

Town of Ferrisburgh, Vermont
GRANGE HALL/COMMUNITY CENTER
FACILITY USE POLICY AND RENTAL AGREEMENT

The Town of Ferrisburgh has available for use, the Ferrisburgh Community Center (Facility), located in the Grange Hall, by residents and members of the public. It is the intent of the Town to have the facility used as frequently as possible, but it is the obligation of the Town to ensure that its facility is maintained in good condition and its 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 facility will be well maintained, enjoyable, accommodating and will provide a safe environment and that the Town will be fair and consistent with all parties wishing to use its facility.

1. **Facility to which this policy applies.** This policy shall apply to the following municipal facility in the Town of Ferrisburgh:
Ferrisburgh Community Center and Town Offices:
 - A. Community Hall (upstairs)
 - B. Meeting Room (downstairs)
2. **Priority of Use.** The Town of Ferrisburgh 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 Ferrisburgh programs or by Town staff, boards, commissions, and committees, Ferrisburgh Grange #539, Friends of the Ferrisburgh Grange Hall, or Town sponsored events.
3. **HOURS OF USE.** The facility is available for use during the following hours: 8 A.M. to 10 P.M. Sunday thru Thursday and 8 A.M. to 11 P.M. Friday / Saturday.
4. **PROHIBITIONS.** The following are strictly prohibited at the facility:
 - A. Candles or any open flames
 - B. Tape or pins in walls
 - C. Muddy or soiled footwear
 - D. Alcohol
 - E. Smoking
5. **OCCUPANCY.** Occupancy of the facility will be limited as follows:

Community hall (upstairs)	210
Meeting room (downstairs)	60
6. **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 Facility Rental Agreement for each event.
7. **RENT AND DAMAGE DEPOSIT.** Renter will pay the Town the rental fee (see schedule below) at the signing of this Rental Agreement and a Damage Deposit of \$500.00.
Fee Schedule Ferrisburgh Residents:
 - A. Community hall (upstairs) - \$25/hour
 - B. Meeting Room (downstairs) ó NO FEE**Fee Schedule Non-residents:**
 - A. Community hall (upstairs) - \$50/hour
 - B. Meeting Room (downstairs) - \$25/hour
8. **Insurance.** Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Ferrisburgh 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. **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/or Renter's guest. Renter will be responsible for all trash disposal and removal.
10. **Return of Damage Deposit.** Within three days following the event, the town will inspect the Facility. If Renter and guest have not caused any damage to the Facility or grounds, the Town will return the damage deposit to the Renter by first class mail within seven days, or Renter can pick up during regular Town Clerk's office hours if pre-arranged with Town Clerk office staff. If Renter or guests have caused damage to the Facility or grounds, the Town may retain all or a portion of the damage deposit. If the Town retains any or all of the damage deposit, it will give written notice and an accounting of amount withheld and for what damages therefore. The Town's remedies for damage shall not be limited to retention of the damage deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.
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 7 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 affairs in accordance with the Town of Ferrisburgh 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.

RENTAL AGREEMENT

This Rental Agreement, dated _____, 20____ by and between the Town of Ferrisburgh and _____.

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

FACILITY. The Town rents to Renter (check one) **Upstairs Community Hall** **Downstairs Meeting Room** in the Grange Hall/Community Center, 3279 Route 7, Ferrisburgh, VT. for the Event described below.

Type of event _____ Number of people attending _____

NO ALCOHOL OR SMOKING IS ALLOWED IN THE BULDING OR ON THE PREMISES.

DATE AND TERM. Date of event _____

Time: The facility is not rented before 8 a.m. or after 10 p.m. on Sunday-Thursday and 11p.m. on Friday or Saturday.

Start _____ a.m. – p.m. End _____ a.m. – p.m.

PAYMENT: Payment should be in the form of **two** checks made payable to the **Town of Ferrisburgh**

- 1. Rental fee \$_____ 2. Deposit \$_____ 3. Certificate of Insurance _____

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

TOWN OF FERRISBURGH

RENTER

By _____
(Duly authorized Agent Ferrisburgh Selectboard)

(Print clearly)

Town of residence _____

Mailing address: _____

Town _____ State _____ Zip Code _____

Phone _____

E-mail _____

I have read the Facility Use Policy and the Grange Hall/Community Center Rental Agreement and agree to abide by these rules and policies.

Signature of Renter

Date

FOR TOWN OF FERRISBURGH USE ONLY:

Date Rental Fee Received: _____ Check # _____ Check Amount \$ _____ Insurance Rider Received: _____

Security Deposit Received: _____ Check # _____ Check Amount \$ _____ Security Deposit Returned: _____

Comments: _____