

City of Concord
Parks & Recreation Department

14 Canterbury Rd. - Concord, NH 03301

Phone: (603) 225-8690; Fax: (603)225-8589; Web Site: www.concordnh.gov/recreation

Facility Rental Agreement

Name of Contact Person: _____ Date: _____

Name of the agency, business or league you are representing: _____

Mailing Address: _____
 Street City/Town State Zip Code

Phone: _____
 Daytime Evening Cell

E-mail: _____ City Facility Requested: _____

Days of Week & Dates Requested: _____

Start Time: _____ End Time: _____ Do you need use of Electricity? _____
 Yes No

What is the nature of your event/purpose for using the facility? _____

of people expected _____ ?

Indemnification: In consideration for allowing the rental of a Parks & Recreation Facility and in full recognition of the City’s fiduciary responsibility to protect owned property and assets, the renter hereby agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all renters, contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with this rental agreement, or from any or all claims or losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the renter in the performance of this agreement. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

Insurance: As evidence of its financial ability to indemnify the City during the term of this agreement, the permit holder shall obtain and pay premiums for Commercial General Liability Insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of the agreement. The policy must provide limits of no less than \$1 million per occurrence. A Certificate of Insurance naming the City of Concord as an additional insured shall be provided. Such insurance contracts shall be with companies acceptable to the City and shall require 10 days prior written notice to both parties hereto of any cancellation. Your signature is proof that you have read and agree to the above Indemnification and attached Facility Rules and Regulations.

Indemnification/Rental Agreement: _____
 Renters Signature

Rules and Regulations Received: _____
 Renters Signature

Certificate of Insurance Received _____
 Parks & Rec.

**APPENDIX B
(City of Concord Certification Form)**

CITY OF CONCORD YOUTH SKILLS CAMP CERTIFICATION FORM

As a party who leases or uses City of Concord property or buildings/structures for youth activities, you are required to complete and return this form:

- I hereby certify that background checks for a youth skill camp have been completed in accordance with RSA 485-A:24, II.
- I hereby certify that the activities that my organization will be conducting on property or buildings/structures owned by the City of Concord do not constitute a "youth skill camp" as defined in RSA 485-A:23, II and Administrative Rules, Env-Wq 909.03 (e).

In completing this form, I further certify that:

- The information provided on this certification form is true and complete to the best of my knowledge and belief; and
- I understand that I am subject to the penalties specified in New Hampshire law for making unsworn false statements if the information is false, incomplete, or misleading.

Name of Organization: _____

By: _____ **Date:** _____
(signature)

Name (print legibly or type): _____

Title: _____

The following definitions apply to youth skill camps:

485-A:23, II: "Youth skill camp" means a nonprofit or for-profit program that lasts 8 hours total or more in a year for the purpose of teaching a skill to minors. Such camps include, but are not limited to, the teaching of sports, the arts, and scientific inquiry.

Administrative Rules, Env-Wq 909.03(e): "Program" as used in the definition of "youth skills camp" means a specific curriculum that: (1) Has been developed by individuals knowledgeable and experienced in the field to impart a specific skill in a logical progression of increasing difficulty over a period of 3 or more consecutive days; and (2) Is taught by at least one instructor who is knowledgeable and experienced in the skill being imparted.