

Permit Received

Date:

Deposit

Date:

Rental Payment

Date:

**CITY OF GROTON  
ZBIERSKI HOUSE USE PERMIT  
1 BEACH POND ROAD, GROTON, CT 06340  
TELEPHONE: (860) 446-4128**



**DATE OF USE:** \_\_\_\_\_ **HOURS:** \_\_\_\_\_

**PURPOSE OF USE:** \_\_\_\_\_ **NUMBER ATTENDING:** \_\_\_\_\_

**PERSON IN CHARGE DURING BUILDING USE:** This person needs to be present during event. If not present, premises must be vacated within 15 min. The \$100.00 deposit will be forfeited if premises are not vacated.

**GRANTEE NAME:** \_\_\_\_\_

**DAYTIME PHONE:** \_\_\_\_\_ **HOME PHONE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**GROUP OR ORGANIZATION NAME:** \_\_\_\_\_

**CONDITIONS OF USE**

Rental of the facility is for the **Zbierski House ONLY**, it does not include the grounds.

**RENTAL RATES:** City of Groton residents or non-resident taxpayers \$25.00/hour  
(Proof of residency is required) Non-residents \$50.00/hour

**DEPOSITS:**

The booking date will be guaranteed **only when the security deposit of \$100 cash and the hourly rental fee are paid. The hourly fee is due TWO WEEKS PRIOR to your event.** The security deposit will be due to ensure the building is left clean and that all conditions of the permit have been met. Deposits will be refunded **after** your event provided all conditions of the permit have been satisfactorily met.

All checks are to be made payable to **City of Groton**.  
There will be a \$25.00 administrative fee for any check returned by the bank.

**GRANTEE RESPONSIBILITY:**

Grantee is required to be on the premises during the entire event. The person signing Use Permit will be held responsible for the group/organization using the building. The grantee is responsible for locking the building, turning off lights, leaving rooms clean, and putting tables and chairs back in proper order (chairs folded up against wall, tables lined up in main room). **Tacks and nails** in any wall, trim work or ceiling panel is strictly prohibited. Decorations can be used with scotch tape only. No duct or other types of tape are permitted. The grantee is responsible for removing all decorations.

**DAMAGE, THEFT OR PERSONAL INJURY:**

Should there be any damage or theft, the deposit will be forfeited and the event grantee will be held liable. Should the cost for damage and/or theft (building, furniture, photographs, etc.) exceed the deposit, the grantee will be responsible for the additional costs. The City of Groton, its officers, directors, employees, volunteers or other representatives, will be held harmless should any item of the event organizer and/or their function be stolen, damaged or misplaced. The grantee assumes financial responsibility for any damage to City of Groton property or injury to persons resulting from the use of this building. Any accidents must be reported in writing and signed by person or persons involved, and submitted to Parks & Recreation Office, 295 Meridian Street, Groton, within 24 hours of the incident. See Appendix A

**KEYS:**

Keys will no longer be issued for the Zbierski House. A Building Monitor will open the building 15 minutes prior to the event. If you arrive more than 15 minutes past your rental start time, you will have to call the contact number on this permit to have the house opened. The Building Monitor will arrive 15 minutes prior to the END of your event to lock the building. From Eastern Point Beach opening weekend through Labor Day, any group using the facility during the hours of 9:00 am to 5:00 pm, the Beach Supervisor will be responsible for opening the building 15 minutes prior to the scheduled event.

**CONDITIONS OF USE:**

- Attendance on the premises is not to exceed the Fire Marshal’s posted limit of **Fifty (50)** people. Building must be cleaned, locked, and vacated by 11:00 PM. **NO SMOKING** in building or on the property.
- Any garbage should be bagged and placed in the dumpsters located outside the back door of the Zbierski House on the backside of the garage.
- A Refrigerator and Microwave oven are the only kitchen appliances provided at the Zbierski House.
- NO open flames are allowed in the Zbierski House at any time. Fireplaces and candles must not be used.
- NO amplified music is allowed unless approved in advance by Director Hill.
- NO Alcoholic Beverages are allowed on the premises unless a Special Permit for the Sale or Consumption of Alcohol has been granted by the Director of Parks and Recreation.
  - The sale or serving of alcohol (beer and wine only) by any group within the Zbierski House or the charging of admission for an event that includes alcohol consumption requires a special permit issued by the Parks and Recreation Department. Application should be made, in writing, 6 weeks in advance to the Director of Parks and Recreation. This special permit must be accompanied by a reservation for use of the Zbierski House made at the Parks and Recreation Office.
  - The Special Permit for the Sale or Consumption of Alcohol will allow the sale or consumption of alcohol only inside the Zbierski House and on its porches, not in any other areas outside the house.
  - The Special Permit for the Sale and/or Consumption of Alcohol may only be used for events held outside of the beach season or after 6:00 pm during the beach season, on Fridays, Saturdays and Sunday.
  - No kegs, beer balls, or other containers of alcohol in excess of 1 liter are allowed at any time. No Glass containers permitted.
  - Serving or selling any alcoholic beverages is subject to applicable federal, state, or local laws and ordinances.
  - Payment of any additional fees and/or costs must be made at time of application. The applicant must also show evidence of proper state permits, insurance coverage including the City as additionally insured, and proper planning for control of the guests.

(Initials) \_\_\_\_\_

**PARKING REGULATIONS:**

Parking is not allowed on the grass. From Eastern Point Beach opening weekend through Labor Day weekend a maximum of 20 parking passes will be available for Zbierski House renters and their guests, at a pre-paid parking pass cost of \$5.00 per pass for the duration of their event. Any additional spaces will be charged the normal daily parking fees of \$10.00 on weekdays and \$20.00 on weekends and holidays as spaces are available. At least 24 hours advance notice of the number of passes needed is required for the passes to be ready for pick up. Guests are to vacate parking spaces within 30 minutes of the conclusion of their event. Failure to do so will forfeit the \$100.00 security deposit. During the Summer Season, rentals will only be for one (1) party during hours of beach operation (8am-6pm) and for one (1) party after hours on Saturdays, Sundays, and Holidays.

**Number of Seasonal Beach Parking Passes needed at the Special Price of \$5.00 each:** \_\_\_\_\_

(Initials)

**The City reserves the right to require general liability insurance for public events. (Appendix B)**

**Any infraction of the above rules will result in permanent loss of use of the Zbierski House.  
This includes the Grantee not being present throughout the entire event.**

**The Parks & Recreation Office is open 8:00 am – 4:30 pm Monday through Friday.  
If any problems arise after 4:30 PM or on the weekend, you may contact  
Mary K. Hill, Director of Parks and Recreation at 460-2995.**

I, \_\_\_\_\_, the undersigned agree to the above conditions of use and take full  
(Please Print)

responsibility for the premises. I will be refunded the \$100.00 cash security deposit once the after- party status of the building has been determined to be satisfactory.

**TERMS ACCEPTED BY:**

**PERMIT ISSUED BY:**

\_\_\_\_\_  
(Signature of Grantee - Authorized Representative  
of Group/Organization)

\_\_\_\_\_  
(Grantor - Authorized Representative  
of City of Groton)

**Appendix A: Indemnification/Hold Harmless**

**THIS IS AN IMPORTANT LEGAL DOCUMENT, IN WHICH THE SIGNER MAKES SIGNIFICANT AND POTENTIALLY COSTLY FINANCIAL COMMITMENTS TO THE CITY OF GROTON. NO ONE SHOULD SIGN THIS DOCUMENT WITHOUT FIRST CONSIDERING HAVING LEGAL COUNSEL OF HER OR HIS CHOICE REVIEW IT.**

This Agreement to Defend, Hold Harmless, and Indemnify the City of Groton, Connecticut is made by the undersigned \_\_\_\_\_ (“Grantee”), of \_\_\_\_\_, City/Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, in favor of the City of Groton, a municipal corporation located in New London County and State of Connecticut (“the City”), its successor and assigns.

In consideration for the City’s permitting Grantee to host a private function or event, specifically a \_\_\_\_\_, on City-owned property, specifically on/at \_\_\_\_\_, on \_\_\_\_\_ 20\_\_\_\_, which I acknowledge to be good and valuable consideration for the undertakings I make here, I, the undersigned Grantee, do hereby promise and covenant that I will defend and hold harmless the City, its officers and officials, employees, volunteers, agents, and representatives, and its and their successors and assigns (“City Parties”), from and against any and all actions, causes of action, suits, claims, proceedings, judgments, losses, recoveries, damages and expenses of every kind, including, but not limited, to attorney’s fees, reasonable investigative and discovery costs, and court costs, as well as for injunctive or non-monetary relief, arising in any way from the use of the property described above on the date(s) stated above and that I will indemnify the City Parties for all sums that it or they may pay or become obligated to pay, to anyone or any entity on account of or arising in any way whatsoever from the use of the property described above on the date(s) stated above; and I further say that I understand and intend that this commitment can and will be enforced against me to the maximum extent allowed by law, and without regard to whether a claim (or cause of action, etc., as described above) arises out of contract or negligence, including but not limited to claims for property damage or death, and without regard to whether any such claim arises from or is alleged to arise in part or in whole from the negligence of the City Parties.

If I sign below in a representative capacity, then I represent and personally warrant that I am duly authorized to sign in that representative capacity, and I acknowledge, understand, and agree that by signing I bind the entity for which I sign, and its successors and assigns, to every undertaking in this document.

In witness whereof, I acknowledge that I have read and executed this Agreement to Defend, Hold Harmless, and Indemnify the City Parties, at the place and on the day appearing below, that I fully understand its terms and understand that I am making a substantial, binding legal commitment, constituting a potentially financially expensive commitment, by signing it, and that I intend my signature to evidence this undertaking on my commitment and intention to defend and to hold harmless, and to indemnify as described above, and in all instances and in any event, to the greatest and fullest extent allowed by law, and I intend my commitment to be enforceable against me, the Grantee, to that same extent.

Grantee (Print Name): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Capacity of signer, if other than as individual: \_\_\_\_\_  
Date: \_\_\_\_\_

Grantor (Print Name) \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

**Appendix B: General Liability Insurance:**

The City reserves the right to require general liability insurance for public events.

Commercial General Liability:

\$1,000,000 Per Occurrence

\$2,000,000 General Aggregate

City of Groton, CT added as additional insured

General Insurance Requirements:

- All coverage must be placed with carriers approved to conduct business in the State of Connecticut and rated at least A-/VII by A.M. Best
- Certificates of insurance verifying compliance with the City of Groton's requirements must be included with this permit form, or at the latest prior to using the Zbierski House. Failure to meet the City's insurance requirements shall prevent use of the Zbierski House.
- Should any insurance cancel for any reason or cause, at least 30 days written notice shall be given to the City of Groton
- The City of Groton maintains the right to require insurance coverage greater than what is listed above, depending on the nature and scope of usage of the Zbierski House.
- Any exceptions to the City's insurance requirements are subject to the sole discretion of the City.

Applicant/Lessee (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Capacity of signer, if other than as individual: \_\_\_\_\_

Date: \_\_\_\_\_

Witness (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

City of Groton Name (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_