

TOWN of CHELSEA, VERMONT
FACILITY 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 UNLESS PREVIOUS PAYMENT METHOD HAS BEEN AGREED UPON. 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 TO BE MADE PAYABLE TO THE TOWN OF CHELSEA. There must be a TEACHER present at all times during school events. The Facility will be rented for low-impact physical activities only.

3. OBLIGATIONS OF RENTER. At the end of each Rental Period, Renter will return the Facility in a neat, orderly and clean condition. Renter 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 Renter's 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.

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 PM.

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. WHOEVER SIGNS THIS

AGREEMENT TAKES FULL RESPONSIBILITY FOR ENFORCING THIS REQUIREMENT.

BARTENDER:

LICENSE#

OPEN FLAME SUCH AS CANDLES ARE PROHIBITED.

6. INDEMNIFICATION AND HOLD-HARMLESS. 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 Renter's 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 any 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: _____

Town _____ ST _____ ZIP _____

Phone # _____

(Organization if applicable)