection and supervision when necessary.
 - c. The Department will determine, with the Chief of Police, how many policemen will be required
3. Organizations, which misuse property or equipment or fail to provide proper supervision, risk refusal on future applications.
4. Alcoholic beverages are not allowed on premises unless all required licenses have been obtained.
5. A damage/clean up fee (refundable) of \$250.00 will be required by non-town leagues and first-time users upon issuance of approval.
6. Arrangements are to be made for rubbish removal by the renting organization.
7. Fees for the use of the facilities is payable to the Recreation Commission upon approval.
8. In order to sell concessions, permission must first be obtained from the Recreation Commission. After such permission is granted, a permit must be obtained from the Board of Health.
9. Any requests to make improvements or alterations to recreational properties must be made in writing to the Recreation Commission. The Recreation Commission will respond within thirty (30) days.

TOWN OF OXFORD
PROPERTY USE AGREEMENT

This is an agreement by and between the Town of Oxford, Massachusetts, acting by and through its Recreation Commission and _____, with a principal place of business at _____, its employees, agents, contractors and representatives ("The Organization").

Whereas, Town of Oxford is the owner of certain real property described as _____ Field located on _____ in the Town of Oxford, hereinafter referred to as the "Premises," and

Whereas, the Town of Oxford is responsible for the care, custody, control and maintenance of said Premises; and

Whereas, the Organization desires to enter upon the Premises owned by the Town of Oxford for the purpose of _____

Now, therefore, Town of Oxford hereby grants to the Organization the non-exclusive right to enter and use the Premises subject to the following terms and conditions:

1. REFERENCE DATA

Date of Agreement: _____, 20__

Mailing Address of Town of Oxford: Recreation Commission
Oxford Town Hall
325 Main Street
Oxford, MA 01540

Mailing Address of Organization: _____

Permitted Use (Activity): _____

Term of Use: _____, 20__ through
_____, 20__

Consideration to be paid by
the Organization: \$ _____

2. RIGHTS APPURTENANT

The Organization shall have, as appurtenant to the Agreement hereby granted, the non-exclusive use, in common with others entitled thereto, of the Premises for the period of this Agreement and only for the purposes of the Permitted Use defined in Section 1.

3. CONDITION OF PREMISES

The Organization acknowledges and agrees that it accepts the Premises in “as is” condition for the purpose of this Agreement, and that Town of Oxford has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Organization of all permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, and compliance by the Organization with such permits and licenses.

5. ALTERATION OF THE PROPERTY

Organization shall not make any alterations or improvements upon the Premises except to undertake the Permitted Use under this Agreement, and except to restore the Premises as closely as practical to their condition prior to the exercise of Organization’s rights, immediately after they are disturbed by said Permitted Use.

6. ORGANIZATION’S EQUIPMENT

The Organization may bring such equipment upon the Premises as would ordinarily be used to undertake the Permitted Use.

7. UTILITIES

The Town of Oxford makes no representation as to the operation, presence or adequacy of any utilities for the construction and maintenance purposes of the Organization and the Town of Oxford has no obligation to supply any such utilities to the Premises.

8. CONDUCT OF ORGANIZATION

Non-interference with Town of Oxford’s Operations

The Organization shall at all times conduct itself so as not to interfere in any way with the operation of the Property or Premises by the Town of Oxford.

Compliance with Laws

The Organization shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

Repair of Damage

The Organization shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Organization's responsibilities shall include the restoration or repair of any and all damage to the Premises resulting from any act, failure to act or negligence of the Organization. This obligation shall survive the termination of the Agreement.

Sanitation

The Organization shall maintain the Premises in a sanitary condition and shall follow all directions of Town of Oxford with regard to the collection and disposal of refuse.

Security

The Town of Oxford is not responsible for the security of the Premises, which shall be the sole responsibility of the Organization, during the times that Organization is using or occupying the Premises under this Agreement.

Costs of Operations

The Organization shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this Agreement.

Operations Limited to Permitted Use

The Organization shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this Agreement and except for any requirement set forth in this Agreement.

9. RISK OF LOSS

The Organization agrees that it shall use and occupy the Premises at its own risk, and the Town of Oxford shall not be liable to the Organization for any injury or death to persons entering the Premises pursuant to the Agreement, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Organization, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the Agreement, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Town of Oxford, or its employees, agents, contractors or invitees.

10. INDEMNIFICATION

The Organization agrees to indemnify, defend and hold harmless the Town of Oxford against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or relating in any way to the Organization's exercise of its rights under this Agreement, including, but not limited to, death, illness, injury and/or disease suffered by persons entering the Premises pursuant to this Agreement.

11. INSURANCE

The Organization shall maintain public liability insurance, including coverage for bodily injury, wrongful death, and property damage, issued by an insurance carrier licensed to do business in the Commonwealth of Massachusetts, in the minimum amount set forth herein to support the obligation of the Organization under this Agreement to indemnify, defend and hold harmless the Town: General Liability: \$1,000,000 per occurrence; Bodily Injury Liability: \$1,000,000 per occurrence; and Property Damage Liability or a combined single limit of \$3,000,000 annual aggregate limit; and umbrella or excess liability coverage following form of the underlying general liability: \$5,000,000 umbrella/excess liability limit.

Prior to entering the Premises pursuant to this Agreement, the Organization shall provide the Town with a certificate of insurance in each case indicating the Town of Oxford as an additional insured on the policy and showing compliance with the foregoing provisions. The Organization shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to the Town of Oxford.

12. RIGHTS OF THE TOWN OF OXFORD TO ENTER

The Town of Oxford reserves the right and the Organization shall permit the Town of Oxford and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Town of Oxford's sole discretion.

13. TERMINATION

This Agreement is terminable at any time by the Town of Oxford or the Organization following notice by certified U.S. Mail, return receipt requested, to the other party. This Agreement shall expire on the date specified in such notice.

14. NO ESTATE CREATED

This Agreement shall not be construed as creating or vesting in the Organization any estate in the Premises or Property or any interest in real property.

15. MISCELLANEOUS

This Agreement may not be modified except in writing, duly executed by both parties.

This Agreement contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the Agreement.

The Organization is not authorized to bind or involve the Town of Oxford in any contract or to incur any liability for or on the part of the Town of Oxford; likewise, the Town of Oxford, its employees, agents, contractors or invitees, is not authorized to bind or involve the Organization in any contract or to incur any liability for or on the part of the Organization.

If any portion of this Agreement is declared to be illegal, unenforceable or void, then all parties to this Agreement shall be relieved of all obligations under that portion; provided, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions thereof.

This Agreement 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 Agreement shall be brought in courts within the Commonwealth of Massachusetts.

This Agreement is to take effect as a sealed instrument.

TOWN OF OXFORD: TOWN OF OXFORD
RECREATION COMMISSION

Date

THE ORGANIZATION:

Authorized Signature

Title

Print Name

Date