

TOWN OF BENNINGTON FACILITIES RENTAL CONTRACT

Type of Event	Date	Start Time	End Time

Rental Fees: Make checks payable to: **Town of Bennington**

- Resident, NO CHARGE
- For profit event, \$75.00/day
- Non-Resident, \$125.00/day
- Joint venture between town & others, No Fee
- Non-Profit, No fee
- Town Event, No Fee

Other Fees to the Town:

- Security Deposit Resident, \$125.00
- Security Deposit Non-Resident, \$150.00

Total Due _____

- Payment Method: Check – Cash – Credit Card (credit card is subject to a 3% convenience fee)

Additional Requirements:

- \$1,000,000 Certificate of Insurance
- Approved Alcohol Permit (Policy Attached)
- Use of Lift to gain access to 2nd floor

Special Conditions for use:

~~~~~OFFICE USE ONLY~~~~~

Board of Selectmen, Town of Bennington:

Approved       Not approved

Date Fee Paid \_\_\_\_\_ Amount Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_

Date Security Paid \_\_\_\_\_ Amount Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_

Confirmation Date \_\_\_\_\_

Notifications: Police \_\_\_\_\_ Other \_\_\_\_\_

Signatures: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS

1. Renter is responsible for leaving the building in a clean and orderly and safe fashion.
  - a. All trash **MUST** be removed from the premises
  - b. Floors shall be swept clean.
  - c. Chairs and tables are to be returned to original locations.
  - d. Bathrooms must be left in an acceptably clean condition
  - e. Lights and electrical appliances turned off and unplugged before departure.
  - f. Doors and windows shall be closed and locked.
  - g. Heat **MUST** be turned down to 50 degrees.
  - h. If Lift is needed, at no time shall children be allowed on or in the Lift without adult supervision.
  - i. Facility Key must be returned to the Town Office as soon as possible after event.
2. All functions shall be limited to a maximum of 5 hours. For all evening functions the building must be vacated by 1:00 am.
3. Not more than 140 persons shall occupy the building during the event per Fire Code Regulations.
4. Absolutely no smoking shall be permitted in any part of a public building.
5. Absolutely no alcohol or illegal drugs shall be possessed or consumed in or around any public building.
6. The security deposit shall be returned after the building representative has performed the post event inspection and determines that no damage has occurred and the clean-up and removal of event waste has been completed. If damage has occurred the deposit will be held until such time as repairs have been completed. The cost of these repairs will be deducted from the security deposit and the balance will be returned to the Renter with an itemized list of applicable charges. The Renter shall be responsible for any costs exceeding the security deposit amount. Fees collected for the building use do not apply toward damage or clean-up costs.
7. The Renter shall be instructed as to which parts of the applicable building shall be considered off limits for use of the function.
8. The building representative and/or other town official shall retain the right to terminate the use of the building for any infraction of this agreement or for violation of local or state statutes.
9. Use of the facilities for the preparation of food shall not be allowed.
10. Certificate of Insurance shall be provided by all groups except Community Groups. The Town of Bennington shall be listed on the Certificate as Additional Insured.
12. All Renters agree to indemnify and hold harmless the Town of Bennington from liability that may arise in connection with their use of town property.
13. All decorative materials and fastening methods (where applicable) need approval for use in advance.
14. The town reserves the right to amend these conditions based upon the specific needs of the proposed function. Such changes shall be established and incorporated into this agreement prior to the commencement of the function.
15. The Town, its officers, agents and employees shall have the right to enter the facility at any time during the event to confirm renter's conformance to this agreement.
16. The Renter **MUST** obtain the key to the facility at a date/time arranged by the Town Office Staff and the renter. The key **MUST** be returned to the Town Office as soon as possible after the function has finished.

17. The user agrees to abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations and ordinances of the Town of Bennington. User shall not engage in or allow any disorderly, unruly, loud, unsafe or illegal activity at the Town Facility/Premises.

I agree to accept responsibility for and abide by all of the above-mentioned rules including amendments if applicable. I assume responsibility for any damage of the facility during the rental period.

Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Renter Information:

Organization: \_\_\_\_\_

Contact and/or Alternate Contact: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Distribution: Renter, Building Representative, Chief of Police, Fire Chief, Town Office