**Windham Community Meetinghouse**

**Facility Rental Agreement (Draft)**

(Residents, profit and non-profit organizations)

This Rental Agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between the Town Of Windham and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Address), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Phone) (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

**1. FACILITY.** The Town rents **Windham Community Meetinghouse** to Renter for the event described below.

**2. EVENT.** Renter will use the Facility for the following event:

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**3. DATE and TERM.** The date of the Event will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_ (a.m./p.m.) until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(a.m./p.m.) **or** for the following Rental Period(s):

*Insert the date(s) and time(s) when the Renter will be allowed to use the Facility:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**4. RENT.** Renter will pay the Town a deposit rental fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the signing of this Rental Agreement. Renter will also pay the Town of Windham a security deposit of $\_\_\_\_\_\_\_\_\_\_\_ at the signing of this Rental Agreement. Windham-based non-profit organizations may rent free but must pay a security deposit of $\_\_\_\_\_\_\_\_\_\_\_.

**5. OBLIGATIONS OF RENTER.** At the end of the rental term, Renter will return the Facility to a neat, orderly, and clean condition. Renter will be responsible for, and liable to the Town for all repairs to the Facility required as a result of damage caused by Renter and/or Renter’s guests.

**6. OCCUPANCY.** Occupancy of the Facility will be limited to \_\_\_\_\_\_\_\_ persons.

**7. SMOKING.** Smoking is prohibited in the Facility.

**8. ADMISSION.** Renter shall not charge admission to any guest or persons on the premises, except in the case of non-profit organizations.

Revised July 2019

**9. INSURANCE.** Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Windham is an additional insured with combined single limit coverage of $1,000,000 per occurrence and $1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance a minimum of 14 days prior to the Event. Windham-based non-profit organizations will be exempt from the liability insurance.

**10. RETURN OF SECURITY DEPOSIT.** Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the Town will return the security deposit to the Renter by first class mail within seven business days. If Renter and/or guests have caused damage to the Facility, the Town may retain all or a portion of the security deposit. If the Town retains any of the rental deposit, it will give written notice to Renter 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. **All trash must be taken with you, otherwise there will be a charge of $50.00 that will be taken out of your security deposit.**

**11. ALCOHOL.** If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms.

1. An additional security deposit of $100 is due at the signing of this Rental Agreement.

1. If Renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Windham is an additional insured with combined single coverage of $1,000,000 per occurrence and $1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance 14 days prior to the Event.
2. If Renter will contract with a caterer or third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at is 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, and liquor liability coverage insurance with combined single limit coverage of $1,000,000 per occurrence and $1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance 14 days prior to the Event.
3. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.
4. Renter and/or Renter’s guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated. Renter and/or Renter’s guests shall require proof of age of all persons prior to serving them alcohol.
5. Renter acknowledges the Town does not condone the irresponsible use of alcoholic beverages. It shall be the Renters sole responsibility to monitor the use of alcoholic beverages by Renter’s guests.

Revised July 2019

**12. INDEMIFICATION AND HOLD HARMLESS.** Renter agrees to indemnify and hold the Town, 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 Renter and Renter’s guests, agents or employees.

**13. ASSIGNMENT.** This Rental Agreement is not assignable to any other persons or entity.

**14. CANCELLATION.** The rental fee will not be refunded if notice of cancellation is received less than five 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 rental fee and security deposit will be refunded.

**15. RIGHT OF ENTRY AND TERMINATION.** The Town, its officer, agents and employees shall have the right to enter the Facility at all times during the Event to confirm Renter’s conformance to this Agreement. If the Town determines, in its sole judgment, that 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 Renter.

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

The parties have executed this Agreement at Brookline, Vermont on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

**TOWN OF Windham RENTER**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Duly authorized agent) Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Organization, if applicable)

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| --- |
| **DEPOSIT RENT**  Amount $\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_  Payment $\_\_\_\_\_\_\_\_\_\_\_\_  Date \_\_\_\_\_\_\_\_\_\_\_\_\_  Refund $\_\_\_\_\_\_\_\_\_\_\_\_ |

Revised July 2019

Guidelines for return of security deposit:

* No confetti
* No music may be played after 11PM for ANY event
* All decoration must be removed. This includes tape, tacks, etc.
* All furniture must be returned to its original location.
* All floors must be swept and clean. Any spills must be wiped up.
* Thermostats are to be returned to 60 in the winter and turned off in the summer.
* All lights must be turned off and no water is to be left running in the kitchen or bathrooms.
* All doors and windows should be locked.
* Renters have until 8:00 A.M. the following day to have the premises clean.
* The building closes at 12:00 midnight.
* All beverages must be kept in the rented area.
* Any dishes used must be washed, dried and put away. Stove must be cleaned, if used.
* **All trash must be taken with you, otherwise there will be a charge of $50.00 that will be taken from the security deposit.**