BRAINTREE TOWN HALL RENTAL AGREEMENT

The Town of Braintree (Town) and_____(Renter), being at least 18 years of age, agree as follows:

1. TOWN HALL. The Town rents to Renter the Town Hall in Braintree, Vermont.

2. PURPOSE. Renter will use the Town Hall for the following event:
   _____
   _____
   _____

3. DATE and TERM. The date of the event will be _____, from _____(a.m./p.m.) until____ (a.m./p.m.).

4. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of $150.00 at the signing of this rental agreement. Renter will also pay the Town a security deposit of $150.00 at the signing of this rental agreement.

5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Town Hall in a neat, orderly, and clean condition. If there is damage done to the Town Hall, Renter will report it to Grace Persons, Assistant Town Clerk. Renter will be responsible for, and liable to, the Town for all repairs required as a result of damage caused by Renter and Renter's guests.

6. OCCUPANCY. Occupancy of the Town Hall will be limited to 100 persons.

7. SMOKING. Smoking is prohibited in the Town Hall and on the premises.

8. QUIET HOURS. Renter will not permit or allow noise after 10:00 p.m. specifically noise disturbing sleep at the residences across the street.

9. RETURN OF SECURITY DEPOSIT. Following the event, the Town will inspect the Town Hall. If Renter and guests have not caused any damage to the Town Hall, and have returned the Hall in a "neat, orderly & clean condition," the Town will return the security deposit to Renter by first class mail. If Renter and guests *have* caused damage to the Town Hall, 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 losses.

10. ALCOHOL. If alcohol will be furnished, served, or consumed at the Town Hall, Renter agrees to the following additional terms:

    A. An additional security deposit of $350.00 is due at the signing of this rental agreement.

B. Renter will procure and maintain, for the duration of the event, liquor liability insurance in the amount of $1,000,000 each occurrence. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Town Hall with the prior written approval of the Town. The Town is to be named as an additional insured on the liquor liability insurance.

C. If alcohol is furnished, served, or consumed at the Town Hall and Renter does not pay the additional security deposit or procure the requisite liability insurance, Renter will pay to the Town a penalty in the amount of $350.00 and will be thereafter prohibited from renting the Town Hall again. This penalty shall be in addition to any remedy available to the Town for breach of this Rental Agreement and shall not be construed as liquidated damages or as a limitation of Renter's liability for breach of this Rental Agreement.

D. 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.

11. NON-LIABILITY OF TOWN. Renter agrees to indemnify and hold the Town 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 Town Hall by Renter and Renter's guests or agents, excepting, however, claims of negligent acts and defaults of the Town in respect to the physical condition of the Town Hall not caused or contributed to by Renter.

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

13. CANCELLATION. The rental fee will not be refunded if notice is received less than ten days before the scheduled event unless the Town Hall is subsequently rented for the same date. The security deposit will be refunded if the Town Hall is not used. In the event of a power outage or other event that may render the Town Hall unusable, the rental fee and security deposit will be refunded.

The parties have executed this Agreement at _____, Vermont this _____ day of _____, 20_____.

TOWN OF BRAINTREE
By_____
(Duly authorized Agent)

RENTER

_____
Address:_____
Town_____ ST____ Zip_____

_____
(Organization, if applicable)

Approved 8/15/2017