

**TOWN of BENSON, VERMONT  
FACILITY RENTAL AGREEMENT**

This Rental Agreement, dated \_\_\_\_\_, 20\_\_ by and between the Town of Benson (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 the Community Hall in Benson, Vermont (the Facility) for the Event described below.

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

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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 \$ \_\_\_\_\_ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$ \_\_\_\_\_ at the signing of this Rental Agreement.

5. 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.

6. OCCUPANCY. Occupancy of the Facility will be limited to \_\_\_\_\_ persons.

7. SMOKING. Smoking is prohibited in the Facility.

8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Benson 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.

9. 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, 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.

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

A. An additional security deposit of \$ \_\_\_\_\_ is due at the signing of this Rental Agreement.

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B. If Renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Benson 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 such insurance prior to the Event.

C. 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 such insurance prior to the Event.

D. 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.

E. 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.

F. 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.** The rental fee will not be refunded if notice is received less than 5 days 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 Benson 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.

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The parties have executed this Agreement at Benson, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

TOWN OF Benson

By \_\_\_\_\_  
(Duly authorized Agent)

RENTER

\_\_\_\_\_  
(Duly authorized Agent)

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

Town \_\_\_\_\_ St \_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
(Organization, if applicable)