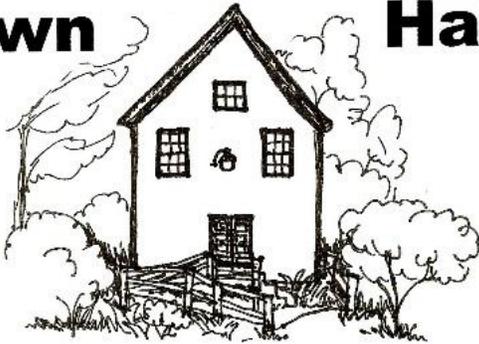




Huntington Town Hall Rental Agreement

Huntington Town Hall



Huntington Town Hall Rental Agreement

The Town Hall is available for town business, cultural activities, and private functions. The Town's intention is to provide an affordable venue in a historically renovated, preserved and fully accessible space where a variety of events such as municipal meetings, performing arts, private parties, arts markets, festivals, workshops, and classes occur. The Town Hall is supported by multiple sources of funds including building usage fees.

Authorized Town Hall Rental
Coordinator:
Email:
Telephone:

Linda Fickbohm

lfickbohm@comcast.net

(802) 434-6599

Name of Organization or Event:

Contact Person Name:

Contact Person Phone Number:

Contact Person Email

Event Type/description:

Resident town (check one):

Huntington

Other _____

Rental Date(s):

Time Slot(s):

Morning

Afternoon/Evening

Rental Fee:

Security Deposit:

Huntington Town Hall Rental Agreement

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1) SUBMISSION OF AGREEMENT AND SCHEDULING

Please submit the Rental Agreement to use the Town Hall **at least two weeks** before the date of the event.

The Rental Agreement fees and security deposit are submitted to the Rental Coordinator by dropping the Agreement and fees/deposit off at the Town Clerk’s office.

The Town Hall Rental Coordinator schedules events and performances, approves the Rental Agreement, manages the use of the facility, meets with the Renter before the event and after for the post-event inspection.

The Town, on the recommendation of the Huntington Town Hall Rental Coordinator or the Selectboard reserves the right to deny any Agreement for use.

2) USAGE FEE RATES

Usage fees are not charged for Municipal use. Usage fees collected from events go to the Town of Huntington to support operation and maintenance of the Town Hall.

Location	Rental Period	Resident	Non-Resident	Security Deposit
First Floor	Half Day	\$25	\$40	\$150
	Full Day	\$50	\$80	\$150
	Full Week	\$200	\$300	\$150
	Full Month	TBD	TBD	\$150
	Weekly ½ day	\$20	\$35	\$150
Second Floor	Half Day	\$35	\$50	\$150
	Full Day	\$70	\$100	\$150
	Full Week	\$250	\$350	\$150
	Full Month	TBD	TBD	\$150
	Weekly ½ day	\$30	\$45	\$150
Building (both floors)	Half Day	\$60	\$90	\$150
	Full Day	\$120	\$150	\$150
	Full Week	\$350	\$400	\$150

Rates are subject to change; a half day is up to four hours or less; a full day up to eight hours during regular building hours (8 am – 10pm).

3) FEES, SECURITY DEPOSIT & KEY CODE

Before receiving the key code from the Town Hall Rental Coordinator:

- The Rental Agreement must be signed and submitted to Rental Coordinator.
- The Rental Coordinator must receive two checks: Rental fee (see rate table). & security deposit of \$150 (or \$400 if alcohol is to be served, see 4.h below)
- Checks should be made out to 'Town of Huntington' with 'HTH' in the memo line.

The security deposit check will be held and returned in full after a successful Post Event Inspection of the facility (see section 6. Post Event Procedures and Addendum). If any part of the Post Event Procedures is not completed or if any additional costs are incurred, all of the security deposit will be forfeited.

RESTRICTIONS

- a) **Occupancy** may not exceed 200. Events with a “nightclub atmosphere” where there is low light and alcohol is served may not exceed occupancy of 100. “Nightclub atmosphere” is defined at the discretion of the Vermont Fire Marshal, questions or disputes as to an event’s definition will be

referred to the Fire Marshals office for clarification. Maximum seating per floor is estimated to be 80-100. See additional bathroom requirements below (4e).

- b) **Smoking** is prohibited anywhere on the property.
- c) **Lift.** The lift is solely for persons with disabilities or limited mobility to have access between the first and second floor. The Renter is responsible for ensuring proper use of the lift.
- d) **Wastewater** policy. Due to a wastewater pump-out system, water must be conserved. Caterers who bring tableware must wash it at their own facilities. Paper goods are suggested at this time. Excessive use of water will result in forfeiture of the security deposit.
- e) **Additional Bathroom Facilities.** Events anticipated to exceed an occupancy of 125 are required to rent a portable toilet (port-o-let) for the duration of the event. In addition, the Rental Coordinator may recommend or require rental of a port-o-let for events with lower occupancy depending upon event type and duration.
 - Port-o-let requirements for events under 125 person occupancy are understood to be at the discretion of the Rental Coordinator.
 - When a port-o-let is rented for an event, the Renter shall make arrangements to have it removed immediately following the event. Port-o-lets left on site more than 1 business day beyond the end of an event will result in forfeiture of the security deposit.
 - Port-o-let is to be placed at the front of the building, near the southwest corner.
 - The Rental Coordinator can provide information on available portable toilet services. The Renter is responsible for making their own arrangements for port-o-let rental.
- f) **Open flames.** The use of candles, incense burners, or other forms of open flame is prohibited in the Town Hall.
- g) **Mural.** The mural on the back wall of the stage is a valuable historic resource and may not be damaged or defiled in any manner. Proper protections are the responsibility of the Renter.
- h) **Alcohol.** Alcohol use is prohibited in or around the building without prior approval from the Select Board. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:
 - An additional security deposit of \$250 is due at the signing of this Rental Agreement.
 - The Renter must contract with a licensed caterer to furnish or serve alcohol at the Event. Renters cannot bring or serve their own alcohol.
 - Caterers shall procure and maintain at its sole cost and expense comprehensive **general liability insurance** with combined single limit coverage of \$500,000 per occurrence and \$500,000 in the aggregate, and **liquor liability** coverage insured with combined single limit coverage of \$500,000 per occurrence and \$500,000 in the aggregate. Town and Renter shall both be named as additional insured. Renter shall furnish a certificate of insurance evidencing such coverage upon request by the Huntington Town Hall Rental Coordinator.

- Caterers must apply for a Dept. of Liquor Control caterer's permit from the Town Clerk in advance of the event. Renter assumes all liability for use of alcohol on the premises and indemnifies the Town of Huntington.
 - Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.
 - Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. Renter shall be solely responsible for taking all steps necessary to ensure that the serving of alcohol is performed in a safe manner and in accordance with all laws, including without limitation, ensuring that neither intoxicated invitees nor invitees under twenty-one (21) years of age are allowed to consume alcohol.
- i) **Venue safety standards** include the following:
- There must be a clear path to and from all building exits. The stairwell between the first and second floors must remain clear.
 - Safe occupancy is determined by chair configurations. If rows of chairs are set up, 4' aisles must be maintained leading up to exits doors (and on both sides of the stage if using the second floor), between rows of chairs, and behind the last row of chairs.
 - Lighting in the stairwell and on the side of the stage must be illuminated.
- j) **Supplemental Insurance**
- Insurance carried by the Town of Huntington does NOT cover renters, their users and guests for their own liability. Supplemental liability insurance is recommended and available for purchase via a simple online system at: <https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx> using the following Venue Id Code: 0406-131

4) PARKING

Limited handicap parking is available in front of the Town Hall. Additional parking is available in the other town lots by the Town Office, Fire Station and recreation fields. On-street parking may be utilized. Please be respectful of our neighbors and their driveways. Excessive street noise or trespassing will not be tolerated and will result in forfeiture of the security deposit. The Renter is responsible for policing the event attendees.

The Town Hall provides traffic cones or portable pedestrian safety signage that is to be placed on the street and returned to storage by the Renter. The Rental Coordinator will provide information on recommended placement of traffic cones/pedestrian safety signage. Failure to return traffic cones/pedestrian signage to storage following an event will result in forfeiture of the security deposit.

Towing will be at car owner's expense.

5) POST EVENT PROCEDURES

The Renter is responsible for cleaning the facility and removing all garbage after the event. All items brought for event (props, clothing, furniture, decorations) must be removed from the facility by Renter on the end date specified on Rental Agreement (unless special arrangements have been approved by the Rental Coordinator).

The Rental Coordinator will conduct a post-event inspection (see Addendum). The Rental Coordinator will determine the amount of security deposit to be returned to the Renter.

Renter is responsible for any theft or vandalism of the Huntington Town Hall and shall repair/replace such stolen/vandalized equipment as needed.

6) INDEMNIFICATION AND HOLD-HARMLESS

In consideration for the permissions granted hereunder, Renter agrees to **ASSUME ALL RISKS** associated with Renter's use of the Huntington Town Hall property and facilities or any other activity arising out of or related to this Agreement and agrees to hold harmless, release, defend and indemnify Huntington, its respective agents, employees, volunteers, representatives, assignees, and officers from all liabilities, litigation, claims and/or threatened claims for injury or death to persons or damage to property arising from Renter's use of the Huntington Town Hall property and facilities or any other activity arising out of or related to this Agreement and/or Tenant's engagement in the activities hereunder, including claims based on alleged or actual negligence or breach of any express or implied warranty.

Any required insurance will be at the Renter's expense. Renter shall furnish a certificate of insurance evidencing such coverage upon request by the Huntington Town Hall Rental Coordinator.

Renter further agrees to name Huntington as an indemnified party in all contracts between Renter and third party contractors, vendors or others in connection with Renter's use of the Huntington Town Hall property and facilities or any other activity arising out of or related to this Agreement.

7) CERTIFICATIONS AND SIGNATURES

- I have read the Huntington Town Hall Rental Agreement and understand and agree that I will be held solely responsible for any violation of the terms of this agreement and for any damage to or loss of any Town property, including portable items, resulting from my event.
- I agree to indemnify and defend the Huntington Town Hall and the Town of Huntington (including any officers, representatives, agents, employees, and volunteers) against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may arise from my or my organization's use or presence upon the facilities of the Huntington Town Hall.
- 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.
- I agree to observe and obey all posted rules and warnings, and further agree to follow instructions in this rental agreement and any oral directions given by the Rental Coordinator, or the employees, representatives or agents of Huntington Town Hall and the Town of Huntington.
- I assume full responsibility for personal injury to myself and, if applicable, those attending or participating in my event and/or members of my organization and further release and discharge Huntington Town Hall and the Town of Huntington for injury, loss or damage arising out of my or my organization's use or presence upon the facilities of the Huntington Town Hall, whether caused by the fault of myself, my family, guests, organization, Huntington Town Hall, Town of Huntington, or other third parties.
- I understand that violation of this agreement will result in forfeiture of my security deposit and future use, and could result in additional costs for damages or legal action. I agree to pay for all damages to the facilities and/or property of the Huntington Town Hall caused by myself, those attending or participating in my event and/or my organization's negligent, reckless, or willful actions.
- Any legal or equitable claim that may arise from this agreement shall be resolved under Vermont law.
- In the event of a material breach of the Huntington Town Hall Rental Agreement by the Renter, The Town of Huntington shall be entitled to incidental and consequential damages the Town of Huntington may be entitled to recover. Failure to exercise this provision shall not constitute a waiver of the Town of Huntington's causes of action under this Agreement or otherwise. The prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred to enforce the Agreement.

I have read This Document and understand it. I further understand that by signing this agreement, I voluntarily surrender certain Legal Rights

This Huntington Town Hall Agreement is by and between the Renter and the Huntington Town Hall Committee, as the representative for the Town of Huntington.

Renter Name (printed)

Huntington Town Hall Rental Coordinator

Renter Signature

Rental Coordinator Signature

Date

Date

8) ADDENDUM- Post Event Checklist

Huntington Town Hall Post Event Checklist

Please confirm all items on this list have been completed

- Bathroom in swept and/or mopped condition, toilets and sinks clean, wastebaskets emptied.
- Floors swept and/or mopped.
- All trash removed from the building.
- All food removed from the premises.
- All furniture returned to its original location.
- All decorations and adhesive tape removed.
- Pedestrian/traffic safety equipment is returned to storage location
- All lights turned off and (during the heating season) heat set to 55 degrees.
- All windows closed and locked.
- All exterior doors closed and locked. (ENTER YOUR CODE TO LOCK DOOR)
- Lift is functioning properly.