

# **TOWN OF WHITINGHAM**

## **MUNICIPAL CENTER SINGLE-USE RENTAL AGREEMENT**

This Rental Agreement, dated \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Whitingham (the Town), and [insert name] \_\_\_\_\_, (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town rents to Renter the Whitingham Municipal Center, 2948 VT Route 100, Jacksonville, Vermont (the Facility) for the Event described below.
2. **EVENT.** Renter will use the Facility 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.**  
The rental fee schedule is as follows:  
  
\_\_\_\_\_ For events at which the **use of the kitchen IS NOT requested** is \$50 and requires a \$100 security deposit.  
  
\_\_\_\_\_ For events at which the **use of the kitchen IS requested** is \$100 and requires a \$250 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 and necessary cleaning to the Facility required as a result of damage or mess caused by Renter and Renter's guests. A cleaning checklist is attached.
6. **OCCUPANCY.** Occupancy of the Facility will be limited to 100 persons.
7. **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.
8. **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 or left any mess that requires cleaning, 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 or left

a mess that requires cleaning, 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/cleaning 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.

9. **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.
10. **ASSIGNMENT.** This Rental Agreement is not assignable to any other person or entity.
11. **CANCELLATION.** The rental fee will not be refunded if notice of cancellation is received less than 24 hours 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.
12. **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.
13. **CONFORMANCE WITH THE LAW.** Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Whitingham Municipal Center 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 Whitingham, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TOWN OF WHITINGHAM, VERMONT**

**RENTER**

By \_\_\_\_\_

\_\_\_\_\_

(Duly authorized Agent)

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

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

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

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

## MUNICIPAL CENTER CLEANING CHECKLIST

### Kitchenette Area:

- Trash can empty and has liner. Take the trash with you
- Microwave clean inside and out
- Tea pot unplugged
- Check sink area-strainers out / counter clean
- Bunn coffee pots clean / unit unplugged
- Refrigerator clean inside and out
- Floor area swept and mopped

### Kitchen:

- Counter tops – washed/dried off
- All sinks washed/dried out
- All strainers out of all sinks and washed
- Dishwasher cleaned inside and wiped off outside
- Under sink drain cleaned
- Microwave washed / dried – inside and out
- Stove wiped off including top shelf
- Burner trays cleaned
- Stove grates cleaned
- Ovens washed out
- Oven racks washed off
- Can opener cleaned
- All stainless prep tables washed /dried-including shelf
- Island counter washed/dried
- Refrigerators cleaned-freezer tops and shelves wiped out/emptied
- All trash containers emptied. Take the trash with you
- Kitchen floor swept – including under stove and under prep tables
- Kitchen floor mopped

### Bathrooms:

- Sinks and toilets not running or overflowing
- Sinks and toilets wiped down
- Trash cans emptied and have liners. Take the trash with you
- Floor swept and mopped

### Dining Hall:

- Chairs and tables returned to original position
- Floors swept and mopped

Janitors Closet:

- Mops over the bucket to dry-not left in a bunch to stink
- Rinse out the mop bucket
- Dry mops shook out/stood up
- All supplies put back neatly

Before you leave:

- Lights turned off
- Fans and/or air conditioning turned off
- All doors locked (interior and exterior)
- Key returned to Town Clerk