

Town of Hartland
PO Box 349
Hartland VT 05048-0349
(802) 436-2464

Damon Hall Rental Policy

1. **Rental Agreement:** For any use of Damon Hall, a rental agreement must be filled out and the Town Manager must approve all uses.
2. **Priority of Use:** The Town of Hartland will make these facilities available on a first-come, first-served basis for individuals, groups, and organizations to rent during times when the facilities are not being utilized for Town of Hartland programs or by Town staff, boards, commissions, and committees, or Town of Hartland-sponsored events.
3. **Rates:** The following rates will apply to all organizations, private parties, and to all groups or entities charging entry fees:
 - \$25 - Hartland-based nonprofit and community service organizations
 - \$200 - Nonprofit organizations not based in Hartland
 - \$300 - For-profit organizations and private parties

Memorial services for town residents are free but will still need a Certificate of Insurance

4. **Insurance.** All renters must provide a Certificate of Insurance for \$1,000,000.00 general liability coverage before a key will be given out. Tenant Renter Liability Insurance can be purchased at <https://app.gatherguard.com/?f=0406> Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Hartland is an additional insured with combined single limit coverage of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the event.

The Town is not liable for any injury to persons or loss or damage to private property which occurs during the Event. Renter is financially responsible for any damage to or loss of Municipality property that occurs during event.

5. **Deposit:** All renters will pay a \$200 deposit when agreement is signed. Deposits will be returned when key is returned (due next business day). Lost keys will be subject to a \$200.00 Damon Hall rekeying fee.

Promptly after the event, the municipality will inspect the facility. If no damage has been caused to the facility the Municipality will return the security deposit by first class mail. If damage has been caused to the facility, or cleaning activities specified by the town have not been carried out, Municipality may retain all or a portion of the security deposit and give written notice to Renter 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 damage or losses. Any costs incurred by the Town for removing excess trash will be taken from the deposit.

6. Facility Use:

- The kitchen is available to all rentals. Dishes, pots/pans, utensils, etc. must be cleaned, dried and returned to shelves by renter. Sponges, soaps, dishtowels will need to be provided by the renter. Any dishes used must be washed, dried, and put away and stove must be cleaned if used.
- The building closes at midnight for all rentals.
- Renter is responsible for cleaning the facility immediately after the event.
- All furniture must be returned to its original location.
- Confetti or glitter cannot be used.
- All floors must be swept and clean, all spills must be wiped up.
- Thermostats must be turned to 60 degrees 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 kitchens or bathrooms.
- All doors and windows should be locked.
- All beverages must be kept in the rented area.
- All trash must be taken with you. Any costs incurred by the Town for removing excess trash will be taken from the deposit.

Renter understands and agrees that (i) they are responsible for all actions of its participants and guests; (ii) any person(s) in violation of this agreement will be expected to immediately vacate the premises of the Municipality; and (iii) Municipality reserves the right to immediately terminate this Agreement and Renter's use of the Facility in the event of any violation of the foregoing terms of use without liability to the Town. In the event that Renter's use of the facility involves participants who are minors (including the minor children of participants), then Renter 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.

- a. 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 its sole and liquor liability coverage insurance with combined single-limit coverage of \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such Insurance prior to the event.
- b. 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.
- c. 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.
- d. Renter acknowledges the Town does not condone the irresponsible use of alcoholic beverages. It shall be the Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

7. **Indemnification 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.
8. **Assignment:** This rental agreement is not assignable to any other person or entity.
9. **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.
10. **Duplicate keys:** Making duplicate keys is strictly forbidden. Anyone found in possession of an unauthorized duplicate key will be prohibited from future use of the Hall and may also be liable for the cost of replacing locks and making new keys.
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 Renter's conformance to this Agreement. If the Town determines, in its sole judgement, 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.
12. **Conformance with the Law:** Renter agrees the Renter will abide by and conduct its affairs in accordance with the Town of Hartland 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.
13. **Rental for Children's Events:** For all events involving minors (persons 17 years or under), there shall be at least 2 adults over 18 years of age for every 5 minors for the duration of the event.
14. **Prohibitions:** The sale, possession, consumption, and use of marijuana and illegal drugs are forbidden in the Facility and on its grounds (parking lots and walkways). Smoking tobacco is prohibited at Damon Hall, except for at the designated smoking area. Animals are not permitted inside Damon Hall during rental events, with the exception of service animals. No material may be glued, taped, pinned, or nailed to any wall or ceiling. Use of Damon Hall shall not create any nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities
15. **Liability for Damage:** Upon investigation, persons/groups may be held liable for damage to Damon Hall and/or furnishings, based on a preponderance of evidence substantiating the cause of damage.
16. **Securing Building:** Responsible persons are expected to turn off lights, secure doors and windows where applicable, and report any damage to the Town Manager as soon as possible.

17. **Emergency numbers:** For all emergencies, please call 911. When a minor need involving the building or any building system arises outside of maintenance personnel normal work hours, please contact the Highway Foreman (802) 738-5673.
18. **Capacity and Fire Exits:** The maximum capacity for Damon Hall is 150. Fire/Emergency exits shall not be locked or blocked during events.
19. **Snow/Ice Conditions:** Renters are expected to clear walkways/stairs to the Hall when the event occurs outside of normal business hours at or before the time of the event to the degree which provides safe entrance/exit from Damon Hall. Shovel and salt are provided at or near the front steps and back entrance.
20. **Parking:** Vehicles are not permitted anywhere other than in designated parking spaces outside of the facility.
21. **Theatrical Lighting:** The piano and theatrical lighting in Damon Hall does not belong to the Town of Hartland and is not included in the rental of the Hall. Anyone interested in using the piano or theatrical lighting must contact Hartland Community Arts, Inc. to obtain express written permission to do so after satisfying insurance and other requirements of the HCA Board. Applications should be submitted at least 30 days in advance of the event to hartlandcommunityarts.org.
22. **Admission:** Renter shall not charge admission to any guests or persons on the premises, except in the case of non-profit organizations.
23. **Indemnification 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 employee.

**Town of Hartland
Damon Hall Rental Agreement**

In consideration of the mutual covenants and conditions herein, the Town rents Damon Hall to Renter for the event described below. The parties have executed this Agreement at Hartland, Vermont as follows:

Name/Organization: _____

Phone: _____

Email: _____

Address: _____

Event Date: _____

Event Description: _____

I, the undersigned, have read and understand the Damon Hall Rental Policy

Signature

Date

Please use 2 different checks for security deposit & rental fee. Your security deposit check will be returned if the guidelines have been followed and keys have been returned.

Checks made payable to “The Town of Hartland.”

Deposit Amount Due: \$200.00

Rental Amount Due: _____