

DATE: _____ PERMIT FEE: \$ _____ payable by Friday, May 21st

LESSEE NAME: _____ ADDRESS: _____

EMAIL: _____ TELEPHONE: _____

Period of Agreement

- Daily - Memorial Day through Labor Day.
- Agreement for the dates specified within calendar year, with an option to renew one additional year.
- The lessee may not sublet to any other business/organization under any circumstances.
- During the agreement period, the lessee shall maintain Town property as is, with reasonable wear and tear accepted. The lessee shall provide a lockable storage container and must have all equipment needed to support endeavor.

Period of Operation:

- The Town operates Veterans' Memorial Park Beach daily for summer 2021:
 - ***June 18th through August 22nd.***
- The Kayak/SUP rental may be operated on a daily basis Memorial Day through Labor Day and should be open between the hours of 10:00 am through 6:00pm, when the beach is open. Additionally, the park may host several concerts and special events in the summer on Wednesday evenings from 7:00pm - 8:30pm for which lessee could remain open. The Recreation Department will provide a schedule of concert dates and special events to be held at the lake by June. Please note, bathroom access will only be available during normal beach operating hours.
EXCLUSION DATES: 3rd of July celebration and Sharon Triathlon – dates will be provided in advance
- The SUP/Kayak Rental will be closed to the public when Veterans' Memorial Park Beach is closed due to inclement weather **as determined by the Recreation Department.**
- **Municipal Outdoor Facility/Property to be used:**
Area behind stand three. One trailer no larger than 25' to be placed in accessible area. Must install access/mobi mat placed on sand to protect beach from wear and tear. The lessee understands this area is also available for access by beach visitors.
- It is up to the lessee to provide ADA accessible access.

Conditions:

- **General:** Dogs, alcohol, and smoking are prohibited on Town of Sharon park land.
- **Equipment:** The lessee shall furnish and install such items of equipment as it is necessary to operate a SUP/Kayak rental including payment processing, supplies, life jackets, whistles, walkie talkies, etc.
- **COVID:** The lessee shall submit a COVID compliance plan that must be approved by the local Emergency Management services team prior to opening. The lessee will be subject to inspection to confirm compliance any time they are open for business. It is the lessee's responsibility to stay current with the requirements. Failure to meet the requirements could result in immediate closure. Information on current guidelines is attached, but is subject to

periodic updates by the Commonwealth of Massachusetts.

Certificate of Insurance:

The lessee must include a minimum of \$1M Certificate of Insurance for commercial general liability and workers compensation, evidence of workers compensation insurance, a waiver of subrogation to apply to both the general liability and the workers compensation. A copy of the insurance policy will be shared with the Town Insurance provider to be approved before contract is issued.

Additional Requirements

- Business must CORI/SORI onsite employees.
- Offsite parking for non-residents is available across from Sharon High School. Staff may show proof of working in business and park near the designated rental area.
- Those entering the facilities must show a receipt verifying rental times and can arrive 15 minutes prior and must depart 15 minutes after rental, unless they hold a resident town beach pass.
- If the Recreation Department has not closed the property/facility due to unfavorable conditions, it is the responsibility of the permit holder to determine if an activity can be held due to wet or unfavorable conditions.
- There is no guarantee that the property/facility permitted will be specifically tailored to the particular requirements of the permit holder. It is the responsibility of the permit holder to make such arrangements with the Recreation Department.
- Users are not allowed to perform any type of property/facility maintenance without the consent of the Recreation Department and Department of Public Works.
- Permit holders shall leave the facilities in the same or better condition.

Proposed Permit Conditions:

It is expressly understood and agreed that the regulations of the Sharon Recreation Department are to be strictly complied with, and that the undersigned assumes full responsibility for any damage to, or loss of Town property in consequence of such use of the facilities as described above, and engages to make the same good without expense to the Town. In the event of insurance cancellation, 30 days prior written notice of cancellation must be given to the Town.

It is further understood that failure to use the permit for time and date granted without informing the Recreation Department at least 24 hours in advance (except in cases of inclement weather) could result in loss of future permits. Permits may be revoked with no refund of fees for failure to comply with Recreation Department regulations.

I have read and understand all of the rules and regulations listed in the Town of Sharon Recreation Department's "Outdoor Facility Group Use Policy" and understand the consequences of not complying with these regulations:

Signature: _____ Date: _____



SHARON RECREATION DEPARTMENT

219 Massapoag Ave., Sharon, Massachusetts 02067

Phone: 781-784-1530

Fax: 781-784-1532

Web: www.sharonrec.com

It is expressly understood and agreed that the regulations of the Sharon Recreation Department are to be strictly complied with, and that the undersigned assumes full responsibility for any damage to, or loss of Town property in consequence of such use of the facilities as described above, and engages to make the same good without expense to the Town.

Lessee Signature: _____ Date: _____

Recreation Director Signature: _____

Approved by the Select Board: _____



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TOWN OF SHARON RECREATION DEPARTMENT

Indemnification Agreement and Covenant

For and in consideration of a permit to use the premises located at _____, Sharon, MA, (the premises), and other good and valuable consideration, the payment, receipt and sufficiency of which is hereby acknowledged,

Name: _____

Address: _____ Tel. No. _____

Organization: _____ Tel. No.: _____

Address: _____

hereby referenced as (the licensee) hereby agrees to indemnify and save harmless the Town of Sharon, and all their past, present and future officers, officials, agents, servants, employees, attorneys and their respective predecessors, successors, assigns, heirs, next of kin, executors and administrators hereinafter collectively referenced as the (licensor) against any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission or negligence of the licensee or anyone claiming under the licensee (including, but without limitation officers, agents, servants, invitees, guests, students, volunteers, of the licensee and employees and contractors of the licensee), at or about the premises.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or and proceeding brought thereon or the defense thereof. If the licensee or anyone claiming under the licensee or the whole or any part of the property of the licensee or anyone claiming under the licensee shall be injured, lost or damaged by theft, fire or steam or in any other way or manner, no part of said injury, loss or damage is to be borne by the licensor or its agents unless caused by the negligence of the licensor.

Licensee and/or its caterer(s) and/or contractors, shall deliver to licensor prior to commencing use of the licensed premises certificate(s) of insurance in such amounts and coverages as previously agreed upon with the Town.

Coverage must be written with carriers authorized to do business in the Commonwealth of Massachusetts, and rated as A- or better by Best's Rating Service or equivalent.

The certificate(s) should name the Town of Sharon as additional insured for General Liability. The certificate(s) should also indicate that in the event of cancellation of any of the policies, at least thirty (30) days prior written notice of cancellation must be given to the Town of Sharon.

Licensee is advised that failure to maintain such commercial general liability insurance may result in licensee being subject to potential liability for claims arising under or through the use of this license.

Licensee shall, at its own cost and expense, with counsel approved by the licensor defend any and all suits and actions (just or unjust) which may be brought against the licensor or in which the licensor may be impleaded with others upon any such above-mentioned matter, claim or claims, unless such other suit or action is the direct result of licensor's negligence. The licensee agrees that it shall not file any claim, complaint, charge or lawsuit against the Town for any matter, claim or incident, known or unknown, which occurs or arises out of licensee's use of this license.

LICENSEE

Date: _____

By: _____ (licensee)

(Title)

TOWN OF SHARON/LICENSOR

Date: _____
signature)

By: _____ (duly authorized