TOWN of WALLINGFORD, VERMONT

TOWN HALL USE AGREEMENT

This Agreement, dated _____ *(month,day,year)* is by and between the Town of Wallingford, VT (hereafter "Town"), and _____, *(name of User, hereafter "User")*. This Agreement is not transferrable or assignable to any other person or entity.

AUTHORITY & NON-DESCRIMINATION. Use of the Town Hall is subject to review and approval by the Selectboard in accordance with the Town Hall Use policies enumerated in this document. The Selectboard reserves the right to deny or revoke permission based solely on objective, non-content-based criteria, including but not limited to: scheduling conflicts, facility capacity, safety or security concerns, past non-compliance with rules, or non-payment of required fees.

Permission to use the Town Hall shall be granted without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, political affiliation, or the viewpoint of the applicant or group. Approval does not constitute an endorsement by the Town or the Selectboard of the applicant's views, beliefs, or activities.

ELIGIBLE USES & RESTRICTION ON COMMERCIAL ACTIVITY. Town Hall facilities are primarily dedicated to municipal functions, civic assemblies, non-profit community programming, educational classes, and events that serve or benefit the residents of Wallingford.

As a general policy, the Selectboard does not permit the use of Town Hall for purely commercial, for-profit enterprises, private commercial sales, or events intended primarily for private business gain that provide no distinct civic, educational, or community benefit to the town.

The Selectboard may, at its sole discretion, consider exceptions for commercial entities only if the proposed activity clearly demonstrates a direct community benefit (such as providing an essential local community service, educational workshop open to all residents, or local charitable fundraiser).

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

1. **FACILITY**. The Town grants a license to User to use the Town Hall (hereafter "the Facility") for the Event and time period contained herein. User's rights under this Agreement include the use of the second floor and stage area but do not include the main floor, offices, basement, and attic.

2. **OCCUPANCY**. Occupancy of the Facility shall be limited to **95** persons, including User's employees, agents, contractors, licensees, guests, and invitees.

3. **EVENT**. User is granted a license to use the Facility for the following event and no other purpose:

   _____
   (Event name)

User understands that Town does not warrant or represent that the Facility is safe and suitable for User's purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and Facility in connection with User's purposes that Town is providing the premises and Facility on an "as is" basis.

1. **DATE and TERM OF USE**.
    a. ___ **One time event**. Event will take place on _____ (date) from _____ a.m./p.m. until _____ a.m./p.m.
    b. ___ **Recurring event**. Such an event will take place on _____ (day(s) of the week), from _____ a.m./p.m. until _____ a.m./p.m., starting _____ (date) and ending _____ (date).
    c. For each Event, User may enter and occupy the Facility _____ before the starting time of said Event to set up the Facility, and may occupy the Facility for **1 hour** after the end time of said Event to clean the Facility.
    d.
2. **TERMS OF FACILITY USE**. The User understands and agrees to all of the following terms of use:
    a. The sale, possession, consumption and use of tobacco, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
    b. The use and possession of weapons and firearms are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
    c. User shall make arrangements with the Town Administrator to gain access to the Facility prior to the Event and to secure the Facility after the event.
    d. Animals are not permitted inside the Facility with the exception of service animals.
    e. No sign or temporary structure may be placed on the premises without obtaining advance written approval from the Town. Any signs or temporary structures placed on the premises by User shall be promptly removed by the User at the end of the Event.
    f. The Facility, its appurtenances and any equipment contained therein may not be injured, damaged, marred or defaced in any way. Neither shall nails, hooks, tacks or screws be driven into any wall or other part of the Facility.
    g. Historical Society and/or Wallingford Alumni Association displays, cases, artifacts and items shall not be disrupted, disturbed or damaged in any way.
    h. User is responsible for cleaning the Facility immediately after the Event. This includes ***sweeping the floor, disposing of all trash in bags in trash receptacles, placing all recyclables in appropriate bin(s), replacement of all furniture that was moved for the Event, turning off all lights, and locking all doors*****.**
    i. Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone utilizing adjacent or common premises and facilities.
    j. User is responsible for the cost of all repairs to the Facility required as a result of damage caused by Use or User's employees, agents, contractors, licensees, guests, and invitees.
    k. Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
    l. For all Events involving minors (persons 17 years or under), there shall be at least adult over 18 years of age for every **10** minors for the duration of the Event.

i) that it is responsible for all actions of its participants and guests; (ii) that any person(s) in

violation of the foregoing terms of use will be expected to immediately vacate the premises of Town; and (iii) that Town reserves the right to immediately terminate this Agreement and User's use of the Facility in the event of any violation of the foregoing terms of use without liability to Town. In the event User's use of the premises and facilities involves participants who are minors (including the minor children of participants), then User shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult.

3. **SALE, POSSESSION, CONSUMPTION, AND USE OF ALCOHOLIC BEVERAGES**. The sale, possession, consumption and use of alcoholic beverages in conjunction with the Event are prohibited.
4. **VACATING FACILITY**. At the expiration of the above stated date and time, or upon the earlier termination of this Agreement, User will promptly and peaceably vacate the Facility and remove its employees, agents, contractors, licensees, guests and invitees and their property from the Facility and conduct the cleaning activities specified in Section 2(h) of this Agreement so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event.
   Cleanup Checklist certifying that the cleanup has taken place.
5. **INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY**. The Town is not liable for any injury to persons or loss or damage to private property which occurs during the Event. User is financially responsible for any damage to or loss of Town property that occurs during the Event.
6. **USER FEE AND SECURITY DEPOSIT**. User will pay the Town a user fee of **$25.00** at the time of signing this Agreement. User will also pay the Town a security deposit of **$150.00** at the signing of this Agreement, plus an additional security deposit of **$25.00** if more than 50 people will be attending the Event.
7. **RETURN OF SECURITY DEPOSIT**. Promptly after the Event, the Town will inspect the Facility. If no damage has been caused to the Facility, and if cleaning activities specified in Section 4 of this Agreement have been conducted so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event, the Town will return the security deposit to User by first class mail within seven business days. If damage has been caused to the Facility, or cleaning activities specified in Section 5 of the Agreement have not been carried out, Town may retain all or a portion of the security deposit and give written notice to User specifying the amount retained and the reasons therefore. In addition to retaining the security deposit, the Town may pursue any additional remedies authorized by law to recover its damages or losses.
8. I**NSURANCE**. User will procure and maintain at its sole cost and expense, comprehensive general liability insurance for the Event in which the Town is named as an additional insured with combined single limit coverage of $1,000,000 per occurrence and $1,000,000 in the aggregate. User will furnish the Town with a certificate of such insurance coverage at the time of signing this Agreement with the Town named as additional insured.The Selectboard reserves the authority to modify or waive the general liability insurance requirement for low-risk events. Insurance waiver requests are evaluated based on objective factors, including: the nature of the activity, physical movement or contact involved, estimated attendance, use of equipment, and overall exposure to personal injury or property damage.
9. **INDEMNIFICATION AND HOLD-HARMLESS**. User 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 User and User's employees, agents, contractors, licensees, guests and invitees.

10. **CANCELLATION**. The user fee will not be refunded if notice of cancellation is received by the Town less than **72 hours** 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 user fee and security deposit will be refunded.
11. **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 User's conformance to this Agreement. If the Town determines, in its sole judgment, that User has breached a term of this Agreement, the Town shall have the right to immediately terminate this Agreement prior to the expiration of its term without any refund to User.
12. **CONFORMANCE WITH THE LAW**. User agrees that User will abide by and conduct its affairs in accordance with the Town's Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility during the contracted time frame for its entry and use.
13. **ENTIRE AGREEMENT**: This Facility Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

I, _____ *(printed name of User)*, acting on my own behalf and also acting on behalf of _____ *(name of organization, if applicable)*, being fully authorized to do so, hereby waive and release any and all claims against the Town of Wallingford, VT, together with its various departments, employees, officers, elected officials, agents, and any and all other persons or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the use of any facilities pursuant to this Agreement, and further undertake to defend and indemnify all of the aforesaid parties any and all such claims and forever hold them harmless from the same. I also certify that I have read this form and that all information stated thereon, including any information on the facility use policy appended hereto, is true to the best of my knowledge, information and belief.

_____
Date:

_____
Signature of User, Duly Authorized Agent

_____
Address of User:

_____
Cell phone #

APPROVED BY THE TOWN OF Wallingford, VT

_____
Date:

By _____, Selectboard Chair