

Proctor, Vermont
FACILITY USE AGREEMENT FOR A ONE-TIME EVENT
[Revised] [April 2022]

This Agreement, dated _____, is by and between the Town of Proctor (hereafter “Municipality”) and _____ (hereafter “User”). This Agreement is not transferrable or assignable to any other person or entity.

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY.

The Municipality grants a license to User to use

_____ (hereafter “the Facility”) for the Event and time period contained herein.

2. OCCUPANCY. Occupancy of the Facility shall be limited to _____ persons, including User’s employees, agents, contractors, licensees, guests, and invitees.

3. EVENT. User is granted a license to use the Facility for the following event and no other purpose:

_____.

User understands that Municipality does not warrant or represent that the Facility is safe and suitable for User’s purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and Facility in connection with User’s purposes that Municipality is providing the premises and Facility on an “as is” basis.

4. DATE and TERM OF USE. Such Event will take place on _____ (month day, year), from _____ (starting time, with a.m. or p.m.) until _____ (ending time, with a.m. or p.m.). User may enter and occupy the Facility _____ (number of minutes and/or hours) before the starting time of said Event to set up the Facility, and may occupy the Facility for _____ (number of minutes and/or hours) after the end time of said Event to clean the Facility.

5. TERMS OF FACILITY USE. The User understands and agrees to all of the following terms of use:

- The sale, possession, consumption, and use of tobacco, marijuana, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
- Animals are not permitted inside the Facility with the exception of service animals.
- No sign or temporary structure may be placed on the premises without obtaining advance written approval from the Municipality. Any signs or temporary structures placed on the premises by User shall be promptly removed by the User at the end of the Event.

- The Facility, its appurtenances, and any equipment contained therein may not be injured, damaged, marred, or defaced in any way. Neither shall nails, hooks, tacks, or screws be driven into any wall or other part of the Facility.
- User is responsible for cleaning the Facility immediately after the Event. This includes sweeping the floor(s), disposing of all trash in trash receptacles, washing all dishes, wiping kitchen counters and tables, and returning all furniture that was moved for the Event to its original locations.
- Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities.
- User is responsible for the cost of all repairs to the Facility required as a result of damage caused by User or User's employees, agents, contractors, licensees, guests, or invitees.
- Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
- For all Events involving minors (persons 17 years or under), there shall be at least 2 adult(s) over 18 years of age for every 10 minors for the duration of the Event.

User also understands and agrees that **(i)** it is responsible for all actions of its participants and guests; **(ii)** any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Municipality; and **(iii)** Municipality reserves the right to immediately terminate this Agreement and User's use of the Facility in the event of any violation of the foregoing terms of use without liability to Municipality. In the event that User's use of the premises and facilities involves participants who are minors (including the minor children of participants), then User shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult.

6. SALE, POSSESSION, CONSUMPTION, AND USE OF ALCOHOLIC BEVERAGES.

The sale, possession, consumption, and use of alcoholic beverages in conjunction with the Event are permitted as contained herein; or not permitted as marked below:

Permitted ☐ Not Permitted ☐ User acknowledgment (initials) _____

- User understands that the sale, possession, consumption, and use of alcoholic beverages in the Facility are subject to state and federal law. User understands that User is solely responsible for obtaining any liquor license or permit that is required by state and federal law.
- User and/or User's employees, agents, contractors, licensees, guests, and invitees shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. User and/or User's employees, agents, contractors, licensees, guests, and invitees shall require proof of age of all persons prior to serving them with alcohol.
- User acknowledges that the Municipality does not condone the irresponsible use of alcoholic beverages. It shall be User's sole responsibility to monitor the use of alcoholic beverages by User's employees, agents, contractors, licensees, guests, and invitees.

7. VACATING FACILITY. At the expiration of the above stated date and time, or upon the earlier termination of this Agreement, User will promptly and peaceably vacate the Facility and remove its employees, agents, contractors, licensees, guests, and invitees and their

property from the Facility and conduct the cleaning activities specified in Section 5 of this Agreement so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event.

- 8. INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY.** The Municipality is not liable for any injury to persons or loss or damage to private property which occurs during the Event. User is financially responsible for any damage to or loss of Municipality property that occurs during the Event.
- 9. USER FEE AND SECURITY DEPOSIT.** User will pay the Municipality a user fee of \$ 0 at the time of signing this Agreement. At the signing of this Agreement, User will also pay the Municipality a security deposit of \$100 plus an additional security deposit of \$200 if alcohol will be furnished, served, or consumed at the Event.
- 10. RETURN OF SECURITY DEPOSIT.** Promptly after the Event, the Municipality will inspect the Facility. If no damage has been caused to the Facility, and if cleaning activities specified in Section 5 of this Agreement have been conducted so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event, the Municipality will return the security deposit to User by first class mail within seven business days. If damage has been caused to the Facility, or cleaning activities specified in Section 5 of the Agreement have not been carried out, Municipality may retain all or a portion of the security deposit and give written notice to User specifying the amount retained and the reasons therefor. In addition to retaining the security deposit, the Municipality may pursue any additional remedies authorized by law to recover its damages or losses.
- 11. INSURANCE.** User will procure and maintain, at its sole cost and expense, comprehensive general liability insurance for the Event in which the Municipality is named as an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement. For users that do not maintain comprehensive general liability insurance to meet this requirement, PACIF allows renters to purchase a Tenant User Liability Insurance Policy (TULIP) in an online process that automatically forwards proof of the coverage to the municipality. More information on TULIP can be found here <https://www.vlct.org/resource/tulip>.

In addition to the above, if alcohol will be furnished, served, or consumed at the Event, User agrees to the following additional provisions:
 - a. User will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Municipality is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement.
 - b. If User 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 \$2,000,000 in the aggregate, and liquor liability insurance

with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Municipality and User shall both be named as additional insureds. User will furnish the Municipality with a certificate of such insurance 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 Municipality. The Municipality shall be named as an additional insured on the host liquor liability insurance.

12. INDEMNIFICATION AND HOLD-HARMLESS. User agrees to indemnify and hold the Municipality, 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 User and User's employees, agents, contractors, licensees, guests, and invitees.

13. CANCELLATION. The user fee will not be refunded if notice of cancellation is received by the Municipality less than 10 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 user fee and security deposit will be refunded.

14. RIGHT OF ENTRY AND TERMINATION. The Municipality, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm User's conformance to this Agreement. If the Municipality determines, in its sole judgment, that User has breached a term of this Agreement, the Municipality shall have the right to immediately terminate this Agreement prior to the expiration of its term without any refund to User.

15. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with the Municipality's Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility during the contracted time frame for its entry and use.

16. ENTIRE AGREEMENT. This Facility Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

I, _____ (printed name of User), acting on my own behalf and also acting on behalf of _____ (name of organization, if applicable), being fully authorized to do so, hereby waive and release any and all claims against Town of Proctor, together with its various departments, employees, officers, elected officials, agents, and any and all other persons or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the use of any facilities pursuant to this Agreement, and further undertake to

defend and indemnify all of the aforesaid parties against any and all such claims and forever hold them harmless from the same. **I also certify that I have read this form and that all information stated herein, including any information on the facility use policy appended hereto, is true to the best of my knowledge, information, and belief.**

Signature of User

Date: _____

Address of User: _____ Cell phone #: _____

APPROVED BY THE Town of Proctor **Date:** _____

By _____, **duly authorized Agent**