

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 RENTAL

ITEMS TO BE SURE TO BRING WITH YOU TO YOUR EVENT

- Dish soap
- Paper towels
- Sponges
- Aluminum foil / plastic wrap
- Drying towels
- Food storage containers

CLEANING CHECKLIST

NOTE: Be sure to use Simple Green for cleaning (in a labeled kitchen cupboard)

DINING HALL

- Wipe down / disinfect tables
- Clean coffee pots
- Return tables back to original spot
- Clean out tea pot
- Place chairs back on the table
- Wipe down counters
- Sweep the entire hall
- Wipe down microwave
- Mop the entire hall
- Shut off fans / A.C. units / lights
- Clean sink in the kitchenette

KITCHEN

- Clean/Disinfect/Dry plates / cups / cutlery – return to proper storage area
- Clean inside of oven
- Wipe down all countertops
- Return all equipment to where they belong
- Wipe down prep tables
- Refill ice trays
- Clean all burners of stove
- Clean out sink drains
- Clean grill top & grease trap
- Clean under sink trap into garbage bin

- Wipe inside disinfectant washer
- Empty fridge of all belongings
- Empty trash cans
- Sweep entire kitchen and under prep tables

- Mop entire kitchen
- Return garbage bins outside
- Take garbage with you

BATHROOMS

- Be sure sinks & toilets are not overflowing or running
- Clean sinks and toilets

- Take out trash and replace liner
- Sweep and mop floors

UTILITY CLOSET

- Brooms returned properly
- Mops rinsed and hung properly
- Mop bucket emptied

- Cleaning supplies returned properly

BEFORE LEAVING

- Make sure stove fan and light are off
- Make sure all lights are turned off
- Make sure all fans and A.C units are off

- Close windows if opened
- All doors locked (interior & exterior)
- Key returned to Town Clerk