

TOWN OF SUDBURY

FAIRBANK COMMUNITY CENTER GYM FACILITY USE AGREEMENT AND TERMS & CONDITIONS

This Facility Use Agreement (“Agreement”) is entered into by and between the Town of Sudbury, Massachusetts, acting by and through its Town Manager or designee (“Town”), and the following applicant (“Applicant”):

Applicant/Organization Name:

Contact Person:

Address:

Phone:

Email:

Activity:

Rental Dates/Days:

Rental Hours:

Sudbury Resident/Business ☐ Yes ☐ No Private Organization ☐ Yes ☐ No

The Fairbank Community Center Gym (“Gym”) is reserved solely for the dates, times, and activities approved by the Town. Use outside the approved dates and times or for an activity not authorized by the Town is prohibited.

1. FEES AND PAYMENT

- o Tier Classification: Tier 1 / Tier 2 / Tier 3
- o All rental fees must be paid in full before the reservation is finalized

Tiers	Full Room
Tier 1: Town of Sudbury Boards, Departments, Committees, Commissions or Officials and Town Sponsored Events	\$0
Tier 2: Events educational, recreational social, civic, or philanthropic purposes by Sudbury-based non-profit organizations and Sudbury residents	\$70/hour
Tier 3: All other private events / non-Sudbury residents	\$85/hour

Hourly Rental Fee:

Total Hours:

Total Rental Fee:

2. PRIORITY OF USE

This reservation is subject to the Town's Fairbank Community Center Facilities Use Policy and Procedures.

The Town reserves the right to reschedule or cancel a reservation when the facility is required for a municipal or emergency purpose. If the Town cancels the reservation, all fees paid for the affected rental date or dates shall be refunded.

3. CANCELLATION POLICY

Applicant cancellations are subject to the following refund schedule:

- 15+ days' notice: 100% refund
- 4–14 days' notice: 50% refund
- 0–3 days' notice: No refund

Town Closure or Cancellation (Weather/Emergency): The applicant shall discuss rescheduling the event with the Town Manager's Designee or notify the designee that they do not wish to reschedule. If the event cannot be rescheduled, or the applicant chooses not to reschedule, the applicant shall be entitled to a 100% refund.

Municipal and emergency needs take priority. The Town reserves the right to reschedule or cancel this reservation at any time if required for public purposes and/or in the case of an emergency. In such event, all fees paid shall be refunded.

4. GENERAL USE CONDITIONS

The Applicant agrees to:

- Comply with the Fairbank Facility Use Policy, all applicable Town policies and facility rules, and all directives issued by Town staff.
- Use the Gym only for the activity, dates, and times approved by the Town.
- Not sublet, assign, or otherwise transfer the right to use the Court.
- Comply with all applicable laws, regulations, occupancy limits, and safety requirements.
- Not state or imply that the Town sponsors, endorses, or is affiliated with the Applicant or its activity unless expressly authorized in writing.
- Restore the Court and all authorized areas to their original condition following each use.

5. PARTICIPANT WAIVERS

The Applicant shall ensure that every participant signs the Town of Sudbury Waiver and Release Form before participating in any activity. All completed waiver forms must be submitted to the Assistant Recreation Director no later than three (3) business days before the first scheduled rental date. Any participant who has not submitted a signed waiver shall not be permitted to participate. The Applicant shall maintain an attendance roster for each

rental session and provide a copy to the Town upon request. The Applicant shall collect and submit a signed waiver for each new participant added after the initial submission date. The waiver must be submitted before the individual participates in any activity.

6. FACILITY USE REQUIREMENTS

The Applicant is responsible for the conduct and supervision of all participants, spectators, guests, invitees, and attendees. Only athletic footwear appropriate for indoor court surfaces may be worn on the Court. The Applicant shall leave the Court, designated restrooms, and all other authorized areas in a clean and orderly condition following each use. The Applicant shall immediately report any damage, unsafe condition, injury, or other incident to the Town.

7. RESTRICTED ACCESS

This Agreement authorizes use of the Gym and the designated restrooms located in the corridor adjacent to the Fairbank Gym. Access to any other part of the Fairbank Community Center is prohibited unless specifically authorized in writing by the Town. The Applicant and all participants, spectators, guests, invitees, and attendees are prohibited from entering or accessing:

- The Atkinson Pool, locker room and viewing area
- Senior Center areas
- The Fairbank Multi-Purpose Room
- Recreation Department offices
- The Taz Room
- The kitchen
- Program rooms
- Any other area not specifically authorized under this Agreement

8. YOUTH ORGANIZATION SUPERVISION REQUIREMENTS

For activities involving individuals under eighteen (18) years of age:

- A responsible adult who is at least twenty-one (21) years old must be present at all times.
- At least one adult must be present for every ten minors unless the Town approves a different supervision ratio in writing.
- Supervising adults must remain in the Court and may not leave minors unattended.
- The Applicant is responsible for the conduct and safety of all participants.
- The Town does not provide and has no obligation to provide supervision or childcare.
- Youth organizations must conduct CORI and other background checks consistent with applicable legal requirements.

Failure to provide adequate supervision may result in the immediate termination of the activity and revocation of the reservation without a refund.

9. FOOD AND ALCOHOL

Food and beverages are prohibited on the Court. Water in closed containers is permitted. Alcoholic beverages are prohibited at all times.

10. INSURANCE

Insurance is required for all users other than Town of Sudbury Committees, Town Departments, Federal, State and Town Government officials as follows: general liability insurance with minimum limits of \$1,000,000 per occurrence. All policies shall be so written so that the Town of Sudbury is listed as an additional insured. The Town of Sudbury holds the right to waive the requirement under certain limited circumstances where insurance requirements pose a cognizable financial hardship and requests must be in writing. The Applicant shall provide the Town with a copy of said Certificate of Insurance no less than 48 hours prior to Applicant's event.

11. WAIVER, RELEASE AND INDEMNIFICATION

The Applicant, on behalf of themselves and the group or organization they are renting the Facility for or on behalf of, acknowledges that the use of the Facility is voluntary and at their own risk, and shall forever release and hold harmless the Town of Sudbury, its officers, officials, employees, staff, agents and volunteers (together, the "Releasees") from and against any and all liability, loss, damages, expenses, claims, actions, including costs and attorneys' fees arising out of the use of the Facility. Applicant shall further fully reimburse the Releasees for any damages, costs, or expenses resulting from my use of the Facility. Additionally, Releasees shall not be responsible for any loss, personal injury, theft or damage to personal property during the use of the Facility by Applicant.

Applicant shall further indemnify, defend and hold harmless the Releasees against any and all claims and proceedings of any description that may be asserted, directly or indirectly, that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries or damage to any property resulting from the Applicant's use of the Facility.

Applicant acknowledges that they have read and understand this release, indemnification and hold harmless provision and shall agree to it voluntarily either individually or on behalf of the group or organization they are renting the Facility for or on behalf of. Applicant expressly acknowledges that the Releasees will not be liable for any damage or injuries resulting from said rental use.

12. REVOCATION

The Town reserves the right to deny, condition, suspend, or revoke use of the facility for operational, safety, legal, or policy reasons. The Town may immediately terminate an activity or revoke a reservation if the Applicant or anyone associated with the rental violates this Agreement, a Town policy, a facility rule, or a directive issued by Town staff. If the reservation is terminated or revoked because of such a violation, the Applicant shall not be entitled to a refund.

Questions Regarding Room Rentals: For questions regarding Gym rentals, availability, or the application process, please contact the Assistant Recreation Director at ErnstS@sudbury.ma.us or 978-443-1092 x3227.

13. ENTIRE AGREEMENT

This Agreement, together with the Fairbank Community Center Facility Use Policy and Procedures and all applicable Town policies and regulations, constitutes the entire agreement between the parties. By signing below, the Applicant acknowledges that they have read, understand, and agree to comply with this Agreement and the Fairbank Community Center Facility Use Policy and Procedures.

Applicant Signature: _____ Date: _____

Printed Name: _____

Town of Sudbury Authorized Signature: _____

Date _____