



Town Hall Rental Agreement

Town of Pomfret

5218 Pomfret Road, North Pomfret, VT 05053

802-457-3861 | www.pomfretvt.us

This Rental Agreement establishes a legal and binding contract by and between the Town of Pomfret (the Town) and _____ (the Renter) and is not assignable to any other person or entity. The Renter will use the Town Hall for the following event (the Event): _____.

Date(s): _____ Time(s): _____

The Renter will pay the Town a rental fee of \$_____ at the signing of the Rental Agreement and a separate security deposit of \$200. Checks are to be made out to "Town of Pomfret".

Renter Contact:

Name of Organization: _____

Name of Contact: _____

Mailing Address: _____

Phone: _____

Email: _____

I have read, understand, and accept all the Pomfret Town Hall rental policies outlined in pages 2-4 of this agreement. I understand that I am responsible for ensuring compliance with these policies by all event attendees. If cleaning and/or damage costs exceed the damage deposit, I agree to be held financially responsible for any additional charges incurred.

I agree to indemnify and hold harmless the Town of Pomfret, its officers, agents, and employees from any loss, liability, or claim for personal injury or property damage that may arise from my use and occupancy of the Pomfret Town Hall, including actions by myself, my guests, vendors, agents, or employees.

Name, Renter

Authorized Agent, Town of Pomfret

Signature, Renter

Date (Filled out by Authorized Agent)

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

Section I – General Liability:

The Renter agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any loss, liability, or claim for personal injury or property damage from any cause that may arise during the use and occupancy of the Pomfret Town Hall and surrounding property by the Renter and the Renter's guests, vendors, agents, or employees.

The Renter will procure and maintain at their sole cost and expense, comprehensive general liability insurance in which the Town of Pomfret is named as an additional insured party with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The Renter will furnish the Town with a certificate of insurance at least 5 days prior to the Event.

If alcohol will be furnished, served, or consumed at the Event, the Renter agrees to the following additional terms:

1. 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; liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The Town and Renter shall both be named as additional insureds. The Renter will furnish the Town with a certificate of such insurance at least 5 days prior to the Event. In addition, the licensed caterer or other licensed third party must acquire any necessary catering permits through the State of Vermont prior to the Event.
2. 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. The Renter will furnish the Town with a certificate of such insurance at least 5 days prior to the Event.
3. 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.

Section II – Facilities Overview:

The Town Hall is an historic building constructed in 1845 and purchased by the Town in 1872. The maximum occupancy of the Town Hall building is limited to 100 persons. The main hall dimensions are 36 feet and 7 ½ inches wide by 34 feet and 4 inches deep (from front) with an approximate square footage of 1,257 sq. ft. Additional spaces include a kitchen facility measuring 23 feet and 2 ¾ inches wide by 15 feet and 4 ¼ inches deep with an approximate square footage of 356 sq. ft., a raised stage measuring 21 feet and 3 inches wide by 13 feet and 8 ½ inches deep with an approximate square footage of 291 sq. ft., two bathrooms, and a separate room at the front of the building measuring 13 feet and 7 inches wide by 9

feet deep with an approximate square footage of 122 sq. ft. Limited parking is available next to the building and across the street at the Town Office. The Town Hall is fully operational during the warmer months and is available for limited use during the colder months as the water system will be shut down for winterization.

Rental may include:

- Folding chairs, tables, and benches for indoor use only
- Use of kitchen facilities, including a four-burner electric stove, refrigerator, sinks, and dishware/utensils

Section III – Town Hall Rental Fee Schedule:

Half Day Rental (5 hours or fewer)

___ Pomfret Resident - \$50
___ Non-resident - \$125

Full Day Rental

___ Pomfret Resident - \$100
___ Non-resident - \$250

The rental fee may be waived for non-profit community events and resident memorial services.

An additional security deposit of \$200 is required as a separate check, to be returned to the Renter upon satisfactory inspection of the premises and return of the building key to the Town Clerk within 3 business days following the Event. Lost keys will be charged at a rate of \$10 per key.

Section IV – Rules of Use:

In addition to the rules below, the Town of Pomfret reserves the right to place conditions on use of the Town Hall by the Renter at its discretion.

1. Smoking is prohibited in the Town Hall and within 25 feet of any entrance to the building or open window.
2. No open flames are permitted in the building at any time.
3. Do not apply nails, tacks, staples, glue, or tape to any woodwork or plaster. Removable mounting putty is the only material allowed to attach decorations.
4. Do not attach anything to the lighting fixtures.
5. Do not apply wax to the floor.
6. Light bulbs may not be removed for any reason other than replacement of a bulb of the same wattage.
7. Electrical cords may be plugged into proper electrical outlets only.

Section V – Cleaning Requirements:

The Town Hall facility must be left in the same or better condition than it was found. Cleaning supplies will be available in the corner of the kitchen and underneath the sink. The Renter can refer to the following checklist for cleanup:

- Remove all decorations.
- Remove all trash, recycling, and compost from the premises.
- Turn off stove and/or oven.
- Empty refrigerator and wipe down if needed.
- Wash, dry, and return kitchen items to proper storage areas.
- Return rental chairs or tables to proper storage areas.
- Sweep floors and damp-mop any dirty areas.
- Close windows.
- Turn off lights.
- Lock doors.
- Return key(s) to the Town Office within 3 business days.

The Town of Pomfret shall not be held liable for any personal injury, property damage, or loss incurred in connection with the use of the Town Hall. Furthermore, the Town bears no responsibility for any personal belongings that are lost, stolen, or left behind on the premises.

Section VI – Conformance with the Law:

The Renter agrees that the Renter will abide by and conduct their affairs in accordance with the 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.

Section VII – Right of Entry and Termination

The Town, its officers, agents, and employees shall have the right to enter the Facility at any time during the Event to confirm the Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that the 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.