

Town of Hartland, Vermont Facilities Use Policy

The Town of Hartland has a number of facilities that are available for use by Hartland residents, non-profit organizations, and for-profit organizations. It is the intent of the Town to have the facilities used as frequently as possible, but it is the obligation of the Town to ensure that its facilities are maintained in good condition and their use and maintenance do not impose an undue financial cost on the Town's residents. This policy is intended to help ensure that the Town's facilities will be well maintained, enjoyable, accommodating and will provide a safe environment and that the Town will be fair with all parties wishing to use its facilities.

1. **FACILITIES TO WHICH THIS POLICY APPLIES.** This policy shall apply to the following municipal facilities in the Town of Hartland:

1. Damon Hall (1 Quechee Rd. Hartland, VT 05048)
2. Recreation Center and fields (19 Route 12 Hartland, VT 05048)

2. **PRIORITY OF USE.** The Town of Hartland will make these facilities available on a first come, first serve basis for individuals, groups, and organizations to rent during times when the facilities are not being utilized for Town of Hartland programs or by Town staff, boards, commissions and committees, or Town of Hartland sponsored events.

3. **HOURS OF USE.** The facilities are available for use during the hours of 6:00 a.m. to 12:00 midnight.

4. **PROHIBITIONS.** The sale of goods or services by a for-profit entity is prohibited.

5. **OCCUPANCY.** Occupancy of the facilities will be limited as follows:

Facility	Maximum Occupancy
Damon Hall	150
Recreation Center Building	150

6. **SMOKING.** Smoking is prohibited at all Town facilities.

7. **OBLIGATIONS OF USERS.** Users must return the facilities to a neat, orderly, and clean condition after their use. Users will be responsible for, and liable to, the Town for all repairs to the facilities required as a result of damage caused by users.

8. **FACILITY RENTAL AGREEMENT.** Social Service and community service groups, individuals, and non-profit groups wishing to use the facilities shall be required to execute a Facility Rental Agreement for each event.

Adopted and made effective June 2, 2008
By the Board of Selectmen

Town of Hartland
Facility Rental Agreement
(Residents, profit, and non-profit organizations only)

This Rental Agreement, dated _____, 20__ is by and between the Town of Hartland and _____(name), _____(address) _____(phone) (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town rents _____ to Renter 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.) **or** for the following Rental Period(s):
Insert the date(s) and time(s) when the Renter will be allowed to use the Facility:

4. RENT. Renter will pay the Town a rental fee of \$100.00 at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$150.00 at the signing of this Rental Agreement. Hartland-based non-profit organizations may rent use the facilities at no charge but must pay a security deposit of \$150.00.

5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the facility to 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/or Renter's guests.

6. OCCUPANCY. Occupancy of the facility will be limited to 150 persons.

7. SMOKING. Smoking is prohibited in the facility.

8. ADMISSION. Renter shall not charge admission to any guests or persons on the premises, except in the case of non-profit organizations.

9. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Hartland 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. Renters may fax their certificate to the Hartland Treasurer's Office at 436-2464. Hartland-based non-profit organizations will be exempt from the liability insurance. Insurance is available through the Vermont League of Cities and Towns at www.ebi-ins.com/tulip or call 1-800-507-8414.

10. 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 the Renter by first class mail within seven days. If Renter and/or guests have caused damage to the facility, the 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.

11. 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 \$100.00 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 Hartland 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. Renters may fax the certificate to the Hartland Treasurer's Office at 436-2464.

C. If Renter will contract with a caterer or 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 \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Town and Renter shall both be named as additional insured's. Renter will furnish the Town with a certificate of such insurance prior to the event. Renter may fax the certificate to the Hartland Treasurer's Office at 436-2464.

D. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the facility with 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. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them alcohol.

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

12. 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.

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

14. CANCELLATION. The rental fee will not be refunded if notice of cancellation is received less than five 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.

15. 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.

16. CONFORMANCE WITH THE LAW. Renter agrees the Renter will abide by and conduct its affairs in accordance with the Town of Hartland 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.

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

TOWN OF HARTLAND

RENTER

By _____

(Duly authorized agent)

Address _____

Adopted and made effective June 3, 2008

By the Board of Selectmen

	DEPOSIT	RENT
Amount		
Payment		
Date		
Refund		

HARTLAND RECREATION CENTER

P.O. Box 349 19 Route 12

Hartland, Vt. 05048

Attention Renters,

The following are guidelines for having your deposit returned to you:

- No Confetti.
- Only tacks are to be used to secure decorations to the wood. Tape is okay for use on the concrete. All decorations must be removed.
- All furniture returned to its original location. There should be 6 tables and 36 chairs set up.
- All floors must be swept and clean. Any spills must be wiped up.
- Thermostats turned to 60 in the winter and off in summer.
- Be sure all lights are turned off and no water is left on in the kitchen or bathrooms.
- All doors and window should be locked.
- **Rubbish is to be taken with you.**
- Renters have until 7:00am the following day to have the premises clean.
- The building closes at 12:00am.
- No parking on the street or grass. Additional parking is available at the Public Library (when available; entrance off Rt. 5 by Mobil Station.)
- All beverages must be kept in the rented area.
- Clean stoves if used.
- Renters are liable for all damages.
- No smoking in the building.
- Music must be lowered after 10:00pm.
- BE CONSIDERATE OF THE NEIGHBORS.
- Indoor occupancy must not exceed 150 people.

Thank you for your cooperation.