



OFFICE USE:	
Deposit:	_____
Date Paid:	_____
Balance:	_____
Date Paid:	_____
Total Fee:	_____
Date Paid in Full:	_____
Staff Sign Off:	_____
Check #:	_____
CC Auth:	_____

Date of Inquiry: _____

PICNIC CONTRACT

1. LOCATION: (must circle one)

Bass Hole Pavilion (No Rentals Memorial Day-Labor Day, < 75 people)

Flax Pond Pavilion (No Rentals Mon-Fri Mid-June- End of August , < 75 people)

2. DATE: _____ **DAY of Week :** _____

3. TYPE OF EVENT: _____

4. TIME OF EVENT: _____ - _____ **(4 Hour Maximum Event Time)**

5. Set-Up (30 Minutes before): Time _____ **Break-Down (30 Minutes after):** Time _____

6. TOTAL HOURS RESERVED: _____ (all events required to conclude by dusk)

7. NUMBER OF GUESTS (required): _____

8. NAME OF RENTER _____

Address: _____

Street

Town

Zip

Phone: _____ Email (required): _____

9. SETUP: (description; please give as much detail as possible to aid with setup requirements)

10. CATERING: YES or NO (circle one) ***alcohol NOT permitted**

a. Name of Caterer(s): _____

b. Contact name and number(s): _____

c. Is caterer registered with Yarmouth Health Department (circle one) YES or NO

i. (If not, please contact the Health Department directly at 508-398-2231 x1241)

ii. Use of External Water (\$30) \$ _____

11. COST

- Picnic Area Rental Fee (\$110) \$ _____

- Non-Profit Rate (\$85 with accompanying 501c3 proof) \$ _____

TOTAL \$ _____

GRAND TOTAL \$ _____

12. **PAYMENT:** (circle one) credit card check (2 weeks in advance) cash (deliver to office)
- Please see attached credit card authorization form for completion and to secure reservation.
 - Deposit is due to secure event date/time/venue.
 - Remaining balance due 2 weeks prior to event date.

13. **DEPOSIT: 50% of fee required to secure event date/venue.**

- 100% refundable if event cancelled **6 months** or more in advance
- 50% refundable if event cancelled **4 months** or more in advance
- Non-refundable** if event cancelled less than **4 months** in advance

INITIAL HERE: _____

14. **NOTICES:**

- Bass Hole / Flax Pond Outdoor Pavilion:
The number of people at Bass Hole shall and the Flax Outdoor Pavilion shall not exceed 75 people. Vehicles only allowed in the parking lot area and not on park grounds.
- Please clean up all trash and put in provided trash totes.
- No animals, open fires or alcoholic beverages allowed in the Park area, unless otherwise legally permitted and approved by the Town of Yarmouth.
- Flax Pond-This permit allows for the use of the Pavilion area,6 picnic tables under the Pavilion and Grills provided.
- Bass Hole-This permit allows for the use of the Pavilion area,6 picnic tables under the Pavilion and Grills provided.
- The restrooms are on automatic lock at designated times.
- The area is a public space and we cannot restrict public access to other areas of the park. We cannot control how busy the area will be. We do not guarantee the pavilion will be free from any kind of debris/trash/left behind items.

INITIAL HERE: _____

14. **AGREEMENT:**

I have carefully read the rules and regulations attached and fully understand the content. I accept responsibility for proper use of the facilities and for the actions and conduct of the group using Town of Yarmouth facilities for this function. I agree to provide adequate adult supervision at all times during the use of the facility. I will assume responsibility for all fees, charges, and damage claims resulting from such use of the facilities.

Print Name:

Signature:

Date:

OFFICE USE ONLY:

Approval/Disapproval: This application is **APPROVED / DENIED** and reservations made according to the above information with the understanding that Board of Selectmen and Recreation Commission policies and regulations will be followed.

Name _____ Title _____

Signature _____ Date _____

Town of Yarmouth Rental Property Usage Agreement

Agreement made this _____ day of _____, 20____ by and between the Town of Yarmouth (“the Town”) and _____ of _____ on behalf of _____ (“the organization”) for use of the field(s)/facilities identified on the attached Application for Use of Facility Form on the dates and times specified therein and upon payment of the listed charges, if any.

Witnesseth as follows:

1. That the organization shall use the facilities in strict compliance with all applicable laws, rules, ordinances, regulations, and by-laws pertaining to said facilities, including but not limited to the Massachusetts General Laws (M.G.L.), By Laws of the Town of Yarmouth, and Rules and Regulations of the Yarmouth Board of Health and Yarmouth Department of Public Works (D.P.W.); and Policies of the Yarmouth Board of Selectmen and Recreation Commission as they now exist or may hereafter be altered, amended, or promulgated.
2. The organization shall use the facilities in a safe and proper manner and only for the purposes for which they are intended. No unauthorized use of the premises shall be made by the organization or any of its representatives, participants, servants, agents, or employees.
3. Neither the organization nor its members, servants, agents, or employees shall cause, permit, or suffer any damage or waste (except normal wear and tear) to the reserved facilities and/or surrounding premises, structures, outbuildings, or Town signage or equipment. In the event of any breach of the terms of this paragraph, the organization shall be responsible to do the following:
 - (a) Immediately report said damage or waste to the Recreation Division:
 - (b) Repair such damage or remove waste under the supervision of the DPW in a good and workmanlike manner within such time limits and upon such terms and conditions as may be required. In the event that the organization shall fail to repair such damage or waste as aforesaid, the Town shall at its election either repair the damage or contract with outside agents for the repair of same and the reasonable charges for such repair work shall become the responsibility of the organization which shall pay the same forthwith upon presentation of the bill/invoice from the Town or agent.
4. No organization shall allow any other group, individual, or entity not a member or affiliate of the organization to utilize the facility during the time it is reserved by such organization. It is expressly agreed and understood that any rights to the facility(ies) conferred by this agreement are not assignable by the organization without the express written permission of the Town and only upon such terms and conditions acceptable to the Town, including but not limited to the payment of fees and charges.
5. The Town of Yarmouth assumes no liability for any injuries to persons or damage to property resulting from the use of Town facilities by an individual, group, association, entity, or organization, resulting from the use of Town property, facilities, or equipment.
6. All rubbish, trash, or litter created by users of Town facilities must not be left in the rental areas and shall be placed in proper refuse containers.
7. No person shall possess or consume any alcoholic beverages as defined by MGL Chapter 138-1, as amended, within the limits of any park, playground, public land, public building or facility without proper approved legal permitting.
8. Any malfunctioning equipment shall be forthwith reported to the Recreation and/or Park & Cemeteries Division and shall not be used by the organization while in a defective or unsafe state.
9. All vehicles shall be parked in designated parking spaces only.
10. No animals shall be allowed at the facility at any time.
11. The person signing on behalf of the organization represents and warrants that he/she has the authority to enter into this agreement on behalf of said organization.

Renter Signature

Date

CREDIT CARD AUTHORIZATION FORM

Today's Date: _____

Event Date: _____

Deposit Amount: _____

Balance to Be Paid: _____

Name on the Card: _____

Type of Card: Visa ___ MC ___

Account Number: _____

Expiration Date: _____

Security Code: _____

Billing Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

Venue/Location Rented: _____

Event Type: _____

Total Amount to Be Charged: _____

By signing this form, you authorize *The Town of Yarmouth Recreation Division* to charge your card for the amount listed above, as well as any fees due to time overage or unpaid dues for amenities used.

Cardholder Signature: _____ Date: _____