

TOWN of MARLBORO, VERMONT
~ FACILITY USE AGREEMENT ~

This Use Agreement is dated _____ by and between the Town of Marlboro (the Town), and _____ (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. Renter will use the _____ facility for the following EVENT :

2. DATE and TERM. The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.).
3. RENT. There is no rent charged for use of town facilities. . Donations are strongly encouraged if using the Town House during heating season, to defray the costs of heating
4. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility in 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 Renter's guests.
5. OCCUPANCY. Occupancy of the Town House will be limited to 125 persons. Occupancy of the Muster Field and other Town properties will be 250 people.
6. SMOKING. Smoking is prohibited in Town owned buildings.
7. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Marlboro 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 prior to the Event. This requirement is limited to all non-town sponsored events.
8. ALCOHOL. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:
 - A. If Renter will furnish or serve alcohol at the Event renter must do so through a professionally licensed and insured caterer or third party. The contract with the caterer or other licensed third party will note that such 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 \$1,000,000 in the aggregate, and liquor liability coverage insured 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 prior to the Event.

B. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the 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 or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.

D. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

9. 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.

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

11. CANCELLATION. The town shall be notified of cancellation at the soonest possible date.

12. 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 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.

15. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Marlboro 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 Marlboro, Vermont
this _____ day of _____, 20__

TOWN OF MARLBORO

RENTER

By _____
(duly authorized agent)

Address: _____

Town _____ St ___ Zip _____

(Organization, if applicable) Contact info: