

Town of North Hero, Vermont  
FACILITY RENTAL AGREEMENT

This Facility Rental Agreement, dated \_\_\_\_\_, 20\_\_ by and between the Town of North Hero (the Town), and \_\_\_\_\_, (the Renter).

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

1. FACILITY. The Town rents to Renter Camp Ingalls, 1769 South End Road, North Hero, Vermont (the Facility) for the Event described below. Renting of either or both facilities also includes the field for parking or other activities, and picnic areas.

2. EVENT. Renter will use the Facility/ies for the following Event:

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For \_\_\_\_ the Long House; \_\_\_\_ the field cabin. Please check one or both.

Yes / No Will Renter will furnish or serve alcohol at the Event, (see Section 10 B), OR

Yes / No Will Renter will contract with a caterer or other third party to furnish or serve alcohol at the Event, (See Section 10C)

Yes / No Was the Renter approved for more than 100 people?

Yes / No Was Renter approved for public event with entrance fees?

Yes / No Was Renter approved for outdoor electronic amplified music such as DJ or a live electronic band?

If alcohol will be furnished, served or consumed at the Event an insurance rider must be obtained by application through Vermont League of Cities and Towns Tulip website. (<https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>)

3. DATE and TERM. The date of the Event will be \_\_\_\_\_, from \_\_\_\_\_ (a.m./p.m.) until \_\_\_\_\_ (a.m./p.m.). Access to the facilities can occur on the day before the event for preparation and on the day after the event for cleanup. For individuals not familiar with the facility, a representative of the Town will escort the Renter through the facility and identify things of importance (eg. fire extinguishers, alternate exits, operation of hot water heater, etc.) The key to the facility will be available from the town office and must be returned within two days after the actual event.

4. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$100 at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$200 at the signing of this Rental Agreement.

5. OBLIGATIONS OF RENTER. The Renter will be considerate of neighbors when coming and going, and minimize noise outside of the facility. 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 and surroundings required as a result of damage caused by Renter and Renter's guests. (ie. damage caused by vehicles.)
6. OCCUPANCY. Occupancy of the Facility will be limited to fewer than 100 persons unless specifically allowed in the permit.
7. SMOKING. Smoking is prohibited in the Facility.
8. 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 and surroundings, the Town will return the security deposit to Renter by first class mail within seven days. If Renter 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 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.
9. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of North Hero is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. If a caterer or other third party to furnish or serve alcohol, additional insurance is required, see Section 10. Renter will furnish the Town with a certificate of insurance as a rider to the application for the Event.

Insurance event coverage is to be obtained through: The Vermont League of Cities and Towns Tulip website at <https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>. The venue ID is 0406-369.

10. ALCOHOL. If alcohol will be furnished, or served consumed at the Event, Renter agrees to the following additional terms:
  - A. If Renter will furnish or serve alcohol at the Event, Renter will procure insurance described in Section 9, which includes liquor liability and/or host liquor liability coverage insurance.
  - B. If Renter 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 \$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 insurance as a rider to the application for the Event.

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.

11. 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.

12. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

13. CANCELLATION. If notice of the cancellation of the event is received by the Town Clerk's office more than one calendar week prior to the event, refund of the deposit will be made in full. The rental fee will not be refunded if notice is received less than one week 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.

14. 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 North Hero 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.

For the Town of North Hero

By \_\_\_\_\_  
PO Box 38, North Hero, VT 05474

For the Renter

By \_\_\_\_\_

The parties have executed this Agreement at \_\_\_\_\_, Vermont this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_. North Hero, VT 05474

APPENDIX

Renter's full name \_\_\_\_\_

Renter's full address \_\_\_\_\_, \_\_\_\_\_,

Renter's \_\_\_\_\_(phone), \_\_\_\_\_(e-mail)

Agent's full name \_\_\_\_\_

Agent's full address \_\_\_\_\_, \_\_\_\_\_,

Agent's \_\_\_\_\_(phone), \_\_\_\_\_(e-mail)

Application Check List

- \_\_\_\_\_ Rental Fee
- \_\_\_\_\_ Security Deposit
- \_\_\_\_\_ Certificate of combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- \_\_\_\_\_ If alcohol will be furnished, or served consumed at the Event, Renter has provided liability insurance as per Section 10 A.
- \_\_\_\_\_ If Renter 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 as per Section 10B.

Event coverage is to be obtained through: The Vermont League of Cities and Towns Tulip website found at <https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx> The venue ID is 0406-369