

TOWN HOUSE RENTAL AGREEMENT

Rev. August 10, 2022

This Rental Agreement, dated _____ 20__ is by and between the Town of Strafford (the Town) and _____, (the Renter). The parties agree as follows:

1. FACILITY: The Town rents to Renter the Town House in Strafford, Vermont (the Facility) for the Event described below.
2. EVENT: Renter will use the Facility for the following Event:

3. DATE(S) and TERM: The date(s) of the Event will be

Date: _____ from _____ (a.m. /p.m.) until _____

4. RENTAL FEE:

Resident Users	\$ _____	
Non-Resident User	\$ _____	
Additional Fees	\$ _____	
Deposit	\$ _____	150.00 with Rental Agreement
Total Due	\$ _____	Rental Agreement

5. OBLIGATIONS OF RENTER: At the end of the rental term, Renter will leave 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. Every participant in a Town House function is responsible for suitable conduct to help preserve this historic building in exchange for the privilege of using it.
6. OCCUPANCY: Occupancy of the Facility will be limited to 200 persons. The gallery will not be available for use, except for the purpose of stage lighting.
7. SMOKING, USE OF ALCOHOL OR ILLEGAL SUBSTANCES: All are strictly prohibited on the premises.

8. **INSURANCE:** Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Strafford 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 proof of coverage through an existing policy by providing a Certificate of Insurance on an ACORD form issued through their insurance agent. Evidence of such coverage will be provided two weeks prior to the event. If Renter cannot provide liability insurance to protect the Town from being held responsible if anything untoward occurs during the event, the renter must purchase a Tenant User Liability Insurance Policy (GATHERGUARD) prior to the Event.

How to purchase GATHERGUARD:

- Go to <https://app.gatherguard.com/?v=0406-012>
 - With one click the renter will be placed directly in the GatherGuard application. Using the link will bypass the GatherGuard introductory page and eliminates the need to manually enter the code. Venue information will auto fill.
 - Venue ID Code: 0406-012
 - When booking events, the venue provides event holders with the venue ID code and URL: gatherguard.com.

Once the renter purchases a policy, the municipality is listed as an Additional Insured and will automatically receive a Certificate of Insurance via email that will document the purchase and coverage limits of liability.

9. **INDEMNIFICATION AND HOLD-HARMLESS:** Renter agrees to indemnify and hold-harmless the Town, its officers, agents, and employees 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 Rental Agreement is not assignable to any other person or entity.
11. **CANCELLATION:** If the event is cancelled by the Renter for any reason, 50% of the rental fee will be retained by the Town and considered a tax-deductible contribution. The remaining 50% of the rental fee will be returned to the Renter. If the event is cancelled by the Town for any reason not due to Renter's breach of contract, the full rental fee will be refunded.
12. **BREACH OF CONTRACT:** 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.
13. **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.

14. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Strafford Town House 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 agree to the above conditions for use of the Strafford Town House, and have signed this Rental Agreement on this _____ day of _____, 20____.

TOWN OF STRAFFORD
By _____
(Duly authorized Agent)

RENTER _____
Address: _____

(Organization, if applicable) _____

Please sign and return this copy to the Strafford Town Clerk’s Office, P.O. Box 27, Strafford, VT 05072, together with your check payable to the Town of Strafford and details of any special requirements. Renter will be sent a copy of this Rental Agreement as confirmation of the reservation date(s) and payment of the rental fee.

For Office Use Only:

Payment received date: _____
Amount \$ _____
Payment received by: _____

GatherGuard Event Insurance Purchase: _____

Attach Copy