

**TOWN OF RIPTON
COMMUNITY HOUSE RENTAL AGREEMENT**

Date(s) of use: _____ Time of use: from ____ (a.m. / p.m.) until ____ (a.m. / p.m.)

Renter Name *(not assignable to another person or entity)* _____

Address: _____ Phone: _____

Anticipated number of people: _____ [] seated at tables [] chairs only [] standing

I request that alcoholic beverages be allowed at this function, described as follows:

Type: _____ Amount: _____ Food served? (circle one): yes no

Alcohol furnished/served by: Renter ____ Caterer ____ Self Serve ____

FACILITY/EVENT. The Town rents to the Renter the Community House in Ripton for the following described Event, date and time as listed above:

Note: The Ripton Selectboard reserves the right to refuse to rent the building to any individual or group.

Office use only:	Date	Amount	Check #
Deposit paid:			
Fee Paid:			
Deposit Refunded			

Insurance provider certificate on file: Date _____

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

- 1. RENT.** Renter will pay the Town a rental fee of \$ _____ (based on the rate chart attached) at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$200 at the signing of the Rental Agreement.
- 2. RENTAL NOTICE.** Rental is binding when the contract is signed and approved and deposit paid. If the rental fee is not paid 14 days or more before the rental date, the rental may be cancelled by the Town.
- 3. KEY PICKUP AND RETURN.** Arrangements will be made for the Renter to pick up key, either during Town Office hours or from a Town official or agent at a time convenient to both parties. Key must be returned by the next business day after the event, either during Town Office hours or deposited in grey metal drop-off box outside Town Office door.
- 4. RENTER OBLIGATIONS/ BUILDING CONDITIONS AND INSPECTION.** The building and grounds will be inspected and unusual conditions noted before the rental. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition. *Renters are expected to leave the building and grounds in the condition they are found.* Clean-up shall include: 1) all trash, recycling, and food waste removed from building and grounds, 2) floors swept, 3) kitchen and bathroom surfaces wiped, 4) tables and chairs replaced. Following the rental, the building will be inspected and Renter's liability determined. 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.
- 5. 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, and the Facility is as expected (see # 4), 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. If repairs or cleaning are required as a result of the Renter's use, their cost will be deducted from the deposit. The \$200.00 deposit does not limit the Renter's liability for repairs or cleaning costs required by the Renter's use of the building. If the cost of repair or cleaning exceeds \$200.00, the Renter will be billed for the remainder. In addition, if the building key is not returned, the deposit will not be refunded.

6. OCCUPANCY. The Fire Marshal has determined the number of people who may be in the building and the Renter is responsible for insuring that these numbers are not exceeded: 160 without tables and chairs (except for food service); 160 with chairs only (e.g., a concert-type setup); and 100 when seated at tables. *Clear alleys must be maintained to all four exits at all times.* Indicate above the anticipated number of people expected for this event.

7. SMOKING. There is absolutely no smoking allowed in the Community House.

8. CURFEW and NOISE. No function may last later than 11:00 p.m. The Community House is in a residential area, and noise of all types must be kept to a minimum. Noise from within the building should not be heard in neighboring dwellings or at the Chipman Inn. Outside speakers or band playing outside are not allowed.

9. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Ripton 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 at least three days prior to the event.

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

*****Alcohol may only be served with the written consent of the Ripton Selectboard; indicate above if you wish to serve alcohol. Under no circumstances may alcohol be served or consumed outside on building grounds as per Ripton's Open Container Ordinance. Contracts requiring Selectboard approval must be submitted at least four weeks before rental date to allow time for Selectboard review.*****

- A. Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Ripton 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 at least 3 days prior to the event.
- B. If Renter contracts 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 at least three days prior to the Event.
- C. Host 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.
- D. 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.
- E. 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 Community House by Renter and Renter's guests, agents, or employees. The Renter agrees to indemnify and save harmless the Town against and from any and all claims by or on behalf of any persons, firm or firms, corporation or corporations, arising from the conduct of or the management about the Community House and grounds, or from any accident in or on the Community House and grounds, and will further indemnify and save the Town harmless against and from any and all claims arising from any breach or default on the part of the Renter in the performance of any covenant or agreement on the part of the Renter to be performed pursuant to the terms of this contract, or arising from any act or negligence of the Renter, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about ay such claim or action proceeding brought thereon; and in case any action or proceeding be brought against the Town by reason of any such claim, the Renter, upon notice from the Town, covenants to resist or defend at the Renter's expense such action or proceeding by counsel reasonably satisfactory to the Town.

12. CANCELLATION. The rental fee will not be refunded if notice is received less than 14 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 even of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.

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 Ripton Facility Use Policy and all laws, rules, regulation, 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 Ripton, Vermont, this _____ day of _____, 20__.

TOWN OF RIPTON

By _____
(Duly authorized Agent)

RENTER

Date: _____

Selectboard Approval for serving alcohol: _____
Date: _____

GENERAL INFORMATION

Size & Facilities: First floor: 1300 sq ft. Balcony: 540 sq ft. Kitchen and two bathrooms on first floor.

Capacity: 100 (with tables) to 160 (chairs only).

Handicap Accessibility: Wheelchair ramp to rear door. Bathrooms are not wheelchair accessible.

Parking: 30-40 cars in parking area in front of Community House and Town Office. No parking is allowed in the Chipman Inn lot next door, or on the lawn.

Provided: Folding chairs and tables. Kitchen has stove, microwave, refrigerator, some dishes and utensils; no cookware, no dishwasher. Kitchen and bathrooms are stocked with paper towels and toilet paper. No trash disposal provided.

Note: the water has a high mineral content; it is safe to drink, but unpleasant to taste.

RATE SHEET:

	choose dates		Enter cost
April 1 – October 31		Residents	\$75.00
		Non-residents	\$200.00
		Town Government	\$0.00
		Out-of-town government	\$50.00
November 1 – December 31 & March 1 – 31		Residents	\$150.00
		Non-residents	\$275.00
		Town Government	\$0.00
		Out-of-town government	\$125.00
Additional days, cost per day		Residents	\$50.00
		Non-residents	\$150.00
		Town Government	\$0.00
		Out-of-town government	\$25.00
Use of grounds only			\$50.00
		Total cost:	

Copies of this contract are available at the Town Office during business hours.

The contact person for questions and dates available is Julie Allen (802) 388-1671. Please call between the hours of 8:00 AM & 7:00 PM EST.

“Per day” is 8:00 a.m. – 11:00 p.m. To set up a day ahead of an event or clean-up the day after, “additional day” fees are required. The building is closed for the months of January and February.

Note: The Ripton Selectboard reserves the right to refuse to rent the building to any individual or group.

INSURANCE:

As you have read in # 9 (and #10, if serving alcohol) of the rental contract, comprehensive general liability insurance is required. Where to start:

1. Talk to your home owner insurance provider; they may have a one-time coverage for an additional fee on your existing policy. This may even be at no additional charge. Request a certificate of insurance to present to the Town.
2. If you are having a catered event, be sure your caterer has liability insurance and request a certificate of insurance to present to the Town.
3. Be aware that if alcohol is being served, the cost of insurance may go up substantially.
4. Finally, if you still need insurance, see the attached TULIP card, go online and get a cost estimate and purchase the insurance if you feel the cost is reasonable.

T.U.L.I.P.

Tenant User Liability Insurance Policy

Municipality: TOWN OF RIPTON

You will need to provide proof of insurance for your event or activity if you would like to use or rent a municipal facility. If you cannot provide proof of insurance, you may purchase it from Entertainment Brokers International through a program offered by the Vermont League of Cities and Towns. Just follow the directions on the other side of this card.



QUESTIONS?

FOR MORE INFORMATION CALL
VLCT AT 1-800-649-7915.

HOW TO PURCHASE YOUR TULIP

Please have your credit card ready and go to www.ebi-ins.com/tulip. Then follow these three easy steps:

Step 1: Select Your Facility

Select from drop-down menu:

Facility: Vermont League of Cities and Towns, Property and Casualty Intermunicipal Fund, Inc., Tenant Users of.

Facility Code:

Location: Choose municipality in which event is to be held.

Step 2: Qualify Your Event or Activity

Select from drop-down menu. Click next.

Step 3: Get Your Quote

Answer some basic questions and enter your contact and billing information.

QUESTIONS ABOUT THIS WEB SITE OR COVERAGE ELIGIBILITY?

EMAIL: TULIP@EBI-INS.COM OR CALL 1-800-507-8414