

**TOWN OF WINHALL, VERMONT
FACILITY USE AGREEMENT**

This Agreement is dated this ____ day of _____, 2015 by and between the Town of Winhall and _____. In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY USE PERIOD. The Town allows the applicant to use the _____ in Winhall, Vermont for the following period(s):

Facility: _____

Date(s): _____

Time(s): _____

Purpose: _____

2. DOOR LOCK CODE. Applicant will receive a door lock code prior to the date/s of use. No monetary deposit fee is assessed at this time.

3. OBLIGATIONS OF APPLICANT. At the end of each use period, applicant will return the Facility in a neat, orderly, and clean condition. Applicant will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by applicant and applicant's guests. If applicant and guests cause damage to the Facility, the Town may pursue any/all remedies authorized by law to recover its damages or losses.

4. SMOKING AND ALCOHOL. Smoking is prohibited in this Facility. Possession of Alcohol is prohibited in the Facility. Applicant will not serve or bring alcohol into the Facility nor permit applicant's guests to serve or bring alcohol into the Facility.

5. INSURANCE. Applicant will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Winhall and Winhall School District as additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Applicant will furnish the Town with a certificate of insurance prior to the Event.

If the Applicant does not have insurance, applicant can go to www.ebi-ins.com/tulip and purchase a policy for the event. Follow these steps to purchase:

- 1) Select the Facility - Select from drop-down menu.
Vermont League of Cities and Towns, Property and Casualty Intermunicipal Fund, Inc.
Tenant Users of – Facility Code: - 0406-348
Location: Choose municipality in which event is to be held.
- 2) Qualify Your Event or Activity - Select from drop-down menu - Click next.
- 3) Get Your Quote - Answer some basic questions and enter your contact and billing information.

For more information, contact: tulip@ebi-ins.com or 1-800-507-8414. If the applicant is not able to purchase insurance through T.U.L.I.P., applicant can substitute their homeowner's comprehensive general liability insurance policy in which the Town of Winhall and Winhall School District are named as additional insured with combined single limit coverage of \$500,000. The applicant will furnish the Town with a certificate of insurance prior to the event.

6. INDEMNIFICATION AND HOLD-HARMLESS. Applicant agrees to indemnify and hold the Town, School Board, 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 applicant or applicant's guests, agents or employees.

7. ASSIGNMENT. This Agreement is not assignable to any other person or entity.

8. CANCELLATION. The applicant agrees to notify the Town Administrator as soon as they know that they have to cancel their event.

9. 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 applicant's conformance to this Agreement. If the Town determines, in its sole judgment, that applicant has breached a term of the Agreement, the Town shall have the right to immediately terminate this Agreement prior to the expiration of its term and prior to the conclusion of the Event. If it is determined that the applicant has indeed, breached this Agreement, the applicant will not be allowed to use any Town Facilities for a period of one (1) year from date of breach of this Agreement. The Winhall Select Board may decrease/increase this portion of the Agreement if in their judgment it is in the best interest of the Town of Winhall.

10. CONFORMANCE WITH THE LAW. Applicant agrees that applicant will abide by and conduct its affairs in accordance with the Town of Winhall Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Applicant shall not engage in or allow any illegal activity to occur at the Facility.

The applicant has received a copy of the Town of Winhall's Facility Use Policy, has read it and understands the Policy.

Signature of Applicant: _____

Date: _____

Approval by Town Administrator: _____
(Duly Authorized by Winhall Select Board)

Date: _____

Applicant Information:

_____ Individual

Address: _____

_____ Group

City, State, Zip: _____

_____ Organization

Phone #: _____

_____ Municipal

E-Mail: _____

_____ Other: _____