

TOWN OF CHELSEA, VERMONT  
FACILITIES RENTAL AGREEMENT  
PO BOX 266  
Karen Lathrop, Town Clerk 685-4460  
Jane Cushman, Administrative Assistant 685-7801

This Rental Agreement is dated \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Chelsea, and \_\_\_\_\_. In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY AND RENTAL PERIOD. The Town rents to Renter the Town Hall in Chelsea for the following Rental Period(s):

Date(s) \_\_\_\_\_  
Time \_\_\_\_\_

2. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$60.00 per day at the signing of this rental agreement. Commercial Renters such as auctioneers will pay \$125.00 at the signing of this rental agreement. Renter will also pay the Town a security deposit of \$50.00 at the signing of this agreement. It is possible, **upon agreement of the Selectboard and all parties involved, to share a day's rental expense between various users as long as all responsible parties read and sign a contract to that effect.** CHECKS MADE PAYABLE TO THE TOWN OF CHELSEA.

3. OBLIGATIONS OF RENTER. At the end of each Rental Period, Renter will return the Facility in a neat, orderly and clean condition. Renter that is holding a play must take all props with them when they leave. PROPS THAT ARE LEFT IN THE BUILDING LONGER THAN A WEEK WILL BE DISPOSED OF AND A REDUCTION IN THE SECURITY DEPOSIT WILL BE MADE TO COVER THE FEES ASSOCIATED IN THE DISPOSAL. 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 Renters guests. If Renter and guests cause 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 the 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. Renter must turn down heat to 50 degrees upon leaving in winter and securely lock all windows and doors upon leaving.

There must be a TEACHER present at all times during school events. The Facility will be rented for low-impact activities only.

INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Chelsea 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.

4. OCCUPANCY. Occupancy of the Facility will be limited to 150 on the main floor and not more than 40 in the balcony. All events must finish by 12 A.M.

5. SMOKING, ALCOHOL AND OPEN FLAME. SMOKING IS PROHIBITED IN THE BUILDING. THERE WILL BE NO ALCOHOL IN THE FACILITY OR ON TOWN PROPERTY UNLESS IT IS A BYOB FUNCTION (NO KEGS ALLOWED) OR IF THERE IS A LICENSED BARTENDER SERVING THE BEVERAGES, WHOVER SIGNS THIS AGREEMENT TAKES FULL RESPONSIBILITY FOR ENFORCING THIS REQUIREMENT.

BARTENDER: \_\_\_\_\_ LICENSE# \_\_\_\_\_

OPEN FLAME SUCH AS CANDLES ARE PROHIBITED.

6. INDEMNIFICATION AND HOLDHARMLESS. Renter agrees to indemnify and hold the Town, its officer, 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 the Renter and Renters guests, agents, or employees.

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

8. CANCELLATION. The rental fee will not be refunded if notice is received less than 7 days before a rental period, unless the Facility is subsequently rented for the same date.

9. 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 the 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 the Renter.

10. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Chelsea 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 and illegal activity to occur at the Facility

The parties have executed this Agreement at Chelsea, Vermont this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

TOWN OF CHELSEA

RENTER

BY \_\_\_\_\_  
(Duly Authorized Agent)

Address: \_\_\_\_\_

\_\_\_\_\_

Phone # \_\_\_\_\_

\_\_\_\_\_  
(Organization if applicable)

# VLCT NEWS REPRINT

SERVING AND STRENGTHENING VERMONT LOCAL GOVERNMENTS

July 2010

## SPRING IS FINISHED, BUT T.U.L.I.P. REMAINS

This TULIP stands for Tenant User Liability Insurance Policy, which may not be pretty, but it is pretty useful, especially for summertime events. Here's how it works: a municipality has a building or property that can be rented for a specific event by any non-municipal individual or group if the individual or group has liability coverage. If a renter, or tenant user, cannot provide liability insurance to protect the municipality from being held responsible if anything untoward occurs during the event, the tenant user can purchase a TULIP, and the municipality can relax and proceed with the rental. **TULIP coverage protects both the tenant user and the municipality against claims by third parties** who may be injured or have property damage as a result of the activities of the tenant user.

In many cases, tenant users are covered by an existing insurance policy: for example, an individual hosting a large party in a town hall might find that his or her homeowner's insurance policy already covers liability for the party, or that coverage can be added as a rider for a small fee. In this case, the tenant can provide the town with proof of coverage, and a TULIP will not be needed. But if the municipality is a PACIF member, any tenant user that cannot provide

other proof of liability coverage can obtain liability coverage by purchasing a TULIP through PACIF's TULIP broker.

Covered events range from very low risk activities, such as seminars, receptions, and weddings, to higher risk events including camps, sporting events, parades, festivals, and concerts. Some very high risk activities are excluded, such as fireworks and inflatable bounce houses. The premium is based on a combination of factors including the risk associated with the event or activity, the duration of the event, the number of participants, and whether there are any special requirements such as alcohol liability or food service.

TULIP coverage can be the difference between holding an event and not holding it. The choice of where to obtain liability coverage remains with the tenant user; the good news is that PACIF member municipalities are able to offer TULIP as a convenient option.

For more information on when TULIP coverage is appropriate and how it works, please call 800-649-7915 and speak with a member of our Underwriting team.

Cindy W. Bouchard, CPCU, CIC, ARM, AU  
Manager, Underwriting  
Risk Management Services, VLCT

### HOW TO PURCHASE YOUR TULIP

With your credit card ready, go to [www.ebi-ins.com/tulip](http://www.ebi-ins.com/tulip).

Then follow these three easy steps:

#### Step 1: Select Your Facility

Either enter the numbers provided by your town: Facility Code:  - , or click on "If you don't know the facility ID" and when the drop-down menu appears, scroll to the bottom and select Vermont League of Cities and Towns. When the Location field appears, select the municipality name.

#### Step 2: Qualify Your Event or Activity

Select from drop-down menu. Click on Next.

#### Step 3: Get Your Quote

Answer some basic questions and enter your contact and billing information. When your purchase is complete, the municipality will automatically receive your proof of insurance.

**Questions about this  
Website or coverage  
eligibility?**

**EMAIL: [TULIP@EBI-INS.COM](mailto:TULIP@EBI-INS.COM) OR CALL  
1-800-507-8414**