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MEMORANDUM

To: Selectboard Members, Town Managers, Municipal Officials
From: Jim Barlow, Acting Director and Senior Staff Attorney
Date: April 1, 2008
RE: Model Facility Rental Agreements
Model Facility Use Policy

The Vermont League of Cities and Towns has drafted two basic Model Facility Rental Agreements and a Facility Use Policy to assist those municipalities seeking to rent their town halls, parks, and other public facilities for private events.

Both models set out the essential provisions of a simple facility rental agreement and describe a basic set of obligations for the renter. Model One provides for rental of a municipal facility on a per-event basis and might be used, for example, to rent a town hall for a wedding or social gathering. Model Two provides for periodic rental of a municipal facility by a person or group. It might be used, for example, to rent a meeting room to a community group. The Model Facility Use Policy provides an example for prioritizing uses and addresses common issues faced by municipalities in making their facilities available to the public.

Municipalities should ensure that their facilities are available to all qualified users on equal terms without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or other status covered by applicable state or federal laws or regulations. In this regard, municipalities should not discriminate against users of the facilities based on the users' particular viewpoint. Likewise, while municipalities cannot promote religion, they must make their facilities available to religious organizations on the same terms and conditions as such facilities are made available to non-religious organizations.

We believe these basic models should be reasonably easy for Vermont municipalities to adapt to their particular needs. Nevertheless, we encourage you to give careful consideration to each element of the models in light of your community's expectations. It should be remembered that a model is a starting point, not a final product. We recommend that you have your municipal attorney review any rental agreement before it is adopted.

Sponsor of:

VLCT Health Trust, Inc.

VLCT Municipal Assistance
Center

VLCT Property and Casualty
Intermunicipal Fund, Inc.

VLCT Unemployment
Insurance Trust, Inc.

MODEL ONE

TOWN of _____, VERMONT FACILITY RENTAL AGREEMENT

This Rental Agreement, dated _____, 20__ by and between the Town of _____ (the Town), and _____ [insert name] _____, (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town rents to Renter the _____ in _____, Vermont (the Facility) for the Event described below.
2. EVENT. Renter will use the Facility for the following Event:

3. DATE and TERM. The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.).
4. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$_____ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$_____ at the signing of this Rental Agreement.
5. 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 Renter's guests.
6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons.
7. SMOKING. Smoking is prohibited in the Facility.
8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of _____ 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. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the Town will return the security deposit to Renter by first class mail within seven days. If Renter and guests *have* caused 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 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.
10. ALCOHOL. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:

A. An additional security deposit of \$ _____ is due at the signing of this Rental Agreement.

B. If Renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of _____ 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 such insurance prior to the Event.

C. If Renter will contract with a caterer or other third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.

D. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.

E. 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.

F. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

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 ___ 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 _____ 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 _____, Vermont this ____ day of _____, 20__.

TOWN OF _____

By _____
(Duly authorized Agent)

RENTER

Address: _____

Town _____ St ___ Zip _____

(Organization, if applicable)

MODEL TWO

TOWN of _____, VERMONT FACILITY RENTAL AGREEMENT

This Rental Agreement is dated _____, 20__ by and between the Town of _____ (the Town), and _____ [insert name] _____, (the Renter). 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 _____ in _____, Vermont (the Facility) for the following Rental Period(s):

*Insert the date(s) and time(s) when the Renter will be allowed to use the Facility. For example:
4/23/2008, 4/30/2008, 5/1/2008, and 5/6/2008 from 7:00 p.m. to 9:00 p.m.*

2. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$ _____ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$ _____ at the signing of this Rental Agreement.
3. OBLIGATIONS OF RENTER. At the end of each Rental Period, 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 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 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.
4. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons.
5. SMOKING and ALCOHOL. Smoking is prohibited in the Facility. Possession of Alcohol is prohibited in the Facility. Renter will not serve or bring alcohol into the Facility nor permit Renter's guests to serve or bring alcohol into the Facility.
6. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of _____ is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and Renter will furnish the Town with a certificate of insurance prior to the Event.
7. 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.
8. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.
9. CANCELLATION. The rental fee will not be refunded if notice is received less than _____ days before a Rental Period, unless the Facility is subsequently rented for the same date.

10. 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.

11. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of _____ 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 _____, Vermont this ____ day of _____, 20__.

TOWN OF _____

By _____

(Duly authorized Agent)

RENTER

Address: _____

Town _____ St ___ Zip _____

(Organization, if applicable)

**TOWN OF _____, VERMONT
FACILITY USE POLICY**

The Town of _____ has a number of facilities that are available for use by _____ residents and members of the public. It is the intent of the Town to have the facilities used as frequently as possible, but it is the obligation of the Town to ensure that its facilities are maintained in good condition and their 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 facilities 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 facilities.

1. **FACILITIES TO WHICH THIS POLICY APPLIES.** This policy shall apply to the following municipal facilities in the Town of _____:

- 1. _____
- 2. _____
- 3. _____

2. **PRIORITY OF USE.** The Town of _____ will make these facilities available on a first come, first serve basis for individuals, groups and organizations to rent during times when the facilities are not being utilized for Town of _____ programs or by Town staff, board, commissions and committees, or Town of _____ sponsored events.

3. **HOURS OF USE.** The facilities are available for use during the following hours: _____.

4. **PROHIBITIONS.** The following uses are strictly prohibited at the facilities:

- 1. _____
- 2. _____
- 3. _____

5. **OCCUPANCY.** Occupancy of the facilities will be limited as follows:

Facility	Maximum Occupancy
_____	_____
_____	_____
_____	_____

6. **SMOKING.** Smoking is prohibited at all Town facilities.

7. **OBLIGATIONS OF USERS.** Users must return the facilities in a neat, orderly and clean condition after their use. Users will be responsible for, and liable to, the Town for all repairs to the facilities required as a result of damage caused by users.

8. **FACILITY RENTAL AGREEMENT.** Social service and community service groups, individuals, businesses, and non-profit groups wishing to use the facilities shall be required to execute a Facility Rental Agreement for each event.