

TOWN OF MORETOWN
TOWN HALL USE POLICY AND RENTAL AGREEMENT

Adopted 3/17/14 by the Selectboard

The Moretown Town Hall is available for use by residents and members of the public. This historic building is a landmark in the community and holds cherished memories for residents and non-residents alike. The Town of Moretown encourages its continued use as both a community center and a venue for community members' private functions. The policy outlined below is intended to ensure the Town's facility will be maintained in good condition and its use and maintenance do not impose an undue financial burden on the Town's residents.

1. FACILITY TO WHICH THIS POLICY APPLIES:

Moretown Town Hall

1147 Route 100B, Moretown, VT 05660

First floor – stage and meeting area

Basement – kitchen facilities, meeting area and bathrooms. NOTE: The post office area located in the basement is off limits at all times.

2. PRIORITY OF USE: The Town of Moretown will make these facilities available on a first come, first serve basis for individuals, groups, and organizations to rent during the times when the facility is not being utilized for the Town of Moretown programs or by Town staff, boards, commissions, and committees, or Town sponsored events. The Town of Moretown reserves the right to deny rental under certain circumstances.

3. HOURS OF USE:

8am to 10:00pm – Sunday through Thursday

8am to 12:00am – Friday and Saturday

Any arrangements to open the Town Hall prior to the hours stated in the rental agreement for decorating or following the hours stated in the rental agreement for clean-up must be made with the Town Hall Manager. The availability of the Town Hall for these types of activities outside of the hours that have been contracted are not guaranteed and are dependent on the Town Hall rental schedule and the availability of the Town Hall Manager.

4. PROHIBITIONS: The following are strictly prohibited at the facility:

- a. Smoking
- b. Candles or open flames of any kind
- c. Any adjustment of the thermostat
- d. The sliding of tables and chairs across the floor – to be moved, all furniture should be picked up and carried
- e. Nails, staples and tacks are not to be used on any surface at the facility. Tape may be used to on the large upstairs lights and decorations may be wrapped around the inside and outside columns or tied to the outside railings; however nothing is to be attached in any way to the inside walls, ceilings, downstairs post office display, quilt frames or other wall hangings.

5. OCCUPANCY: Per fire safety regulations, occupancy will be limited as follows:
150 people is the building limit

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6. KITCHEN: The Town Hall kitchen is a full working kitchen. Most cooking techniques are fine; however, per the Fire Marshall, any cooking that would cause excessive grease splatter would not be allowed. For clarification, please contact the Town Hall Manager.

There are dishes, silverware and utensils available for use. Anything used should be washed, dried and put away. Used dishtowels should be stacked beside the sink. Broken items should be reported to the Town Hall Manager and will be replaced using the security deposit. The kitchen should be left as it was. Any spills in the refrigerator or stove should be cleaned.

7. PARKING: Parking for the Town Hall is located in the area directly adjacent to the building. Parking is not permissible behind the Town Hall, in private driveways or in any of the parking area designated for local businesses. Additional parking is available at the community parking area located behind the former Town Office building and adjacent to Moretown Elementary School. If utilizing this area during school hours, please be cognizant of children and busses.

8. CLEAN-UP:

- a. All tables and chairs used should be wiped down and returned to their original places. Chairs should be stacked no more than eight high.
- b. All decorations, inside and outside, should be removed and properly disposed of.
- c. If renter has paid for trash removal, bags are to be secure and left inside by the downstairs back door.
- d. If renter is taking care of trash removal, all trash including bathroom trash should be taken. If trash is left at the facility, a removal fee (see Rates and Fees section) will be assessed and deducted from the security deposit. **Please note: The dumpster behind the Town Hall belongs to a private landowner and is not to be used. Any trash put in that dumpster will be considered trash left at the facility and the appropriate fee will be deducted from the security deposit.**
- e. The renter is responsible for turning off all lights and closing all windows and doors before leaving.

9. COMMUNICATION: Scheduling of events should be done through the Town Clerk's office during regular business hours. All insurance certificates, deposits and payments should be mailed to the Moretown Town Office to the attention of the Town Clerk or dropped off during normal business hours. If there are any questions involving your payment, or the scheduling of your event, please contact the Town Clerk.

The Town Hall Manager will inspect the Town Hall prior to the event to ensure that the facility is clean and the elevator is in good working use. The Town Hall Manager will also inspect the facility within three days of the event and will communicate the condition of the facility to the Town Clerk within 24 hours of the inspection. If there are any questions involving the space, facility or equipment available at the Town Hall, please contact the Town Hall Manager.

10. FACILITY RENTAL AGREEMENT. Social service and community service groups, individuals, businesses, and non-profit groups wishing to use the facility shall be required to execute a

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Rental Agreement for each event. Renters will not be allowed access to the Town Hall without a signed Rental Agreement on file with the Town Clerk's Office.

11. **RESERVING THE SPACE:** At the time of booking, the Town Clerk will tentatively reserve the date requested. A signed Town Hall Rental Agreement and full payment plus security deposit must be received by the Town Clerk no later than the seventh calendar day that follows the booking date. If the contract and payment are not received within the specified time frame, the date will be released.
12. **RATES AND FEES:** Payment is to be made in two checks: 1) Rental Fee and Trash Removal Fee (if applicable) and 2) Security Deposit. Payments should be received by the Town Clerk at least ten days prior to the event. The Town Hall will be made available to other renters if payment has not been received within the ten days. Renters will not be allowed access to the Town Hall unless all payments and certificates have been received.

<u>Residential Rates:</u>	<u>Fri/Sat</u>	<u>Sun - Thurs</u>
4 hour event	\$ 75.00	\$ 50.00
One Day event	\$150.00	\$100.00
Two Day event	\$275.00	\$225.00

<u>Non-Residential Rates:</u>	
4 hour event	\$175.00
One Day event	\$275.00
Two Day event	\$325.00

<u>Other Deposits/Fees:</u>	
Security Deposit	\$150.00
Pre-Arranged Trash Removal (4 bag maximum)	\$ 25.00
Cleaning Fee (if necessary)	\$ 75.00
Unplanned Trash Removal (if necessary)	\$ 50.00

The Selectboard may, at its discretion, waive the rental fee for non-profit organizations with prior notification. All other deposits and fees would still be applicable and a completed Town Hall Rental Agreement will still need to be filed with the Town Clerk.

On a case by case basis, the Selectboard reserves the right to waive or change any item in this policy. Any changes related to a specific event must be made in writing and initialed by both the renter and the Selectboard.

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CONTACT INFORMATION:

Town Clerk – Cherilyn Brown
19 Kaiser Drive
Moretown, VT 05660
802-882-8218

Town Hall Manager Becky Ciampi
802-272-7070

TOWN HALL RENTAL AGREEMENT

This Rental Agreement, dated _____, 20__ by and between the Town of Moretown (the Town), and _____[insert name] , (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town rents to Renter the Town Hall in Moretown, Vermont (the Facility) for the Event described below.

2. EVENT. Renter will use the Facility for the following Event:

3. DATE and TERM. The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.).

4. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$_____ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$_____ at the signing of this Rental Agreement.

5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests.

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6. OCCUPANCY. Occupancy of the Facility will be limited to ____ persons.
7. SMOKING. Smoking is prohibited in the Facility.
8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Moretown is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.
9. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the Town will return the security deposit to Renter by first class mail within ten days. If Renter and guests *have* caused damage to the Facility, Town may retain all or a portion of the security deposit. If the Town retains any of the rental deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.
10. ALCOHOL. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:
- A. An additional security deposit of \$_0_ is due at the signing of this Rental Agreement.
 - B. If Renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Moretown is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of such insurance prior to the Event.
 - C. If Renter will contract with a caterer or other third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Town and

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Renter shall both be named as additional insured. Renter will furnish the Town with a certificate of such insurance prior to the Event.

D. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.

E. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.

F. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

11. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.

12. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

13. CANCELLATION. The rental fee will not be refunded if notice is received less than ____ days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.

14. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

15. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its

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affairs in accordance with the Town of Moretown Town Hall Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at _____, Vermont this ____ day of _____, 20__.

TOWN OF MORETOWN

By _____

(Duly authorized Agent)

RENTER:

Address: _____

Town _____ St _____ Zip _____

(Organization, if applicable)