

MILL ST. STAGE BOOKING: RELEASE AND SETTLEMENT AGREEMENT

(print names), on behalf of
themselves, their agents, servants, employees, officers, directors, shareholders, subsidiaries, parents, predecessors, successors, assigns, trustees, attorneys, insurers, and other representatives (hereinafter referred to as the "Releasors"), in consideration of the participation in booking an event at the Mill Street Stage, the sufficiency of which is hereby acknowledged, hereby agrees to release and forever discharge The City of Fitchburg, and as to each, their agents, servants, employees, officers, directors, shareholders, subsidiaries, parents, predecessors, successors, assigns, trustees, attorneys, insurers, and other representatives (collectively the "Released Parties"), of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, and any and all claims and liabilities whatsoever of every name and nature, both in law and in equity, whether known or unknown, which the Releasors ever had, now have, or may hereafter have on account of entering City Property including but not limited to, any and all claims, whether known or unknown, arising from the entry of city property to participate in booking an event or events at the Mill Street Stage in Fitchburg, any and all claims for personal injuries and/or property damage whether known or unknown, including any future claims, and any claims arising from the date of entry upon city owned property. (Released Claim)

By signing this Release, the Releasors expressly acknowledge they read this document with care, and that they are aware that by signing this document they are giving up all rights and claims and causes of action, and any and all rights and claims that they may now have or may arise in the future as a result of the Released Claim, previously defined, and on account of the entry which took place on City Property including but not limited to Mill St., any and all claims that were or could have been asserted against the Released Parties.

Knowing this, and knowing that the claimed injuries or damages not yet suffered may become worse in time or that unforeseen injuries or damages may arise as a result of the Released Claim, but may be unknown to the Releasors at this time, the Releasors sign this document voluntarily and freely without duress. The Releasors further acknowledge that no representation of fact or opinion apart from the terms set forth in this Release has been made to them by any of the Released Parties, which in any manner had induced him to agree to the settlement underlying this Release. The Releasors understand and agree that this Release affects the resolution and compromise of all potential disputed claims. The Releasors agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect of the basic terms and intent of this Release. In further consideration the Releasors, for myself, my heirs, assigns, representatives, and next of kin agree to hold harmless, defend and indemnify Release, from debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, and any and all claims and liabilities whatsoever of every name and nature, both in law and in equity, whether known or unknown, which the Releasors ever had, now have, or may hereafter have on account of entering City Property including but not limited to, any and all claims, whether known or unknown, arising from the entry of City Property to participate in booking the Mill Street Stage on the date or date(s) listed below, any and all claims for personal injuries and/or property damage whether known or unknown, including any future claims, and any claims arising from entry upon City Property.

I additionally agree to indemnify Releasee, its partners, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all such claims, injuries, liabilities or damages arising from the undersigned entry. If any provision of this Release shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remainder of this Release shall not be affected thereby and shall continue in full force and effect. This Release shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

Signed as a sealed instrument this _____
(date of signing)

Each organizer must print and sign names here:

Releasor _____
(Print Name) _____ (Sign Name)

MILL ST. STAGE BOOKING: USAGE AGREEMENT

Event Information:

- Event Name: _____
- Event Date(s): _____
- Event Time: _____
- Applicant Name: _____
- Organization (if applicable): _____
- Contact Number: _____
- Email Address: _____

Terms and Conditions:

1. Use of Space:

- The Mill Street Stage is located at 13 Mill Street, Fitchburg, MA 01420. The stage is to be used as per the approved event plan submitted to the City of Fitchburg.

- The venue includes the stage, vendor/refreshment booth, seasonal porta-potty (code provided with deposit), 8 PVC fences, electric hook-ups (extension cords not provided), 10 metal folding tables, 20 metal folding chairs, large trash bin (bags not provided), trash grabber, and small broom.

2. **Alcohol Service:**
 - If serving alcohol, the applicant must follow the specified guidelines, including obtaining a one-day beer and wine license, having a TIPS-certified server on-site, containing the area properly, and attending a License Commission meeting if necessary.
3. **Permits and Licenses:**
 - A City of Fitchburg Public Assembly form must be completed and approved.
 - Vendors selling goods must obtain a Hawkers & Peddlers License.
 - Food vendors must obtain appropriate food permits.
4. **Security Deposit:**
 - A \$100 security deposit (cash or check) is required to obtain the keys and porta-potty code. This deposit will be returned upon the return of the keys and provided there is no damage or trash left at the venue.
 - The keys must be returned within two weeks after the event. Failure to do so may result in the forfeiture of the security deposit and future booking privileges.
5. **Venue Cleanliness and Maintenance:**
 - The applicant is responsible for ensuring the venue is left clean and free of trash. Trash bags are not provided and should be brought by the applicant.
 - Any damage to the venue or its amenities must be reported immediately. The applicant may be held liable for repair costs.
6. **Compliance:**
 - The applicant agrees to comply with all local laws and regulations, including noise ordinances and capacity limits.
 - The applicant agrees to respect the property and the surrounding community.
7. **Equipment and Structure:**
 - You will be held accountable for any damage to equipment or components of the structure. Report any damage immediately. Failure to do so may result in future booking restrictions.
8. **Cleanliness:**
 - Carry in and carry out. Leave the area as you found it, or better. All trash must be removed from the premises (trash bags not provided).
9. **Respect for Others:**
 - Be respectful of the space and surrounding community. Excessive noise or disturbances may result in your event being shut down.
10. **Time Management:**
 - Adhere to your agreed-upon booking times. Overstaying may disrupt other bookings and result in penalties.
11. **Safety:**
 - Ensure the safety of all attendees and staff. Violations of safety protocols may lead to immediate event cancellation.
12. **Booking Priority:**
 - Priority will be given to applicants who have previously adhered to all rules and guidelines.
13. **Responsibility:**
 - The person booking the stage is responsible for the actions of their group and ensuring all participants adhere to these rules.

14. Notification:

- Notify authorities in case of any incidents or accidents during your event.

15. No Unauthorized Modifications:

- Do not make any modifications to the stage or surrounding area without prior approval from the City of Fitchburg.

16. Indemnity:

- The applicant agrees to indemnify and hold harmless the City of Fitchburg, its officers, employees, and agents from any and all claims, damages, losses, and expenses arising out of the use of The Mill Street Stage.

By signing below, the applicant agrees to the terms and conditions outlined in this agreement and the Ground Rules for Booking Mill St. Public Stage.

Applicant Signature: _____

Date: _____

City of Fitchburg Representative Signature: _____

Date: _____



Liz Murphy Executive Director Community Development & Planning Department

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