

**Town of Foxborough
40 South Street
Foxborough, MA 02035
(508) 543-1219**

**APPLICATION FOR PERMISSION TO HOLD A CAR WASH
AT THE TOWN HALL PARKING LOT**

Date: _____

Applicant Name: _____

Address: _____ Phone #: _____

Contact/Sponsor Name: _____

Address: _____ Phone #: _____

Organization: _____

Event Date: _____ Rain Date: _____

Start Time: _____ End Time: _____

Please note:

The Water Commissioners require that all vehicles be washed from buckets and all hoses have nozzles to better control the water usage.

You may pick up the cock key in the Selectmen's Office by 12:30 p.m. on the Friday before the car wash. Kindly make sure that the water is off and the key returned to the Selectmen's Office on the Monday following the car wash.

Applicant Signature: _____

OFFICE USE:

Approved:

Conditions:

TOWN MANAGER

Sign Out Sheet
Key to the Outside Water Faucet
At the Foxborough Town Hall

Date of key sign out: _____

Name (Please Print):

Telephone Number: _____

Signature:

After use, please place the key in the drop-off mail slot to the left of the door of the Town Hall.

If the key is not returned, you will be responsible for paying for a replacement key.

Thank you.

TOWN OF FOXBOROUGH
Indemnification Agreement

For and in consideration of the use the premises located at the _____ (name of facility) _____, Foxborough, MA, (the "Premises"), and other good and valuable consideration, the payment, receipt and sufficiency of which is hereby acknowledged,

Name: _____
Address: _____ Tel. No. _____
Organization: _____ Tel. No.: _____
Address: _____

(hereinafter the "Applicant") hereby agrees to indemnify and save harmless the Town of Foxborough, and all their past, present and future officers, officials, agents, servants, employees, attorneys and their respective predecessors, successors, assigns, heirs, next of kin, executors and administrators hereinafter collectively referenced as the (the "Town") against any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission or negligence of the Applicant or anyone claiming under the Applicant (including, but without limitation officers, agents, servants, invitees, guests, students, volunteers, of the Applicant and employees and contractors of the Applicant), at or about the Premises.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or an proceeding brought thereon or the defense thereof. If the Applicant or anyone claiming under the Applicant or the whole or any part of the property of the Applicant or anyone claiming under the Applicant shall be injured, lost or damaged by theft, fire or steam or in any other way or manner, no part of said injury, loss or damage is to be borne by the Town or its agents unless solely caused by the gross negligence or willful misconduct of the Town.

Applicant and/or its caterer(s) and/or contractors, shall deliver to the Town prior to commencing use of the Premises certificate(s) of insurance indicating coverages and limits as follows:

1. Commercial General Liability including Products/Completed Operations
Commercial Single Limit for Bodily Injury and Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
2. Liquor Liability
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
3. Workers Compensation Insurance including Longshoremen's and Jones Act coverage
Waiver of Subrogation
Statutory Benefits – State of Hire
Employers Liability
\$500,000 Each Person for Injury by Disease
\$500,000 Policy Limit for Injury by Disease
\$500,000 Each Person for Injury by Accident
4. Coverage must be written with carriers authorized to do business in the Commonwealth of Massachusetts, and rated as A- or better by Best's Rating Service or equivalent.

The certificate(s) should name the Town of Foxborough as additional insured for General Liability and Liquor Liability. The certificate(s) should also indicate that in the event of cancellation of any of the

Applicant is advised that failure to maintain such commercial general liability insurance may result in Applicant being subject to potential liability for claims arising under or through the use of the Premises.

Applicant shall, at its own cost and expense, with counsel approved by the Town defend any and all suits and actions (just or unjust) which may be brought against the Town or in which the Town may be impleaded with others upon any such above-mentioned matter, claim or claims, unless such other suit or action is the direct result of Town's negligence. The Applicant agrees that it shall not file any claim, complaint, charge or lawsuit against the Town for any matter, claim or incident, known or unknown, which occurs or arises out of Applicant's use of the Premises.

APPLICANT

Date: _____

By: _____ (Applicant)
_____ (Title)

TOWN OF FOXBOROUGH

Date: _____

By: _____
(duly authorized signature)