

Request to use the Westford Common

Note: If you are a food vendor, you must apply for a vendor license, see

<https://westfordvt.us/wp-content/uploads/2018/06/Mobile-Food-Vendor-Ordinance.pdf>

and

<https://westfordvt.us/wp-content/uploads/2019/05/Mobile-Food-Truck-Vendor-Application.pdf>

Name of responsible individual: _____

Name of organization if applicable: _____

Phone number: _____

Email: _____

Application date: _____

Number of people attending (or range expected): _____

Date(s) of event: _____

Please note, rain dates are prohibited. If your event is cancelled, and you wish to reschedule, a new application is required.

Start Time (include set up time): _____

End time (include clean up time): _____

Primary area of the Common you plan to use, i.e. east of the gazebo, the gazebo, the playground area, etc.

Description of event (include as much detail as possible):

Please note: depending on size and duration of event, you may be required to provide a portalet at your own expense.

See over for User Policy. By submitting this application, you agree to abide by the User Policy. Typed name is acceptable as signature.

Signature: _____ Date: _____

Submit to WestfordCommonCommittee@gmail.com and

townadmin@westfordvt.us

Please note, approval can be revoked at any time.

Administrative Decision

Completed application received: _____

____ Approved

____ Denied Reason: _____

Port-a-let required? ____ Yes ____ No

Signature: _____

Date: _____

Westford Common Use Policy

The Westford Common is a beautiful, historical area owned by the Town of Westford (the "Town") much used by townspeople and visitors. As such, it is important to protect and nurture this area so everyone can enjoy it.

The following are the rules of agreement for your use of the Common:

1. There is no exclusive use of the Common. People scheduling an event must realize that they cannot ask others to leave the area. This is public property that is used by the general public. The gazebo may be reserved, however.
2. No vehicles are allowed on the Common at any time including loading/unloading, except for emergencies. There is no parking on the Route 128 side of the Common. Parking is only allowed along Common Road, but never on the grass.
3. If the applicant plans to offer live or recorded entertainment, food or alcohol, the applicant is responsible for obtaining any and all required permits and to show proof of insurance. The applicant acknowledges and agrees that a permit to use the Common does not relieve them of their responsibility for obtaining all required approvals needed for the event.
4. All events must be over by dark, except for Town sponsored activities. Noise must be kept to a minimum. Please respect the neighboring residents.
5. If there is any damage to any part of the Common or gazebo, the user group is responsible for repairing the issue. Picnic tables, chairs, and other items, if moved, must be returned to where they were originally. All trash must be picked up and placed in trash barrels. Exercise care around any trees or plantings. Absolutely no climbing of the trees. No tents or structures, including inflatable structures such as bouncy houses, which may damage the grass. Canopies are allowed.
6. The Town reserves the right to require a port-a-let be furnished by the applicant during an event. The cost of the port-a-let shall be the sole responsibility of the applicant.
7. Political events are limited to bona fide political representatives of Westford and bona fide candidates for positions representing Westford.
8. Fires, heaters, or grills are strictly prohibited in or near the gazebo.
9. Adult supervision is required for all activities where children may be present.
10. The applicants are responsible for cleaning up after any animals brought on site.
11. Only signs promoting the name, date and time of town center events are allowed on the Common. A maximum of two signs per event are allowed and can be placed a maximum of seven (7) days before the event and must be removed within five (5) days of the event.
12. By submitting this application, the applicant agrees that they shall use and occupy the site at their own risk, and agrees to indemnify, defend, hold harmless, release and not to sue the Town or any of its elected and appointed officials, administrators, employees, contractors, accessors and/or assigns, based on any injury or death to persons entering the Town Common property pursuant to the Town's approval of an application for use of the Common, or loss or damage to vehicles, equipment, structures or real or personal property of any nature whatsoever of the Town or the applicant, or of anyone claiming by or through any of them, except if such injury, death, loss or damages is caused by the willful act or gross negligence of the Town, or its employees, agents, contractors or invitees. The applicant shall give notice to the Town of any event, action, loss, or activity that may trigger the foregoing indemnity obligation within seven (7) days of their receipt of notice of such claim.