

TOWN OF WHITEFIELD, NEW HAMPSHIRE

TOWN PROPERTY AND FACILITIES USE POLICY & FORM

Purpose

Town-owned property, including municipal buildings, parks, athletic fields, recreation areas, parking lots, rights-of-way, trails, and other Town facilities ("Town Property"), is intended primarily for municipal purposes and public use.

When not required for Town operations, Town Property may be made available for public use in accordance with this Policy. The purpose of this Policy is to ensure fair and equitable access, protect public assets, minimize the Town's legal and financial risk, and preserve Town Property for the benefit of all residents.

The Town administers this Policy in a viewpoint-neutral and non-discriminatory manner. Approval of a request does not constitute endorsement by the Town of any organization, activity, or viewpoint.

Requests for Use

Any individual, organization, or business requesting exclusive or organized use of Town Property shall submit a completed Town Property Use Agreement to the Town Administrator prior to the proposed event or activity.

Town governmental functions shall always receive scheduling priority.

Requests will be evaluated based upon:

- Availability of the property;
- Compatibility with Town operations;
- Public safety;
- Potential impact on neighboring properties;
- Preservation of Town Property; and
- Compliance with this Policy.

The Town reserves the right to deny, condition, or revoke any request that conflicts with Town operations, presents an unreasonable risk to public safety or Town Property, or otherwise fails to comply with this Policy.

Uses Requiring Prior Approval

Unless otherwise authorized by the Select Board, prior written approval is required for activities including, but not limited to:

- Organized sporting events, tournaments, leagues, clinics, or practices not sponsored by the Town;
- Community events, festivals, concerts, parades, races, or public gatherings;
- Fundraising events or solicitation activities;
- Commercial activities, including sales, vendors, food trucks, photography, filming, or advertising;
- Temporary structures, including tents, stages, bleachers, inflatables, portable restrooms, or generators;
- Exclusive reservation of any Town building, park, athletic field, pavilion, parking area, or other Town Property;
- Use of amplified sound or public address systems;
- Alcohol service or consumption where otherwise permitted by law;
- Fireworks, open burning, grills, cooking equipment, or campfires;
- Overnight camping or parking;
- Placement of signs, banners, decorations, or other temporary installations;
- Digging, staking, driving posts, or altering Town Property in any manner;
- Events requiring road closures, traffic control, police, fire, or EMS support; and
- Any activity reasonably determined by the Select Board to require review because of public safety, liability, or operational concerns.

Activities conducted without required approval may be immediately terminated.

User Responsibilities

Users shall:

- Maintain orderly conduct at all times;
- Comply with all federal, state, and local laws and Town policies;
- Supervise participants and spectators;
- Leave the property clean and in substantially the same condition as received;
- Remove all equipment, trash, and temporary materials following the event; and
- Reimburse the Town for any damage, excessive cleaning, repairs, or extraordinary municipal services resulting from their use.

The Town reserves the right to assess reasonable fees for damages or additional municipal services.

The Town assumes no responsibility for injuries, lost property, or damages arising from any person's use of Town Property.

Indemnification

As a condition of approval, the applicant agrees to defend, indemnify, and hold harmless the Town of Whitefield, its officers, employees, volunteers, and agents from any claims, damages, liabilities, costs, or expenses, including reasonable attorney's fees, arising out of the applicant's use of Town Property, except to the extent caused by the Town's sole negligence or willful misconduct.

Insurance

The Town may require proof of liability insurance based upon the nature, size, or risk associated with the proposed activity.

When required, the applicant shall provide a certificate of insurance naming the Town of Whitefield as an Additional Insured by endorsement, with coverage limits determined by the Town Administrator or Select Board.

Failure to provide required insurance may result in denial or revocation of approval.

Town Property Use Agreement

Every applicant shall sign a Town Property Use Agreement acknowledging that they:

- Have read and agree to comply with this Policy;
- Accept responsibility for all participants and activities during the event;
- Agree to reimburse the Town for any damages or extraordinary costs resulting from their use;
- Agree to the indemnification provisions of this Policy; and
- Will provide any required insurance documentation before the event.

Administration

The Town Administrator may approve routine requests consistent with this Policy and may impose reasonable conditions necessary to protect Town Property and the public.

Requests involving unusual circumstances, significant public impact, or exceptions to this Policy may be referred to the Select Board for consideration.

This Policy may be amended by the Whitefield Board of Selectmen at any time.

Adopted by the Whitefield Board of Selectmen on _____, 2026.

Board of Selectmen Chair: _____

TOWN OF WHITEFIELD, NEW HAMPSHIRE

TOWN PROPERTY USE AGREEMENT

Date of Application: _____

APPLICANT INFORMATION

Organization (if applicable): _____

Applicant Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

If organization, authorized representative: _____

PROPERTY REQUESTED

Town Property Requested:

- ☐ Town Hall
- ☐ Community Room
- ☐ Highland Street Park & or Athletic Field
- ☐ Legion Athletic Field
- ☐ Pavilion/ or Band Stand
- ☐ Parking Lot
- ☐ Recreation Facility
- ☐ Other: _____

Specific Location: _____

Date(s) Requested: _____

Hours of Use (including set-up and clean-up):

From: _____ To: _____

Estimated Attendance:

Adults: _____ Children: _____ Total: _____

EVENT INFORMATION

Name of Event: _____

Purpose of Event:

Will the event be open to the public?

☐ Yes ☐ No

Will admission be charged?

☐ Yes ☐ No

Will donations be accepted?

☐ Yes ☐ No

Will food or beverages be served?

☐ Yes ☐ No

If yes, explain:

Will alcohol be served?

☐ Yes ☐ No

(If yes, all applicable state and local permits must be obtained.)

Will vendors participate?

☐ Yes ☐ No

Will amplified sound be used?

☐ Yes ☐ No

Will tents, stages, inflatables, generators, or temporary structures be installed?

☐ Yes ☐ No

If yes, describe:

Will police, fire, EMS, or traffic control likely be required?

☐ Yes ☐ No

If yes, explain:

INSURANCE

If required by the Town, the applicant agrees to provide a Certificate of Insurance naming the Town of Whitefield as an Additional Insured by endorsement prior to the event.

Certificate Attached:

☐ Yes ☐ No ☐ Not Required

APPLICANT AGREEMENT

I certify that I am authorized to submit this request and agree on behalf of myself and/or my organization that:

1. I have read and agree to comply with the Town of Whitefield Town Property and Facilities Use Policy.
2. I accept responsibility for all participants, guests, volunteers, vendors, and activities associated with this event.
3. I will ensure the property is left clean and in substantially the same condition as it was received.
4. I agree to reimburse the Town for any damage to Town property, extraordinary cleaning, repairs, or municipal services resulting from this event.
5. I understand that this approval may be revoked if the event violates Town policies, creates unsafe conditions, or differs materially from the information provided in this application.
6. I agree to defend, indemnify, and hold harmless the Town of Whitefield, its officers, employees, volunteers, and agents from any claims, damages, liabilities, costs, or expenses, including reasonable attorney's fees, arising from my use of Town property, except to the extent caused by the Town's sole negligence or willful misconduct.
7. I understand that approval of this application does not constitute endorsement by the Town of Whitefield of my organization, event, or viewpoints.

8. I agree to comply with all applicable federal, state, and local laws, regulations, permits, and ordinances.

Applicant Signature: _____ Date: _____

Printed Name: _____

TOWN USE ONLY

Review by Select Board on: _____

Approved: Yes ____ No ____