

TOWN of BENSON, VERMONT
FACILITY RENTAL AGREEMENT

This Rental Agreement is 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 and RENTAL PERIOD. The Town rents to Renter the Community Hall in Benson, Vermont (the Facility) for the following Rental Period(s):

Insert the date(s) and time(s) when the Renter will be allowed to use the Facility. For example: 4/23/2008, 4/30/2008, 5/1/2008, and 5/6/2008 from 7:00 p.m. to 9:00 p.m or every 2nd Tuesday from 6:00 p.m. to 8:00 p.m.

2. 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.
3. OBLIGATIONS OF RENTER. At the end of each Rental Period, 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. If Renter and guests cause 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.
4. OCCUPANCY. Occupancy of the Facility will be limited to ____ persons.
5. SMOKING and ALCOHOL. Smoking is prohibited in the Facility. Possession of Alcohol is prohibited in the Facility. Renter will not serve or bring alcohol into the Facility nor permit Renter's guests to serve or bring alcohol into the Facility.
6. 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, and Renter will furnish the Town with a certificate of insurance prior to the Event.
7. 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.
8. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.
9. CANCELLATION. The rental fee will not be refunded if notice is received less than 5 days before a Rental Period, unless the Facility is subsequently rented for the same date.

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10. 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.
11. 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.

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

TOWN OF BENSON, VERMONT

By _____
(Duly authorized Agent)

RENTER

(Duly authorized Agent)

Address: _____

Town _____ St ___ Zip _____

(Organization)