

TOWN of MARLBORO, VERMONT
~ FACILITY USE AGREEMENT: HOGBACK MOUNTAIN CONSERVATION AREA ~

Hogback Mountain Conservation Area is owned by the Town which is responsible for authorizing its use for the following designated purposes: recreational, community entertainment, educational, agricultural, forestry, or research activities. These designated activities cannot interfere with use by the general public. Following review of the Facility Use Agreement application by the Hogback Mountain Conservation Association (HMCA) and the Hogback Preservation Commission (HPC), the application should be submitted to the Town Select Board. Final approval or denial will be made by the Select Board within a month.

This Use Agreement is dated _____ by and between the Town of Marlboro (the Town), and _____ the user group and guests (the “Renter”).

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

1. FACILITY. Renter will use the Conservation Area for the following EVENT :

2. DATE and TERM. The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.). If the Event includes multiple, contiguous or separate days, indicate all additional dates and times here:

3. OBLIGATIONS OF RENTER. The Renter must complete the accompanying Supplemental Facility Use Agreement Form with the Conservation Area map on one side and Conservation Area questions and use considerations included on the other. At the end of the rental term, Renter will return the Conservation Area Facility in a neat, orderly and clean condition with the removal of all trash and litter, including human waste. Renter will be responsible for, and liable to, the Town for all repairs to the Conservation Area Facility required as a result of damage caused by Renter and Renter’s guests.
4. OCCUPANCY. Occupancy is limited to 250 people.
5. SMOKING and FIRES. Smoking and fires are prohibited within the Conservation Area without special permission.
6. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Marlboro is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event. This requirement is limited to all non-town sponsored events.
7. ALCOHOL. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:
 - A. If Renter will furnish or serve alcohol at the Event renter must do so through a professionally licensed and insured caterer or third party. The contract with the caterer or other licensed third party will note that such party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of

\$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.

B. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.

C. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.

D. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

8. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.
9. ASSIGNMENT. This Use Agreement is not assignable to any other person or entity.
10. CANCELLATION. The town shall be notified of cancellation at the soonest possible date.
11. 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 Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.
12. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Marlboro Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at Marlboro, Vermont this ____ day of _____, 20____

TOWN OF MARLBORO

RENTER

By _____
(duly authorized agent)

(name of applicant for Event)

Address: _____

Town _____ State _____ Zip _____

email _____

Organization contact info: _____

HMCA SUPPLEMENTAL FACILITY USE AGREEMENT FORM AND MAP

Your Event's name: _____

Your Event's date(s): _____

Your Name, phone number(s) and e-mail: _____

Hogback Mountain Conservation Area Events Requiring a Facility Use Agreement*:

- Events expected to include more than 20 participants;
- Events with activities not normally permitted in the Conservation Area, e.g., camping, fires, cutting vegetation
- Events where a participant fee is required;
- Events where alcohol is available;
- Events with activities where participants spend a significant amount of time off trail;
- Events lasting >3-4 hrs or repeated several days (in which litter and human waste are likely to be problems);
- Events for which use of motorized vehicles is requested, e.g., ATVs, UTVs snowmobiles, etc.
- Events requiring installation of equipment or construction of temporary structures;

**Although the use of firearms for lawful purposes (e.g., hunting) is permitted, the Town of Marlboro asks that you seek verbal permission to do so.*

Describe your Event by responding to all of the following questions:

- 1) Which of the above reasons for a Facility Use Agreement apply to your Event? List all that apply.

Indicate with a check mark the type(s) of designated, allowable purposes that characterize your Event.

____Recreational ____Educational ____Community entertainment
____Forestry ____Agricultural ____Research

Note that activities must not interfere with the general public's use of the conservation area.

- 2) If you are applying for one or more groups or organizations, please name them:

- 3) In addition to your group(s) & its guests, will the public be invited to your Event? Yes / No

- 4) How many participants do you anticipate attending? _____

- 5) How many vehicles do you anticipate participants will be arriving in? _____

- 6) Briefly indicate the purpose of your Event: _____

- 7) Briefly describe your Event's activities: _____

- 8) If your Event extends beyond 3-4 hours, describe your plan for managing litter, including human waste.

Using the maps on the other side of the page, please indicate where your Event's activities will occur.