

TOWN OF TUNBRIDGE, VERMONT FACILITY RENTAL AGREEMENT

This Rental Agreement, dated _____, 20____ by and between the Town of Tunbridge, (The Town), and, _____ (the Renter).

Name of Renter: _____ Organization: _____

Address: _____

Phone: _____ E-mail: _____

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 Tunbridge, 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.). Event ends at midnight, including cleaning up, not to exceed a 15 hr. period of time.

4. RATES AND REQUIREMENTS. Rates are as follows:

Complete Building	\$150.00
Downstairs Kitchen and Dining	\$100.00
Dining only for Meetings	\$ 50.00
Upstairs Only	\$ 75.00

Free rental for all approved community based organizations. Although our policy is free rental for approved community based organizations, it is requested that a once a year donation be made to the Town of Tunbridge to cover cleaning, electricity, heat and other amenities. In the event that the hall is not cleaned, a security deposit will be required for that specific organization in the future.

5. RENT AND SECURITY DEPOSIT. Renter will pay the Town in advance, the required rental fee and security deposit at the signing of this Rental Agreement.

A \$50.00 Refundable Damage/Cleaning deposit is required unless alcohol will be consumed, in which case any portion of the building requires a \$100.00 Refundable deposit. 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 seven days. If Renter and guests *have* caused damage to the Facility, Town may retain all or a portion of the security deposit at the discretion of the Town Hall Supervisor. 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.

6. 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 guests. No tacks, nails or other damaging articles may be used in decorating.
7. PARKING. Parking is allowed directly in front of the Town Hall Building as well as on State Highway 110. Additional parking in front of the Church (when services are not being held) and in front of Town Offices after hours and weekends. **DO NOT** park in driveways to either side of the building, as this is private property and you would be subject to being towed.
8. OCCUPANCY. Occupancy of the Facility will be limited to 149 persons for Upstairs only and Complete Building rentals and 100 persons for Downstairs only rentals.
9. SMOKING. Smoking is prohibited anywhere in the Facility and on all town property.
10. ALCOHOL. If alcohol will be sold, provided or consumed at the Event, Renter agrees to the following additional terms:
 - A. Security deposit of \$100.00 is due at the signing of this Rental Agreement.
 - B. Renter will procure and maintain, at its sole cost and expense, insurance in which the Town of Tunbridge is an additional insured with a combined single limit coverage of 1,000,000 per occurrence and \$1,000,000 in the aggregate. A certificate of insurance will be provided the Town prior to the event.
 1. If Renter will provide alcohol at no charge or allow alcohol to be brought to the premises by guests (BYOB); Host Liquor insurance must be purchased.
 2. If renter will sell alcohol; Liquor Liability insurance must be purchased. Host and Liquor Insurance can be purchased online, as a rider on the town's policy. Go to www.onebeaconentertainment.com. Click the "purchase or quote" button on the right of the screen and follow the directions. The Venue ID code is 0406-298.
 - D. 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.
 - E. 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 Agreement is not assignable to any other person or entity.
13. CANCELLATION. This rental fee will not be refunded if notice is received less than seven days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded even though 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 affairs in accordance with the Town of Tunbridge Facility 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 and on all town property.
- 16. STAGE LIGHTS AND SOUND SYSTEM. The sound system and stage lighting belong to the Tunbridge Civic Club. To use either of these, arrangements must be made 10 days in advance with Seth at Backroad Audio Works. 802-777-7525 seth.stoddard@me.com.
- 17. BALCONY IS OFF LIMITS TO THE PUBLIC AT ALL TIMES.

By signing below, I/We agree to the stipulations and conditions regarding the rental of the Tunbridge Town Hall.

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

TOWN OF TUNBRIDGE
By _____
(Duly authorized Agent)

RENTER

(Organization, if applicable)

Certificate of Insurance required for all events where alcohol will be consumed.
_____ Check here if serving or allowing alcohol at your event.

All fees are payable in advance of event with signed application.
Two checks are required, one for the security deposit and one for the rental.

Make 2 Checks Payable To: Town of Tunbridge
TOTAL DUE:\$ _____

Mail checks, rental application & agreement to: Judy Howe
Town Hall Rental Supervisor
Contact Person: Judy Howe 802-889-3487 **P. O. Box 291**
Tunbridge, VT 05077

INITIAL EACH PAGE, SIGN PAGE 3,
MAKE A COPY FOR YOUR RECORDS
AND RETURN ALL 4 PAGES TO THE TOWN WITH PAYMENT.

COPIES OF THIS CHECKLIST ARE AVAILABLE IN THE HALL

CLEANING CHECKLIST:

(Cleaning supplies are provided in small closet next to downstairs kitchen)

BATHROOMS:

Please leave the bathrooms tidy.

KITCHEN:

- Wash all used dishes and put away in cupboards
- Wipe down countertops, inside and top of stove, empty grease trap
- Empty refrigerator of all items brought with you and wipe down inside if needed
- Empty trash and take with you
- Sweep floors and mop spills if needed

DOWNSTAIRS RENTAL ROOM

- Wipe down all tables and chairs if needed
- Fold and return all chairs and tables to their original location
- Empty trash and take with you
- Sweep floor

UPSTAIRS RENTAL ROOM

- Wipe down all tables and chairs if needed
- Fold and return all chairs and tables to their original location
- Sweep floor (and stage) and mop up spills if needed
- Empty trash bins

ALL TRASH MUST LEAVE WITH YOU!

LOCK DOORS UPON LEAVING, RETURN KEY TO LOCK BOX AND MAKE SURE THAT ALL LIGHTS ARE OUT INCLUDING OUTSIDE LIGHTS.

TURN HEAT DOWN IF APPLICABLE.

- **Please leave a completed checklist in box by door after locking up.**

•THIS SECTION TO BE COMPLETED BY RENTAL SUPERVISOR•

Rental and Security Deposit checks received:

Amount: \$ _____ Date: _____

Rental check # _____ Deposit check # _____ Cash: _____

Deposit Returned: Amount: \$ _____ Date: _____

If Deposit not returned, please note why: _____

Signature: _____ Date: _____
