

# **TOWN OF CRAFTSBURY**

PO Box 55 85 South Craftsbury Road Craftsbury, VT 05826 www.townofcraftsbury.com Telephone (802) 586-2823 • Fax (802) 586-2323

## TOWN COMMON PERMIT

Name of Latinidad to a first of the second				
Name of Individual and/or Organization:				
Mailing Address:				
Email Address:		Daytime Phone #:		
Estimated number of people attending:				
Time Common to be used from (State AM or PM):			to:	
Date of event:				
Description of event:				
Have you checked with Craftsbury Academy, Ster	0	C .	of Craftsbury see if they have	
concurrent events which may limit parking?*	Yes	No		
Will electricity be needed: Yes	No	(Note: Electricity only availab	le at the Gazebo)	
Responsible individual on site:			Phone #:	
OFFICIAL USE ONLY				
		Allowed	Declined	
Remarks:				
Select Board Member			Date	

#### TOWN OF CRAFTSBURY - TOWN COMMON

The Craftsbury Town Common is a public gathering space that is open to the general public for active and passive recreational activities. From time-to-time, individuals and groups of individuals wish to reserve space on the Common for a coordinated activity. The purpose of this Policy is to establish an orderly procedure for such groups to reserve use of the Common, on a first-come, first-serve basis and to ensure that such activities are conducted in a manner that is consistent with the Town of Craftsbury that they do not cause harm or damage to the Common and that they are carried-out in a manner that is sufficiently protective of public health, safety and welfare.

The use of the Town Common shall be in accordance with these policies and procedures and any others established by the Select Board. Use of the Town Common does not constitute or imply endorsement by the town of the policies, activities, or the points of view expressed by participants. No advertisements or announcements implying such endorsement shall be permitted. The Select Board shall administer the provisions of this policy, and in connection therewith, may deny or withdraw permission to use the Town Common to any group or organization that fails to comply with such policies and procedures.

Any organization or individual seeking to use the Craftsbury Common for an event must make a request to the Town Clerk's office. The request must specify:

- type of event
- date of the event
- individual or organization making request
- time period the Common will be used
- a contact person with email address, mailing address, and telephone number

As a courtesy, when possible, please give at least 2 weeks notice for the Town to review the request.

### **GENERAL GUIDELINES**

- 1. The Common shall be made available for events by private parties on a first-come, first serve basis, in accordance with the procedures set forth above.
- 2. Banners, flags and signs associated with the event may be placed on the Common no earlier than forty-eight (48) hours prior to the event and must be removed within one hour after the event.
- 3. If the applicant plans to offer live or recorded entertainment, food or alcohol, the applicant shall obtain any and all required approvals. The applicant acknowledges and agrees that the issuance of a permit to use the Common does not relieve it of its responsibility for obtaining all required approvals needed for the event.
- 4. The applicant assumes full responsibility for the preservation of order and the safety of those attending the event. The applicant shall be solely responsible for the costs associated with any police detail.
- 5. The applicant may use such equipment and furniture as it deems necessary for the event, provided that the applicant shall not allow any permanent fixtures to the town's property and it will not allow the use of any furniture or equipment that is likely to cause damage to the town's property.
- 6. The applicant shall have access to the site for purposes of the event only on the dates and times specified in the approval; provided, however, that the applicant may allow access the site for one hour prior to the event for the purpose of setting up and one hour after the conclusion of the event for the purpose of breaking down.
- 7. The applicant shall ensure that no illegal activity occurs during the event and it shall ensure that the event does not result in a public nuisance through unreasonable levels of noise or other disturbance.
- 8. The applicant acknowledges and agrees that the town shall not be responsible for providing any services, equipment or furniture for the event, including but not limited to use of bathrooms in public buildings or parking at municipal buildings.
- 9. The applicant shall neither cause nor suffer any waste of the site, and shall maintain the site in good order at all times. The applicant's responsibilities shall include the restoration or repair of any and all damage to the town's property resulting from the event.
- 10. The applicant shall maintain the Premises in a sanitary condition and the applicant shall be solely responsible for removing all trash and debris from the site at the conclusion of the event.
- 11. Should the applicant fail to remove any of its equipment, furniture or property from the site at the conclusion of the event, anything left behind shall be removed and disposed of by the town, in its discretion, and the applicant surrenders any right it may have had in such equipment, furniture or property; and, any costs incurred by the town in removing the applicant's furniture, equipment or property, and/or any costs incurred by the town in cleaning or repairing the site after the event shall be reimbursed by the applicant.

- 12. The applicant agrees that it shall use and occupy the site at its own risk, and by accepting the town's approval, it agrees to release and not to sue the town or any of its officers or employees based on any injury or death to persons entering the property pursuant to the approval, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the applicant, or of anyone claiming by or through any of them, that are brought upon the site, except if such injury, death, loss or damages is caused by the willful act or gross negligence of town, or its employees, agents, contractors or invitees.
- 13. The applicant agrees to indemnify, defend and hold harmless the town and all of its public officials and employees against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the site or relating in any way to the exercise of rights under this approval.
- 14. The town may impose such other conditions on its approval as are deemed necessary to protect public health, safety and welfare and to prevent unreasonable disturbance to the surrounding area.
- 15. This approval is terminable at any time by the town for any violation of these Rules and Regulations or any other applicable law.

\* Contacts, to see if Craftsbury Academy, Sterling College or United Church of Craftsbury has concurrent events which may limit parking:

- Craftsbury Academy: cwillispowell@ossu.org 586-2541
- Sterling College heidi.myers@sterlingcollege.edu 586-7711
- United Church of Craftsbury: unitedchurchcraftsbury@gmail.com 586-8028

#### **GROUNDS FOR DENIAL**

Although the Select Board acknowledges that the Common should be open and available for public use for a wide variety of events and uses, applications for use of the Common may be denied for the following reasons:

- 1. The application is incomplete or contains a material falsehood or misrepresentation.
- 2. The applicant has damaged public property on prior occasions and has not paid for the damage.
- 3. A permit has been granted to an earlier applicant for the same time and place; or the proposed date and time conflicts with an event planned by the town.
- 4. The applicant has violated the terms of a prior permit.
- 5. The intended use would present an unreasonable danger to public health or safety.

If the permit application is declined, the applicant will be provided with a written statement of the Board's reasons.

I, , hereby acknowledge that I have received and that I have read the foregoing Town Common Policy, that I am authorized to make binding agreements on behalf of the applicant and that I will comply with all requirements thereof.