

TOWN of WOLCOTT, VERMONT TOWN HALL RENTAL AGREEMENT

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

1. FACILITY. The Town rents to Renter the use of the Town Hall in Wolcott, Vermont 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 \$60.00 and a security deposit of \$50.00 both to be paid at the time the Renter picks up the keys to the Town Hall. Please pick up key during Town Office hours. The Town Hall after your event must be left as clean as before the event.

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. **Please put all trash in the outside shed.** If Town Hall is left dirty or unwashed dishes and it is necessary for the janitor to clean for more than the time allotted, your security deposit of \$50.00 will be forfeited. **Please put key in the Town Office's drop box by the close of the day of rental.**

6. OCCUPANCY. Occupancy of the Facility will be limited to 25 people.

7. SMOKING. **Smoking is prohibited in the Facility.**

8. RETURN OF SECURITY DEPOSIT. **A town employee will inspect the facility upon cleaning it.** If Renter and guests have not caused any damage to the

facility, the Town will return the security deposit to Renter. 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.

9. 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 is due at the signing of this Rental Agreement.

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

C. 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.

10. 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.

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

12. 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.

- 13. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Wolcott 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.

- 14. COVID-19 GUIDELINES: People should be no less than 6 feet apart. All must wear masks (unless under the age of two). Renter must provide access to hand sanitizers. Soap for hand washing will be provided in the bathrooms. Renter will open doors when possible to provide air flow. While Renter is using the facilities and people are on site restrooms must be cleaned and sanitized regularly. Provided signs will be posted at all entrances clearly indicating that no one may be admitted without a mask or if have had any symptoms of respiratory illness. Renter must maintain a contact tracing list of all who enter. Renter must oversee this requirement and ask people who will not comply to leave. The Town will be checking to make sure signs are in place and that the rules are being followed. Failure to comply will result in a loss of future use by the Selectboard.

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

TOWN OF WOLCOTT

RENTER

By _____

Selectboard

Phone number: _____

Address: _____

Town _____ St _____ Zip _____

(Organization, if applicable)

Yes Alcohol No Alcohol