



TOWN OF EXETER, NEW HAMPSHIRE
FACILITY/PREMISES LICENSE AGREEMENT

This Agreement, dated _____ by and between the Town of Exeter, and _____, is for a temporary revocable license to use a public facility or premises in the Town of Exeter under Town Ordinance 809.

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

1. FACILITY/PREMISES. The Town allows use of _____ 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: _____

3. DATE and TERM of LICENSE. The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.), as which time the LICENSE expires.
4. NATURE OF LICENSE. License to use the Facility/Premises will be temporary, revocable and conditional. The Town of Exeter 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. Specific reference is made to sections 703 and 809 of the Exeter Town Ordinances.
5. SMOKING and ALCOHOL. Smoking is prohibited in the Facility/Premises. Possession, service and consumption of Alcohol is prohibited in the Facility/Premises unless specifically approved.

Alcohol service requested _____ Name of alcohol vendor _____
Vendor's insurance and licensing proven _____

Alcohol service approved _____ Alcohol service denied _____

Reasons for denial _____

Conditions of alcohol service approval:

- Alcohol may only be served by a single licensed, insured and approved vendor, which will be the sole source of alcoholic beverages at the function.
 - The service vendor must include the Town of Exeter as an additional insured on its liability policies in relation to the function.
 - Alcohol service must strictly comply with all applicable laws and regulations.
 - Alcohol service will occur in a single designated and secure area, and shall be distributed to legally appropriate persons only by the vendor.
 - Intoxication is prohibited.
 - Persons who are intoxicated or who appear intoxicated shall not possess or consume alcohol, and must safely leave the event without operating a motor vehicle.
 - Additional conditions: _____
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6. **INSURANCE.** User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Exeter is an additional insured with coverage of \$1,000,000 per occurrence. User will furnish the Town with a certificate of insurance and endorsement. If you cannot provide proof of insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) through a special program. For more information about how to purchase your TULIP please contact Primex at 1-800-698-2364.

If the function and vendor are approved for alcohol service, the vendor serving alcohol will be required to submit proof of licensure and insurance, to include general liability, liquor liability, automobile liability, property, and workers compensation. The Town of Exeter shall be included in the vendor's liability policies as an additional insured for the event.

7. **SECURITY DEPOSIT IS \$100 AND THE RENTAL FEE IS \$100 PER EVENT.**
8. **CLEAN-UP.** User will leave the facility/premises in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility/Premises required as a result of damage caused by User and/or User's guests or vendors.
9. **RETURN OF SECURITY DEPOSIT.** Within three (3) business days following the Event, the Town will inspect the Facility/Premises. If User and/or User's guests or vendors have not caused any damage to the Facility/Premises, the Town will return the security deposit to User by first class mail within five (5) business days. If User and/or User's guests or vendors have caused damage to the Facility/Premises, the Town may retain all or a portion of the security deposit. If the Town retains any of the security deposit, it will give written notice to User specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited

to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

10. **INDEMNIFICATION AND HOLD-HARMLESS.** To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the Town of Exeter, 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.
11. **ASSIGNMENT.** This Agreement is not assignable to any other person or entity.
12. **RIGHT OF ENTRY AND TERMINATION.** The Town, 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 Town 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.
13. **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 Town Facility/Premises.
14. **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.
15. **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.
16. **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 Rockingham County, New Hampshire.

17. ATTORNEY'S FEES AND COSTS. In regard to any legal proceedings regarding this Agreement, the Town shall be entitled to recover from User the Town's reasonable attorney's fees and costs to the extent the Town is a prevailing party.

The parties have executed this Agreement at _____, New Hampshire this _____ day of _____, 20__.

TOWN OF EXETER

RESPONSIBLE PARTY

Board Designee

(Duly authorized Agent) (Name)

(Organization, if applicable)

(Address)

(City, State, Zip)

Phone

Email