

LANE MEMORIAL LIBRARY
PAVILLION APPLICATION
AND TEMPORARY USE AGREEMENT

Name: _____ Date: _____

Phone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Requested date(s) of use: _____

Requested time(s) of use: From _____ a.m./p.m. to _____ a.m./p.m.

Is this application made on behalf of a group/organization? (Circle One) Yes / No

If yes, please provide the following information:

Name of group/organization: _____

Type of group/organization: _____

(See page 1 of the Pavilion Use Policy for a list of group/organization types)

Will the person named above be the on-site supervisor for the event? (Circle One) Yes / No

If no, please provide the name, phone number, address, and email address of the individual(s) who will act as the on-site supervisor(s) at the time of the event/use.

Name: _____

Phone number: _____

Address: _____

Email: _____

NATURE OF APPLICATION: All applications to use the pavilion are temporary, revocable and conditional. The Library reserves authority to revoke permission in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon the agreement in the public interest. The Library reserves the right to cancel any event/approved use based on viewpoint neutral administrative considerations.

INDEMNIFICATION AND HOLD HARMLESS: The approved applicant (hereinafter “User”) hereby agrees to protect, indemnify, save, defend and hold harmless the Lane Memorial Library and the Town of Hampton, including its officials, agents, employees, and volunteers (“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 attorney’s fees, which the Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, death of person, property damage and/or loss, and/or personal injury (libel, slander, etc.), arising out of the User’s acts or omissions in the use of the pavilion, whether or not such injury, death, and/or damage is caused in part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of the Indemnified Parties.

ASSIGNMENT: This Agreement is not assignable to any other person or entity.

RIGHT OF ENTRY AND TERMINATION: The Library, its officers, trustees, agents and employees shall have the right to enter the pavilion at all times during the event/use to confirm User’s conformance to this Agreement. If the Library determines, in its sole judgment, that it would like to terminate the agreement for any lawful reason, it shall have the right to immediately terminate this Agreement at any time without penalty or liability. The User, its guests, attendees and vendors shall cease the event/use and exit the property in an orderly manner.

CONFORMANCE WITH LAW AND RULES: User agrees that it will abide by and conduct its affairs in accordance with this Agreement and all Library policies, laws, rules, regulations, and ordinances.

MODIFICATION/AMENDMENT/MERGER: This Agreement constitutes the entire merged Agreement between the parties. To expressly modify this Agreement, any modification, amendment or supplementary provisions must be in the form of writing signed by the parties.

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.

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.

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.

I, _____,

on behalf of

(Name of group or organization)

(“User”) understand that the use of the Library Pavilion is a privilege. The application and temporary use is contingent upon the User’s agreement to and compliance with the Library’s policies, rules, requirements, processes, as well as the terms and conditions of this Agreement. Further, User understands the use of the pavilion may be cancelled with no notice due to an emergency requiring use of the pavilion. In addition, User understands the Library reserves the right to suspend usage and deny future use of the pavilion by User if User fails to comply with all Library policies, rules, requirements, processes, as well as the terms and conditions of this Agreement. The undersigned hereby acknowledges having read and understood the Lane Memorial Library Pavilion Use Policy and agrees to abide by said policy. The undersigned hereby acknowledges having read and understood the foregoing and agrees to be bound by the terms and conditions of this Agreement.

By my signature below, I acknowledge that I am duly authorized to sign on behalf of User.

Printed Name:

Signature: _____ Date: _____

Signature of Library Personnel: _____ Date: _____