Franklin Recreation Commission

Minutes of April 3, 2024

Meeting called to order by Secretary Hiscox, 7:31 PM

- Visitors: Jeff Glidden, Franklin Lions Club.
 - Jeff indicated the Lions would like to hold their annual Tuff Run on the Weekend of August 17-18, 2024. Jeff also indicated that upon approval of the dates he would supply a COI for the event.
 - Greg B motioned to approve the use of the Park for the 2024 Tuff Run on August 17-18 as requested. This Motion was seconded by Lee J and was approved unanimously.
- Minutes from the March 6, 2024 Meeting were distributed. Lee J motioned to accept the Minutes as presented. This was seconded by Greg B and passed unanimously.
- Financial Report was not available
- Additions to Agenda None
 - Old Business
 - o Greg B reported he had not received the requested proposal for cement pads under the bleachers in the Park as of yet.
 - Rich H distributed the finalized 2024-25 Budget Request that had been discussed and developed at the last meeting.
 - New Business
 - Rich H reported that he had received the COI from Norwich Tech concerning their use of the SLBB field.
 - Rich H presented a request from the CT Bombers for use of the fields for the 2024 season including practices, games, tournaments, and Fall-Ball. The request was accompanied by a COI.
 - Greg B Motioned to approve the CT Bombers request. This Motion was seconded by Lee J and passed without further discussion or dissent.
 - Rich H presented a request from SFCLL for the use of the fields for the 2024 season. A COI accompanied the request as well.
 - Lee J Motioned to approve the request. Greg B seconded the Motion and it passed without further discussion or dissent.
 - o Rich H reported that First Selectman Alden Miner has publicized that as part of the Memorial Day activities at the Park there will be a Softball Game between the Franklin Volunteer Fire Dept. and the Recreation Commission. He has communicated that we (The Rec Comm.) will have to find representatives to play.
 - Rich H reported that the Academy of the Holy Family would like to use the Volunteer field for their one and only home Softball game on Tuesday April 9th. If approved, they will supply the required COI.
 - Greg B Motioned to approve the one-time use of the field. This Motion was seconded by Lee J and passed unanimously.
 - Rich H reported that the Port-O-Johns will be delivered this week. A handicapped unit for the Park and a standard unit for the Soccer field.

- o Rich H reported that the Park wells had been treated and will be flushed. There is a water test scheduled for Friday the 12th and if they pass water will be turned on.
 - In a related matter we need to replace the faucet in the bathroom closest to the concession stand at the LL Field. Rich will pick one up and install it.
- Rich H reminded all that the FES PTO 5K fundraiser will be held in the Park on Saturday May 4th.
- o Rich H reported that over the last weekend, and Monday evening, all four ball fields had been Roto-tilled, York raked, and dragged. Not the best outcome but all were in better shape then they had been and are in playable condition.
- Safety Concerns,
 - O Rich reported that there was a major washout on the track around the soccer field. He has spoken to Alden about it and it is his (Alden's) to repair it this weekend.
- Correspondence,
 - o None.
- Adjournment, A Motion to Adjourn was made by Lee J, seconded by Greg B, and passed without further discussion. The Meeting was Adjourned at 8:03 PM.

Attendees; Rich Hiscox, Greg B, and Lee Johnson.

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington DC 20250-9410, or call 800-795-3272 (voice) or 202-720-6382 (TDD).

Franklin Recreation Commission

Meeting of April 3, 2024 at 7:30 PM Meeting will be held at Town Hall

Agenda

- Call to Order
- **✓•** Recognition of Visitors
- **✓•** Review/Approve Minutes from the previous Meeting
- **✓•** Review/Approve Financials
- **✓•** Old Business
- New Business
- **√** Safety Issues
- **Correspondence**
- Adjournment

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4/3/24

CTO 731 AM

· VISITORS: JEHF G FLC

'24 TUFE RUN 8/17-18/24

MIR GB, 2MLJ PU

· Minuous 3/6/24

MAR LOT 2ND GB PU

- * FINANCIALS NOT AVAIL.
- · OLD BUSINOSS

GB MOTHING ON PADS

AND CONTRACTOR

O DODO

RH DISTR 2024-25 FINALIZOD BUDGOT ROW.

· Now Business

RH ROPERT COI MORNICH TORCH

RH Presources A REQ CBSA For 2024 CION LESO & COE. MIA GB 2 MLJ PLE

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RH WOLL TOST NOW FRI 4/12

ERH FES PTO JK SAT 5/4

RH AM 4 FIGERS RT/TR/DREGOD.

SASONIE - WI SCHOOL SCOOL NIADS UND P

RE: Agenda for 2/7/24

To Alden Miner <firstselectman@franklinct.gov> • Heather Glidden <selectmanassist@franklinct.com>

Please find attached the proposed 2024-25 Recreation Commission Budget as requested.

Richard R Hiscox 302 Lebanon Road N Franklin CT 06254 860-908-0330

On 03/05/2024 8:25 AM EST Alden Miner < firstselectman@franklinct.gov > wrote:

Hi Rich Please send in Rec dept budget for 2024 when you can Thanks!! Alden

Alden Miner
Town Of Franklin
Office Of The First Selectman
860-642-8602
Cell – 860-886-3114
Email – firstselectman@franklinct.com

From: Richard HISCOX < richh32@comcast.net>

Sent: Sunday, February 4, 2024 6:46 PM

To: Ayer, Steven ayer.steven@yahoo.com; Greg Bourdon bourdon4444@hotmail.com; Dorsey, Scott

<<u>sryandorsey@yahoo.com</u>>; Franklin <<u>civiccms@civicplus.help</u>>; Lynda Feder-Craney <<u>townclerk@franklinct.com</u>>; Gorra, Kyle <<u>kyle.gorra@gmail.com</u>>; Hastings, Todd <todd.r.hastings@icloud.com>; Johnson, Lee <nannlee@comcast.net>; Alden Miner

<<u>firstselectman@franklinct.com</u>>; Miner, josh <<u>joshieminor@yahoo.com</u>>

Subject: Agenda for 2/7/24

Please find attached the Agenda for this Wednesday's Meeting (2/7/24).

Richard R Hiscox 302 Lebanon Road N Franklin CT 06254 860-908-0330

2800-Rec Comm Budget Request 2024-25.docx (21 KB)

BUDGET REQUESTS FOR FISCAL YEAR 2024-2025

LINE ITEM # <u>2800.10</u>

DEPARTMENT: Recreation

LINE-ITEM DESCRIPTION: Recreation Commission

LAST YEAR'S APPROVED BUDGET: \$19,050.00

THIS YEAR'S REQUESTED BUDGET: \$21,000

Proposed Budget;

Utilities	2,600.00
Maintenance	1,300.00
Programs	1,400.00
Purchased Services	4,100.00
Maintenance Supplies	3,600.00
Minor Capitol Expenses	8,000.00

Given the current inflationary cycle combined with the cost increases on virtually everything associated with the depleted supply change we feel a 10% increase is a prudent request. The FRC tries to be as prudent as possible with expenditures and will not hesitate to turn funds back if they are unneeded.

Additional funds requested to be ADDED to the CIP lines as follows:

Over the past several years the Recreation Commission has been frugal to a fault. We have repeatedly underspent and turned funds back. This has proven to be a well meaning error. We need to start funding a number of projects for the betterment of our community. While the choices we are putting forward are <u>ALL</u> worthy of support, in most cases the funds requested are a downpayment to be supplemented over the next few budget cycles in order to bring to culmination.

3100.25 Repairs to the Senior League Baseball Field,	\$20,000
3100.108 Reseal the Pavilion	\$7,500
Rebuild Walking Track in Giddings Park	\$40,000
Lighting project foe Volunteer Field	\$25,000
New, expandable, playscape for Giddings Park	\$150.000
Scoreboards for the two small diamond fields	\$15,000
Rebuild small BB Court to be Pickleball & BB	\$25,000
Build a Multi-Purpose Stage on the Lower field	\$10,000
Various Building repairs in Giddings Park	\$20,000

JCZEPIEL



CERTIFICATE OF LIABILITY INSURANCE

3/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

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	DUCER							S, ACSR, CPIW, DAE		
Ass One	uredPartners New England, Inc. Financial Plaza					o, Ext): (860) 4			(860)	426-6179
	ford, CT 06103				E-MAIL ADDRESS: Doreen.Lessard@AssuredPartners.com					
							NAIC#			
					INSURER A: Safety National Casualty					15105
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$	
	If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
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State	of Connecticut, Norwitch Tech to use	Tow	of F	ranklin baseball fields for	practice	on weekday	s from Marcl	h 18, 2024 through May 1	7, 2024	
CEI	RTIFICATE HOLDER				CANC	ELLATION				
	Town of Franklin and All It's 7 Meetinghouse Road	Воа	rds a	nd Commissions	SHO THE	ULD ANY OF	N DATE TH	ESCRIBED POLICIES BE C IEREOF, NOTICE WILL CY PROVISIONS.		
	North Franklin, CT 06254				AUTHOR	RIZED REPRESE	NTATIVE			
					11	ibo Ross				



April 3, 2024

Franklin Recreation Commission Town of Franklin 7 Meetinghouse Hill Road Franklin CT 06254

Commission Members;

The CT Bombers Softball Association would like to request your permission to utilize various playing fields for practices, scrimmages, tournament games, and Fall-Ball as we have been accorded in the past. If granted, we will as in the past coordinate with the local (SFC) Little League.

We are specifically requesting the use of Giddings Park for the weekend of; May 18 & 19, 2024

Weekends after Labor Day in September and October

These specific requests would include the use of the concession stand at Volunteer Field.

Attached is a copy of our Certificate of Insurance for 2024 which names the Town of Franklin CT and all its Departments Boards and Commissions as co-insured parties.

We thank you for your consideration and hope we can continue to work together to maintain and improve the facilities Franklin has to offer.

With best regards;

Richard R Hiscox, President CT Bombers Softball Association



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DATE (MM/DD/YYYY) 09/01/2023

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PRODUCER 800-662-2141 Fairway Underwriters Inc 112 North Pepperell Road Hollis, NH 03049 Rvan Coulter)-662-2141	PRONE Ryan Coulter PRONE (A.C. No. Ext): 800-662-2141 FAX (A.C. No.): 978-454-8740 FAMPLESS: ryan@fairwayunderwriters.com						
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								INSURER A : Vantapro Specialty Insurance 44768					44768	
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											Limit	\$	25,000	
В	Ac	cident Medical					US1962374-00		09/01/2023	09/01/2024	Deductible	\$	250	
The	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The certificate holder shall be an additional insured, but only with respect to the liability arising out of negligence of the named insured. All Policy terms and conditions apply. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. Coverage applies to:													
C.	CT Bombers													
CE	RTIF	ICATE HOLDE	R					CANC	ELLATION					
	Town of Franklin and all it's Boards & Commissions 7 Meetinghouse Hill Road							SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Fra	nklin, CT 06	254		200000 de 100000 de			Authorized representative Authorized representative						

ACORD 25 (2016/03)

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Jeremiah and Beverly Kvasnik <miahnbevy@yahoo.com>

3/20/2024 7:20 PM

SSFC LL 2024 Field Usage

To Richard Hiscox < richh32@comcast.net>

Rich,

SFC formally requests to use the Franklin Little League, Senior League, teeball, and softball fields. Attached is our 2024 insurance forms listing the Town of Franklin as an additional Insured.

Let me know if you need anything else.

Jeremiah Kvasnik SSFC President

- LLB Insurance Certificate 2071112-2024-1 Accident Insurance.pdf (733 KB)
- LLB Insurance Certificate 2071112-2024-1 Crime Insurance.pdf (377 KB)
- LLB Insurance Certificate 2071112-2024-1 Liability Insurance.pdf (733 KB)

DATE (MM/DD/YY) CERTIFICATE OF INSURANCE 02/28/24 PRODUCER CERTIFICATE #: 2071112-2024-1 2 07 11 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867 **INSURERS AFFORDING COVERAGE:** ADDITIONAL NAMED INSURED: INSURER A: Interstate Fire & Casualty Company SCOTLAND SPRAGUE FRANKLIN CANTERBURY LL **INSURER B:** National Union Fire Insurance Company of 215 Baltic Hanover rd (Non-Liability) Pittsburgh, PA Baltic, CT 06330 INSURER C: **AIG Specialty Insurance Company** INSURER D: Markel American Insurance Company

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

* SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #31 OF THE MASTER D&O POLICY.

** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE

COST	COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.								
INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		NSURANCE POLICY NUMBER POLICY EFFECTIVE DATE (MM/DD/YYYY) DATE (MM/DD/YYYY)		DATE	LIMITS		
A	Х	GENERAL LIABILITY		UST030987240	01/01/2024	01/01/2025	EACH OCCURRENCE	\$1,000,000	
		X	OCCURRENCE	331000307240	01/01/2024	01/01/2020	GENERAL AGGREGATE	\$2,000,000	
		X	INCL PARTICIPANTS	Property Damage I	Deductible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000	
		х	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000	
							Sexual Abuse AGGREGATE	\$1,000,000	
			MEDICAL PAYMENTS			Any One Person			
С	х	DIRECTORS & OFFICERS		014674121 01/01/2024		01/01/2025	EACH LOSS	\$1,000,000*	
				011011121 0110112021 0110112020			AGGREGATE	\$1,000,000	
С	Х	CYBER LIABILITY COVERAGE		014681404	01/01/2024	01/01/2025	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE	
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D	Х	INLAND MARINE/PROPERTY FLOATER		MKLM7IM0054394	01/01/2024	01/01/2025	EACH LOSS	\$35,000 Deductible: \$500	
Α	х		CRIME	UST030998240	01/01/2024	01/01/2025	EACH LOSS	\$35,000 Deductible: \$1,000	
В	x	SPO	ORTS EXCESS ACCIDENT	SRG9105434	01/01/2024	01/01/2025	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess	

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and

2. That part of the ball field or other premises not being used by the above-named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

Town of Franklin 7 Meetinghouse Hill Rd Franklin, CT 06254

INSURED

Little League Baseball Risk Purchasing Group, Incorporated 539 U.S. RT. 15 Highway South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

2/28/2024 (YYYY) ad/MM) STAG

CERTIFICATE OF LIABILITY INSURANCE



BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

ELIVERED IN	DESCRIBED POLI EREOF, NOTICE CY PROVISIONS.	HT BTAG N	OITARIGME 3				nilylus17 to nwoT			
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473-2151	(U/C)	FAX (A/C, No):	1	73-2150	₽ (078) :(3x∃,	PHONE (A/C, No E-MAIL				Keystone Risk Managers, LLC
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atement on	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
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The ACORD name and logo are registered marks of ACORD

AUTHORIZED REPRESENTATIVE

CL 06254

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7 Meetinghouse Hill Rd

Franklin

POLICY NUMBER: UST030987240

COMMERCIAL GENERAL LIABILITY

CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or

Town of Franklin
7 Meetinghouse Hill Rd
Franklin, CT 06254

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- **A.** Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits**Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDNIE

 Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
Franklin, CT 06254
지 Meetinghouse Hill Rd
Town of Franklin
Name Of Person Or Organization:

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or organization and included in the "products-or organization and included in the "products-completed operations hazard". This waiver applies completed operations or organization shown in the Schedule above.



Customer Account Information

Customer Name	ation Commissi	J11	
7 Meetinghou	se Hill Rd		
Address		***************************************	
Franklin	CT	06	3254-1313
Спу	State	Postal	Code
	Rich	Hiscox	
Contact Phone	Contact f	vame	
Franklinrecrea	ntioncommission	@amail.co	om
Contact Email		,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	
Apr 2, 2024	Abr 02.	2024	1865
Effective Date	Osented Date		Accomment his

Service Agreement

Clean Restroom Rentals Inc 200 Friberg Parkway - Ste 2003 Westborough , MA 01581 Sales Rep: Luci DeLorenzo Phone: (508) 366-6700 ext, 217 Email: luci@cleanrestrooms.com

Services and Rates

46578001 Franklin Recreation Commission - 185 Pond Rd, Softball Field, Franklin

QtyService TypeFrequencyRate1Rental Town Handicap185.00 per 4 week1Del / Setup / Removal0.00 per 4 weekTotal\$185.00

Notes

Delivery week of April 1st Rental includes once a week service and restock Call for Removal Optional Damage Waiver \$9.00 per unit per cycle Bill Cycle is 28 days Delivery charge on #44342

Customer Agreement

Authorized Signature full R Keep

Printed Name Richarts R Hos Cox

Representative Agreement

Authorized Signature ______

Printed Name ______

Title ______
Date

Clean Restroom Rentals - Terms and Conditions

1. Definitions

- "Company": Refers to Clean Restroom Rentals, the provider of portable restroom rental services.
- "Customer": Refers to the individual or entity renting portable restrooms from the Company.
- "Equipment": Refers to the portable restrooms, and related items, provided by the Company.
- "Services": Refers to those services of the Company specified herein. Unless otherwise specified, standard portable restroom service is performed once per week.

2. Rental Agreement

2.1 The Company agrees to rent the Equipment to the Customer, and the Customer agrees to rent the Equipment from the Company, subject to the terms and conditions outlined herein.

3. Rental Period

- 3.1 The rental period begins on the date of this agreement or other date specified by the Company and continues until completion of the project for which the Equipment is rented and the Equipment is returned to the Company.
- 3.2 The rental billing period is 28 days and will not be prorated for unused days or an early pickup.

4. Rental Rates and Payment

- 4.1 The Customer agrees to pay the rental fee as specified in the rental agreement.
- 4.2 Payment is due in full in advance prior to the start of any rental billing period.
- 4.3 The Customer gives the Company (Clean Restroom Rentals) permission to automatically charge the credit card on file when the account is billed.
- 4.4 The Customer shall pay a \$35 fee for any returned check or an insufficient funds payment. The Customer shall also be liable for interest at the maximum lawful rate on all overdue charges, and for any collection costs, including attorneys' fees, incurred by the Company to collect overdue amounts from the Customer.
- 4.5 The Customer shall pay additional charges for services separately requested by the Customer or resulting from the Customer's breach of this agreement, such as delivery, pick-up, cleaning, and damage repair.
- 4.6 It is the responsibility of the Customer to notify the Company when the Equipment is to be removed unless otherwise agreed upon.
- 4.7 During the rental period, Customer grants the Company a right of first refusal to match any offer relating to services similar to the Services. Customer shall give the Company prompt written notice of any such offer and a reasonable time to respond to it.
- 4.8 The Company reserves the right to adjust its rates based on increases in fuel costs, disposal facility costs or changes in any applicable laws, and the Customer shall pay such rates as adjusted.

5. Delivery and Collection

- 5.1 The Company will deliver the Equipment to the location specified by the Customer at the agreed-upon date and time.
- 5.2 The Customer is responsible for ensuring suitable access to the delivery location and for providing clear instructions for placement.
- 5.3 The Customer must notify the Company of any changes to the delivery or collection details at least 24 hours in advance. Any changes are subject to approval by the Company.

6. Use and Care of Equipment

- 6.1 The Customer agrees to use the Equipment in a safe and responsible manner, in accordance with all applicable laws and regulations.
- 6.2 The Customer will not make any alterations or modifications to the Equipment without prior written consent from the Company.
- 6.3 The Customer shall not permit any lien to be placed on the Equipment.

7. Damage or Loss

- 7.1 The Customer is responsible for any damage to or loss of the Equipment during the rental period, excluding normal wear and tear. If the Customer elects to pay a damage waiver fee, the Customer shall not be liable for damage to any units due to fire, theft or vandalism not caused by Customer's neglect or willful misconduct, provided that the Customer promptly notifies the Company and the local police department regarding any such damage.
- 7.2 The Customer will not move any Equipment on their own. Please contact the Company to move any Equipment.
- 7.3 The Customer agrees to notify the Company immediately in the event of any damage, loss, or malfunction of the Equipment.

8. Limitation of Liability

- 8.1 The Company is not liable for damage to personal property resulting from Equipment being placed in a location designated by the Customer, or damage incurred while following the Customer's directions.
- 8.2 The Company shall not be liable to the Customer for any lost profits or any consequential, special, punitive or other indirect damages. The Company's liability under this agreement shall be limited to the amount paid by the Customer for rental of the Equipment.

9. Miscellaneous

- 9.1 The Company may terminate this agreement and remove the Equipment if the Customer fails to make any payment due or otherwise breaches this agreement, or if any bankruptcy, insolvency or similar proceeding is commenced by or against the Customer.
- 9.2 To the maximum extent permitted by law, the Customer shall indemnify the Company for and hold the Company harmless from all losses, claims, expenses and damages arising from use of the Equipment under this agreement.
- 9.3 The Customer shall be liable for and pay any sales, use, property or similar tax or excise arising out of the Customer's rental or the Company's servicing of the Equipment, whether or not shown on a Company invoice or later claimed by a governmental authority. The Customer's obligations under Sections 9.2 and 9.3, and under any other provision whose context so permits, shall survive termination of the rental period.
- 9.4 These terms and conditions shall supersede any inconsistent terms of any Customer purchase order, or request for quote or other document issued by the Customer.



Customer Account Information

Franklin Recreati	<u>on Commissi</u>)N	
7 Meetinghouse	Hill Road		
Address North Franklin	CT	กละ	254
Cny	State	Postal C	Code
Junior Thone	uuuuuuuuuuuuuu Contaci	ard Hisco	
franklinrecreation	Wollings.	ram-ram	n
Apr. 2, 2024	Apr 02	2024	1863
Effective Date	Created Date		Aprèement h

Service Agreement

Clean Restroom Rentals Inc 200 Friberg Parkway - Ste 2003 Westborough , MA 01581 Sales Rep: Luci DeLorenzo Phone: (508) 366-6700 ext. 217 Email: luci@cleanrestrooms.com

Services and Rates

44342001 Franklin Recreation Commission - 210 Pond Road, Soccer Field, North Franklin

 Qty
 Service Type
 Frequency
 Rate

 1
 Rental Town Standard
 150.00 per 4 week

 1
 Del / Setup / Removal
 75.00 per 4 week
 (メ Cトトン の いして)

 Total
 \$225.00

Notes

Delivery week of April 1st
Rental includes once a week service and restock
Call for removal
Optional Damage Waiver \$9.00 per unit per cycle
Bill Cycle is 28 days
Delivery charge of \$75 is on one invoice for both units delivered

Customer	Agreement
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Authorized Signature Mules R News

Printed Name Riccians R His Cox

Representative Agreement

Authorized Signature

Printed Name

Title Date

The above signed individual signing this agreement acknowledges that he/she has read and understands the terms and conditions on this agreement, on the reverse side, and that he/she has the authority to sign on behalf of the customer.

Clean Restroom Rentals - Terms and Conditions

1. Definitions

- "Company": Refers to Clean Restroom Rentals, the provider of portable restroom rental services.
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