

TOWN OF WINHALL, VERMONT ~ FACILITY USE POLICY
Adopted June 5, 2019

The Town of Winhall has municipally-owned facilities that are available for use by Winhall residents, Federal, State, local entities, and members of the public. It is the intent of the Town of Winhall (“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. This policy is intended to help ensure that the Town’s facilities will be well maintained, enjoyable, accommodating, provide a safe environment, and that the Town will be fair and consistent with all parties wishing to use its facilities. The facilities are accessible by those with disabilities.

FACILITIES TO WHICH THIS POLICY APPLIES

This Policy shall apply to the following municipal facilities in the Town of Winhall:

1. Community Center (also known as Community Arts Center), 3 River Road
2. Conference Room and Kitchenette at Town Office Building, 115 Vermont Route 30
3. Winhall Memorial Library, 2 Lower Taylor Hill Road (for uses other than Library programs)
4. Highway Garage, 64 Old Town Road (for uses other than Highway operations)
5. Fire Department Building, 107 Vermont Route 30 (for uses other than Fire Dept operations)

PRIORITY OF USE

The Town of Winhall will make these facilities available on a first-come, first-served basis for individuals, groups, and organizations to use during times when the facilities are not being utilized for other programs or by Town staff, boards, commissions, and committees, or Town-sponsored events. At this time, for-profit uses/users are allowed, but must pay a fee for use (see Fees section).

REGULATIONS

The following are strictly enforced at the facilities:

- All recyclable food and drink containers and any cardboard or papers are to be placed in appropriate recycling containers. Winhall is a mandatory recycling community; please use the appropriate recycling container.
- All waste/trash must be carried out by the individual or entity that reserved/used the facility space.
- Facility space must be cleaned and returned to its prior condition immediately following the use/event.
- No drugs or tobacco products *of any kind* allowed in any facility. Smoking/smokeless products are prohibited at all Town facilities.
- No alcohol *of any kind* allowed in any facility, with the exception of the Community Arts Center at 3 River Road. Alcohol shall be allowed if the following provisions are met: the group utilizing the space must have adequate liquor liability insurance and the Town should be named as an additional insured on that insurance policy; attendees are prohibited from bringing in their own alcohol (BYOB); dispensing of alcohol must be completed by a licensed and properly insured caterer.
- The Select Board reserves the right to allow alcohol at other Town facilities, and shall impose restrictions such as those outlined above.
- Profanity and abusive language is prohibited.
- Unauthorized equipment, obstacles, or apparatus are not permitted on/in any facility.
- All forms of unauthorized painting or graffiti, or other means of defacing Town property are strictly prohibited and will result in possible prosecution of the responsible parties.
- The Town of Winhall is not responsible for loss or damage to personal property.
- Do not use a facility if a hazardous condition exists. Report all damage or hazardous conditions to the Town Administrator at (802) 297- 2119.

OBLIGATIONS OF USERS

Users must return the facilities in a neat, orderly, and clean condition after 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.

Applicant/User will be given a single-use door code to unlock and access the building, and will be required to lock up after use. Under no circumstances should the door code be given to anyone else. In the event that the facility has a keyed door, a Town representative will unlock the door in advance of the event and Applicant/User will be required to lock up after use.

FEES

For non-profit community uses, there is no fee for the use of any Town facility. For-profit uses/users will be required to comply with all Facility Use Agreement and Insurance requirements set forth below, and pay a non-refundable use fee of \$35 to the Town in advance.

FACILITY USE 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 Use Agreement for each event/use. Approval for any use will be required per the Agreement before any event/use shall commence. Facility Use Agreements must be provided by Applicant/User to the Town Administrator for approval at least 15 days prior to any proposed event/use.

INSURANCE

Applicant/User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Winhall is listed as an additional insured with combined single limit coverage of \$500,000 per occurrence and \$1,000,000 in the aggregate. Insurance coverage may be under a homeowner's policy, business policy, or third party single-event coverage. Applicant/User will furnish the Town with a certificate of insurance with the Facility Use Agreement.

Applicant may utilize a third-party insurance provider at: www.ebi-ins.com/tulip and purchase a policy for an event. Details: Vermont League of Cities and Towns, Property and Casualty Intermunicipal Fund, Inc.; Tenant Users of – Facility Code: - 0406-348. Questions about this site or coverage eligibility should be directed to: tulip@ebi-ins.com or 1-800-507-8414.

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

This Agreement is dated this _____ day of _____, 2019 by and between the Town of Winhall and _____ . In consideration of the mutual covenants and conditions herein, the parties agree as follows:

FACILITY USE PERIOD

The Town of Winhall allows the Applicant/User to use the following Town-owned facility in Winhall, Vermont for the following period:

Facility: _____

Date(s): _____

Time(s): _____

Purpose: _____

OBLIGATIONS OF APPLICANT

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

CONFORMANCE WITH FACILITY USE POLICY

Applicant and guests are required to abide by all requirements and regulations set forth in the Facility Use Policy.

INSURANCE

Applicant will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Winhall is listed as an additional insured, per requirements set forth in the Facility Use Policy. Applicant will furnish the Town of Winhall with a certificate of insurance prior to the Event/Use.

INDEMNIFICATION AND HOLD HARMLESS

Applicant agrees to indemnify and hold the Town of Winhall, 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.

ASSIGNMENT

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

CANCELLATION

The Applicant agrees to notify the Town Administrator as soon as possible if the Event is cancelled.

RIGHT OF ENTRY AND TERMINATION

The Town of Winhall, 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 breached this Agreement, the Applicant will not be allowed to use any Town-owned 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.

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 read and understands the Town of Winhall’s Facility Use Policy.

Applicant Information:

Address: _____

City, State, Zip: _____

Cell, Office, Home Phone #s: _____

E-Mail: _____

Type of Applicant/User:

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Group | <input type="checkbox"/> School/SU |
| <input type="checkbox"/> Organization | <input type="checkbox"/> Municipality | <input type="checkbox"/> Property Owner(s) |
| <input type="checkbox"/> Non-Profit Business | <input type="checkbox"/> State Agency | <input type="checkbox"/> For-Profit Business |

Signature of Applicant: _____

Date: _____

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

Date: _____