

**TOWN of DOVER, VERMONT
TOWN HALL USER AGREEMENT**

This User Agreement, is dated _____, 20__ by and between the Town of Dover and _____ . In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **AVAILABILITY** The Dover Town Hall shall be available on a first come first serve basis to all Dover taxpayers, permanent residents, non-profit groups and organizations both private and public with prior consent by the Dover Select board or the Town Clerk.
2. **SECURITY DEPOSIT.** There is no fee to use the Town Hall, unless specifically determined by the Select board. The Town Hall is not intended for and may not be used for private profit. User will pay the Town a security **deposit of \$200.00** at the signing of this User Agreement.

A reservation does not constitute confirmation if the Town Clerk determines that the Select board must review the request. All groups, organizations and individuals must reserve space with the Town Clerk within a reasonable period of time prior to use.

3. **OBLIGATIONS OF USER.** User will return the Facility in a neat, orderly and clean condition. The facility and its contents shall be returned to at least the same condition that existed prior to use, or better. User will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by User and User's guests. After the event, an inspection and inventory will be conducted. At that time, if there are any damages or missing items from the Town Hall a cost to repair the damages or replace those items is the sole responsibility of the organization or person(s) who reserve the hall. Paraphernalia from the Town Hall shall not be removed from the premises. **The undersigned agrees to the terms of the Town Hall Rules & Procedures. (See attached).**

Use of the facilities may be revoked at any time for failure to abide by the rules and procedures as described in the User Agreement in the Town's sole and absolute discretion. All groups, organizations and individuals must sign and date a Use Agreement prior to each use.

4. **EMERGENCY USE** If the Town Hall has been reserved and the Town determines, in its sole and absolute discretion, during an emergency situation that it needs to utilize the Town Hall for Emergency Operation or Recovery Efforts the User will be given as much notice as possible by the Town Clerk that the Town Hall will be unavailable. Although the Town of Dover will have no responsibility for any loss that may occur to anyone who may have reserved the Town Hall, the Town may attempt to assist the User with an alternative. However, no costs for this alternative will be borne by the Town.
5. **OCCUPANCY.** Occupancy of the Facility will be limited to 100 persons for a fixed seating or 200 persons for general occupancy.
6. **SMOKING.** Smoking is prohibited in the Facility and the Town property.
7. **RETURN OF SECURITY DEPOSIT.** Within seven days following the Event, the Town will inspect the Facility. If User and guests have not caused any damage to the Facility, the Town will return the security deposit to User by first class mail within seven days. If User and guests *have* caused damage to the Facility, Town may retain all or a portion of the security deposit. If the Town retains any of the deposit, it will give written notice to User specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.
8. **ALCOHOL.** If alcohol will be furnished, served or consumed at the Event, User agrees to contract with a licensed caterer who will furnish a **certificate of insurance** prior to the Event. No alcohol will be sold at the Town Hall.

A. 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 \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000.00 per occurrence and \$2,000,000.00

in the aggregate. Town and User shall both be named as additional insureds. User will furnish the Town with a certificate of such insurance prior to the Event.

B. User and User's guests 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 guests shall require proof of age of all persons prior to serving them with alcohol.

C. User acknowledges that the Town 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 guests.

9. INDEMNIFICATION AND HOLD-HARMLESS. User agrees that the use of the facility is undertaken at the User's own risk and that the Town will not be held liable for any claims, injuries to person or property, actions, liens, damages, judgments, suits, penalties and demands (Claims & Damages) of whatever nature incurred by the User, User's guests, agents or employees. User agrees to and shall indemnify and hold harmless the Town, its officers, agents, and employees from any loss or liability which may result from Claims and Damages from any cause arising from, connected to or resulting from the use and occupancy of the Facility by User and User's guests, agents, or employees. Further, User shall pay in full on demand by the Town and shall defend against any Claims and Damages and shall promptly reimburse the Town for any actual loss or liability, including reasonable attorney's fees, arising from connected to or resulting from the use and occupancy of the Facility by User and User's guests, agents or employees.

10. ASSIGNMENT. This User Agreement is not assignable or transferable 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 User's conformance to this Agreement. If the Town determines, in its sole and absolute discretion, that User has breached a term of this Agreement, the Town shall have the right to immediately terminate this Use Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to User.

12. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with the Town of Dover 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.

The parties have executed this Agreement at Dover, Vermont this ____ day of _____, 20___. The undersigned certifies that he/she has read this Agreement in its entirety, and understands the terms and agrees to be bound thereby. **Also the undersigned agrees to the terms of the Town Hall Rules & Procedures which are attached hereto and incorporated herein by reference.** (See attached).

**The undersigned acknowledges the following:
He/she is a resident or taxpayer of Dover, will or will not (please circle one) be using the Town Hall kitchen facilities.**

The undersigned acknowledges receipt of key number: _____

USER NAME: _____ **Signature:** _____

Address _____

Telephone _____ **Date of Town Hall Use:** _____

(Group or Organization, if applicable) _____

TOWN CLERK signature: _____

Adopted April 5, 2016 by the Dover Select Board
Randall Terk _____
Victoria Capitani _____
Linda Holland _____

Tom Baltrus _____
Joe Mahon _____