

Concession, Vendor, and Group Policy

Williams Field, Elliot Field, The Commons, and Canaan Beach

Regulations covering concessions or vendors shall apply to groups of people (organized, general public, non family, non-Town sanctioned gatherings of individuals in excess of 25) unless specifically exempted by vote of the Select Board. All holiday events are exempt for public gatherings.

CANAAN BEACH

1. The Canaan Recreation Commission has the authority to grant an EXCLUSIVE franchise to a single concession operator at Canaan Beach for the summer season running from July 1st until August 15th of each year.
2. A notice shall be posted for at least two weeks on the Town website or newsletter indicating that the exclusive franchise is available.
3. The Recreation Commission may use any reasonable criteria to select the franchisee that reflects the needs of the Commission and the community at the beach.
4. The exclusive franchisee shall pay a fee of \$20 per week for the privilege of locating the concession at the beach. The fee shall be paid to the Canaan Recreation Commission Non-Lapsing Account. This fee may be adjusted to a percentage of gross sales if the Recreation Commission determines that a commission is more appropriate.
5. This section not applicable to group events.

WILLIAMS FIELD & ELLIOT FIELD

Any person or commercial business may operate a food concession at Williams Field or Elliot Field at any time subject to the rules herein.

1. All concessions shall operate in accordance with any and or all New Hampshire State Health Department regulations that may be applicable.
2. Concession operators shall abide by all Town policies including restrictions against alcohol and drugs on Town property. Vendors shall not have pets or animals at the sites.
3. Vendors shall treat all residents and visitors with courtesy and respect.
4. Vendors shall sign an agreement to hold the Town harmless and indemnify the Town for any and all claims that may arise from their activity.
5. Vendors and the Town shall stipulate that they are working independently of each other and that the only responsibility of the Town is to provide them with space to operate.
6. In the event that a vendor violates a Town policy, engages in illegal activity or poses a threat to the health and safety of the public or is otherwise offensive to the public, in the opinion of the Town, the Town shall remove the vendor immediately.
7. Independent vendors may not operate at Williams Field or Elliot Field on days when Town sanctioned events managed by the Town or a non-profit group are operating. These include but are not limited to Old Home Days, Town Wide Yard Sales, Summer Concert Series in the Park, Tournaments, Road Races, Christmas in Canaan, Farmers Market, and Cushman Winter Golf. Notwithstanding this rule, the sponsoring groups may invite vendors to attend and or may charge fees to vendors.
8. Vendors using Town power, water, and or sewer may only use it with permission of the Town and must pay a fee of \$25 per day for the utilities. No fee is required for vendors that are part of sanctioned Town events or events organized by non-profit groups operating with the permission of the Town.
9. The log cabin is usually not rented or available to the general public. It is available to

sanctioned teams, non-profits, and recreation leagues. On occasion, a private group may use it with the permission of the Recreation Department when there is nothing going on in the log cabin and the cabin is not being used for storage.

TOWN COMMONS (Downtown Common or The Meeting House Common)

Any person or commercial business may only operate a concession or booth on the Town Commons with the permission of the Board of Selectmen. Permission is discretionary. Use shall be subject to the rules herein.

1. All concessions shall operate in accordance with any or all New Hampshire State Health Department regulations that may be applicable.
2. Concession operators shall abide by all Town policies including restrictions against alcohol and drugs on Town property. Vendors shall not have pets or animals at the sites.
3. Vendors shall treat all residents and visitors with courtesy and respect.
4. Vendors shall sign an agreement to hold the Town harmless and indemnify the Town for any and all claims that may arise from their activity.
5. Vendors and the Town shall stipulate that they are working independently of each other and that the only responsibility of the Town is to provide them with space to operate.
6. In the event that a vendor violates a Town policy, engages in illegal activity or poses a threat to the health and safety of the public or is otherwise offensive to the public, in the opinion of the Town, the Town shall remove the vendor immediately.
7. Independent vendors may not operate on the Commons on days when Town sanctioned events managed by the Town or a non-profit group or operating. These include but are not limited to Old Home Days, Town Wide Yard Sales, Summer Concert Series in the Park, Tournaments, Road Races, Christmas in Canaan, Farmers Market, and Cushman Winter Golf. Notwithstanding this rule, the sponsoring groups may invite vendors to attend and/or may charge fees to vendors.
8. Vendors using Town power, water and/or sewer may only use it with permission of the Town and must pay a fee of \$25 per day for the utilities. No fee is required for vendors that are part of sanctioned Town events or events organized by non-profit groups operating with the permission of the Town.

OTHER

The Town supports non-profit car washes and if approved, will give a water credit to a private water user for the water and sewer used in the fund-raiser.

In every case, use is not a right; it is a privilege and the privilege may be denied by the Canaan Board of Selectmen.

The Meeting House is further governed by a separate policy that can be found on the Town's web site.

10/21/22



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Release and Waiver of Liability Indemnification For Claims Made

In consideration of using Town Property; specifically

for the following period of time: _____, I hereby release the Town of Canaan and all its employees and agents from all claims on account of any injuries to me and my guests and invitees which may be sustained while using the Town property in any manner or for any purpose. I agree to indemnify the Town of Canaan and its employees and agents for any claim, which may hereafter be presented by myself, my guests and invitees or my heirs and assigns for any injuries to people or property. Canaan makes no warranty of any type, express or implied, regarding the fitness of the premises for any purpose what so ever.

Permissive User Signature:

Permissive User Printed:

Date:

Town of Canaan – Town Administrator – 523-4501 x 5

For the Town of Canaan:

Fee Charged if any:

Purpose:
