

TOWNSHEND
TOWN HALL USE POLICY

I. POLICY

It is the policy of the Town of Townshend to encourage the use of its Town Hall as a public meeting place as well as a place for private gatherings. The Town has established this Town Hall Use Policy for reserving and utilizing the Town Hall. Rules and regulations under this Policy shall be in effect at all times.

II. DEFINITIONS

Applicant shall mean the person, corporation, or entity entering into a Rental Agreement for the use of the Town Hall or part thereof.

Down Payment shall mean the non-refundable sum paid by the Applicant to reserve its use of the Town Hall.

Event means the entire period for which the Applicant has rented the Town Hall, including any set-up or clean-up periods.

Event Supervisor shall mean the person designated by the Town to unlock, lock, and inspect the Town Hall for any event. The Event Supervisor shall provide his/her contact information to the Town and be available during the Event to perform Use Policy oversight duties.

Fee shall mean all amounts charged by the Town for the use of the Town Hall.

Rental Agreement shall mean that agreement executed by the Applicant and Town for the use of the Town Hall.

Resident shall mean those individuals that reside within the Town of Townshend.

Town Hall shall mean the building located at 2006 Vermont Route 30, Townshend, VT.

Town Hall Coordinator shall mean the person or person(s) designated by the Town to schedule the use of the Town Hall.

III. SCHEDULING PROCEDURES/PAYMENT

The primary use of the Town Hall will be for the official business of the Town of Townshend, including meetings, events, and elections. When the Town Hall is not in use for primary Town purposes the facility will be available for rental on a first-come, first-serve basis. The Town, in its sole discretion, shall have the right to refuse the use of the Town Hall by any Applicant.

1.) **Reservations.** The Town Hall Coordinator shall be responsible for scheduling of the Town Hall. All requests for use must be submitted to the Town Hall Coordinator on the approved Rental Agreement form. No reservations will be made prior to receipt of the completed Rental Agreement and must be accompanied by the Down Payment. Fees for rental of the Town Hall are as follows:

- Downstairs and Kitchen Only \$50
- Downstairs and Auditorium \$100
- Downstairs and Auditorium (October through March) \$150

2.) **Down Payment.** A down payment equal to one-fourth (1/4) of the Usage Fee shall be payable with the Applicant's execution of the Rental Agreement. In no event shall the Town be obligated to refund any portion of the Down Payment.

3.) **Payment Due Date.** Payment in full is due on the date of the Event when keys are obtained. Those groups that sponsor regularly scheduled events shall make full payment the next regular work day that the Town Hall is open. If any of the Fee is not paid when due, the Town shall have the right to terminate the Rental Agreement and allow another applicant to use the Town Hall. In addition, the Town shall have the right to keep the Down Payment as liquidated damages.

4.) **Sublet or Transfer.** The Rental Agreement or rental privileges may not be transferred or assigned, nor may the Town Hall be sublet. The use of the Town Hall is restricted to the hours and intended use of the hall as stated on the Rental Agreement. The Town shall have the right to terminate a Rental Agreement if any Applicant misrepresents the purpose of an event.

IV. INSURANCE AND INDEMNIFICATION

1.) **Insurance.** Applicant shall be required to provide the Town with a certificate of liability coverage with a minimum coverage amount of \$500,000. This certificate must name the Town of Townshend as an additional insured for their Event. This requirement may be waived at the discretion of the Selectboard.

2.) **Indemnification.** Applicant agrees to indemnify and hold harmless the Town of Townshend, its Board, employees, or contractors against all claims, damages or causes of action for damages and related expenses arising out of, or brought on account of, injury to any person or persons or property, loss of life, resulting from Applicant's occupancy of, and use of, the Town Hall and its operations therein. The Town agrees that Applicant has provided protection in the amount of at least \$500,000 against this obligation to hold the Town harmless through insurance coverage provided by Applicant. The Applicant agrees to sign the Indemnification Form attached to the Rental Agreement.

V. GENERAL PROCEDURES

1.) **Use of Kitchen.** A catering/serving kitchen is available within the Town Hall. Under State Health Department regulations, full food preparation is prohibited. Under no circumstances shall food, food particles, grease, oils, food by-products or other inappropriate substances be deposited into the Town Hall plumbing system whether through the kitchen sink, bathroom facilities, or otherwise. After use, the kitchen must be left in good order and all items returned to their proper place.

2.) **Alcoholic Beverages.** Under no circumstances will alcohol be served to or consumed by individuals under the legal drinking age. Adult consumption of alcohol is limited to the confines of the Town Hall. No alcohol shall be consumed in the parking lot or other areas. Alcohol may only be served by a caterer licensed by the State of Vermont to sell alcohol. At least 15 days prior to an Event the catering company must provide the Town Hall Coordinator with proof of licensure and a certificate of liability naming the Town of Townshend as an additional insured. The catering company's certificate of insurance must have minimum general liability coverage of \$500,000.

3.) **Security/Supervision.** The Town reserves the right to determine if a security and/or sheriff's officer will be needed in connection with the Event. At the sole cost and expense of the Applicant, Applicant shall retain the services of a security/sheriff's officer as required.

4.) **Clean up.** The Applicant is responsible for cleaning the Town Hall and must return it to at least the same condition it was before rental. A specific checklist will be made available to Applicant for after the event.

5.) **Safety**

- No furniture, decorations, or other items may be placed in such a way as to block exits.
- The Applicant is responsible for assuring the Town Hall does not become overcrowded.
- No open flames, sparklers, or fireworks are permitted in the Town Hall or on the grounds.
- Fire doors will not be propped open during an Event.

6.) **Assumption of Responsibility.** The Applicant assumes full responsibility for the appropriate conduct of all the group members and guests at the Town Hall during the rental hours. The Applicant also assumes full responsibility for any loss, breakage, or damage caused to the Town Hall, its contents, or the grounds. The Town is not liable for any loss, damage, injury or illness

suffered during the use of the Town Hall by the Applicant or the guests. The Town is not responsible for any items that are left at the Town Hall.

7.) **Tobacco/Smoking.** The Townshend Town Hall and grounds are tobacco free.

8.) **Event Supervisor.** The Town Hall Coordinator shall coordinate arrangements with the Event Supervisor. This person will open the Town Hall, inspect the facility both before and after the Event, lock the Town Hall after the Event and be primary contact for any issues which arise during the Event.

VI. MISCELLANEOUS

Completion of the User Agreement constitutes Applicant's acceptance of the terms and conditions of this policy. The Applicant assumes full responsibility for any damage caused in connection with the Event and for actions of those who attend the Event. If the Applicant is a corporation or entity, an officer or agent of the corporation or entity must be designated on the User Agreement as the responsible person for the rental; though doing so does not limit the liability of the corporation or entity for the rental or what occurs during the Event.

Town Hall Rental Checklist

- Fire (Hallway) Doors Closed
- Lights Off (Hallway Light Remains On)
 - Kitchen
 - Dining Room
 - Bathrooms
 - Stairway
 - Auditorium/Stage
- Trash Removed
- Signage/Decorations Removed
- Food Removed
- Tables and Chair Returned to “As Found” Position
- All Exterior Doors Locked
- All Windows Closed
- Thermostat Turned Down
- If Applicable, Check
 - Refrigerator
 - Gas Stove
 - Microwave Oven
 - Any other Appliances Used

Security Deposits will be refunded with the door key return if the Usage Fee has been paid in full.