

Town of Pomfret

5218 Pomfret Road
North Pomfret, VT 05053
802-457-3861
www.pomfretvt.us

This Rental Agreement, dated _____, 20____ by and between the Town of Pomfret and _____ (the Renter). The Renter will use the Town Hall for the following event:

DATE(S): _____ TIME(S): _____

The Renter will pay the Town a rental fee of \$_____ at the signing of the Rental Agreement.

The terms of the agreement between the Town of Pomfret and the Renter(s) are as follows:

1. **INSURANCE:** Renter will procure and maintain at their sole cost and expense, comprehensive general liability insurance in which the Town of Pomfret is an additional insured party 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 at least 5 days prior to the Event.
2. **SMOKING:** Smoking is prohibited in the Town Hall.
3. **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. Renter will contract with a licensed caterer or other licensed 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 at least 5 days prior to the Event.
 - C. 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. Renter will furnish the Town with a certificate of such insurance at least 5 days prior to the Event.
 - D. Alcohol shall not be provided 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 alcohol.
4. **OCCUPANCY:** Occupancy of the Town Hall will be limited to _____ persons.
5. There are to be no nails, tacks or staples driven into the woodwork or plaster. Scotch tape is not to be applied to the plaster, woodwork or any lighting fixture. Paper products are not to be attached to lighting fixtures. Wax is not to be applied to the floor.

6. Light bulbs may not be removed for any reason other than replacement of a bulb of the same wattage. Electrical cords may be plugged into proper electrical outlets only.
7. The Town Hall must be left in a clean condition, and accumulated rubbish and/or garbage must be removed from the premises. Mops and cleaning materials must be furnished by the Renter. Floors must be swept then damp-mopped.
8. 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. All keys need to be returned to the Town Office within 3 business days after the event.
9. 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 Town Hall by Renter and Renter's guest, agents, or employees.
10. ASSIGNMENT: This Rental Agreement is not assignable to any other person or entity.
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 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.
12. CONFORMANCE WITH THE LAW: Renter agrees that Renter will abide by and conduct their affairs in accordance with Town of Pomfret's Town Hall Rental Agreement and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption. Renter shall not engage in or allow any illegal activity to occur at the Town Hall.
13. FEES:

1 day - with use of the kitchen	\$ 100.00
1 day - with <u>NO</u> use of the kitchen	\$ 50.00

(RENTER)

(RENTER)

AUTHORIZED AGENT
TOWN OF POMFRET

DATE: _____