

## **MONKTON TOWN FACILITY USE POLICY**

It is the policy of the Town of Monkton that the Town's Community Room ("Facility") should be made available for public use for activities that benefit Town residents, at a reasonable cost. It is the intent of the Town to have the Facility used frequently to foster the civic, cultural, educational, social, recreational and other community activities, while ensuring that the facility is maintained in good condition, and that its use and wn sets forth the following policy for the use.

**Failure to observe and abide by the Facility Use Policy may result in the immediate termination of the Facility Use Agreement. The Town reserves the right to deny and/or cancel use of the Community Room at its sole discretion.**

### **Application.**

Application for use shall be made to the Selectboard or its designee for such purpose. The Request for Facility Use Application shall be completed in full and submitted to the Selectboard or its designee. The Applicant shall agree to the terms set forth on application. The Applicant must be 21 years of age or older. The Selectboard or its designee shall approve an application submitted based on facility availability, priority of usage, maintenance impact, and best use of the facility as set forth herein. The Selectboard or its designee will then follow up with the Applicant to confirm or deny the request.

### **Standards for Issuance.**

The Selectboard or its designee shall approve an application submitted based on the Facility availability, priority of usage, maintenance impact on the Facility, and only if the application meets the following criteria:

1. The number of expected attendees does not exceed the capacity of the Facility set at 49 people;
2. Adequate parking exists and is available to accommodate the number of expected attendees at the proposed event or activity at the Facility;
3. Adequate sanitary facilities exist and are available to accommodate the proposed activity or event;
4. The event or activity shall not unreasonably disturb persons who own and/or occupy adjacent property;

5. The Facility is available for the date and time requested and no priority user has requested its use and will not be disruptive of municipal operations;
6. The applicant has demonstrated the ability and intent to provide adequate supervision of the activity or event and understands the general conditions for use.
7. Any failure to pay an outstanding debt owed to the Town arising from an Applicant's use of the Facility will result in denial of any Facility use request.

#### **General Conditions of Use.**

1. In response to the COVID 19 global pandemic, physical distancing, hand washing, mask wearing and hard surface cleaning and sanitization protocols have been adopted. The Applicant must abide by any applicable protocols. The Town reserves the right to impose additional conditions of use, including but not limited to specific cleaning procedures, physical distancing, availability of hand sanitizer. Any such specific instructions or requirements will be provided to the Applicant.
2. Applicant is responsible for leaving the Facility and any Town equipment used in the same condition in which it was received. Chairs and tables shall be returned to the appropriate location, the room vacuumed, and all trash removed from the premises, etc. The Applicant is responsible for turning off lights and closing all windows and doors and securing the Facility prior to leaving.
3. If the Facility is left in an unsatisfactory condition, as determined by the Selectboard or its designee, the Applicant shall forfeit any deposit and shall also be responsible for any loss or damage to the Facility and/or equipment caused by the Applicant, or Applicant's agents, employees, guest or invitees. The Applicant shall be charged and responsible for payment of any required repair or cleanup cost incurred as a result of the Applicants use of the Facility in excess of the deposit.
4. The Town shall not be liable for any damage or loss of property of the applicant for any cause whatsoever while said property is located in the Facility or on Town property.
5. Applicant is required to comply with all applicable federal, state and local, statutes, ordinances and regulations, in addition to any policies or conditions imposed by the Selectboard or designee upon approval of the request for use, including but not limited to, all of the following:
  - Arranging and paying for adequate security services;
  - If Town equipment is requested, arranging for a qualified Town employee or other approved person to be present and available for operation of the same.



- When other licenses, permits or approvals are required (e.g. liquor, road closure, signage, vendor), the applicant must follow the proper procedures for seeking and obtaining such licenses, permits or approvals and submit a copy to the Selectboard or designee.
- 6. The Applicant shall not engage in or allow any illegal activity to occur at the Facility.
- 7. No smoking, e-cigarettes, or smokeless tobacco, or recreational drugs shall be consumed within the Facility.
- 8. Alcohol may be served, but only if served by a licensed vendor and if a current, valid certificate of liability insurance of at least \$1,000,000.00/occurrence, naming the Town as an insured or additional insured, is submitted to the Town in sufficient time prior to the event to confirm its validity.
- 9. The proposed event or activity shall not endanger the health and/or safety of persons who visit the Facility or surrounding Town property.
- 10. The event or activity shall not cause damage from destruction or overuse of the Facility or surrounding Town property. Use of Materials that may damage the room finishes is prohibited.
- 11. Alterations of Town Facilities is prohibited.
- 12. Applicant shall hold harmless and indemnify the Town for any claims arising from the Applicant's use of the Facility.

### **User Priority.**

Groups/Persons that use the Facilities are characterized as follows, organized from highest to lowest priority:

1. Municipal Groups: Town of Monkton boards, committees, officials, staff, volunteers, employees, and others invited or approved by the Selectboard, for municipal purposes;
2. Civic Group Resident: Other groups or persons serving the civic, cultural, educational, social, historical and/or recreational interests of residents of the Town of Monkton and not deriving a profit;
3. Civic Group Non-Resident: Other groups or persons serving the civic, cultural, educational, social, historical and/or recreational interests of the larger local community, including, but not limited to residents of the Town of Monkton;
4. Private Non-Profit Groups: Town of Monkton residents and businesses for private not for profit making purposes (this may include wedding receptions, graduations, showers, business celebrations);
5. Commercial Groups: Commercial, profit making purposes.

### **Facility User Fees.**

1. Municipal Groups are exempt from any fee or charge.
2. Civic Group Residents and Civic Group Non-Residents shall not be charged a rental fee, except that, if an entry or participation fee is charged a rental fee may be charged at a rate to be set by the Selectboard.
3. Private Non-Profit Groups shall be charged at a fee to be set by the Selectboard.
4. Commercial Groups shall be charged at a fee to be set by the Selectboard.

In addition, except for Municipal Groups, all other Groups/Persons may be charged other support fees (technical support, maintenance support, etc.) depending on the nature of the event.

The Selectboard reserves the right to change the User Fees from time to time by action of the Selectboard. All current User Fees will be set out on the Application.

### **Insurance Requirements.**

Except for Municipal Groups/Persons, unless waived by the Selectboard, all other Groups/IPersons are required to provide proof of general liability insurance, provided by an insurance company or companies licensed or approved to do business in the State of Vermont, to cover any loss or damage to the Town Facility, Town property upon which the Facility is located, or Town equipment in an amount not less than \$1 million per occurrence. Many users can obtain this coverage through their existing insurance (with a rider, if necessary).

1. All policies evidenced to the Town shall name the Town of Monkton as an additional insured.

2. Certificate Holder must read:  
Town of Monkton  
92 Monkton Ridge Road  
Monkton, VT 05406

Mailing Address at:  
Town of Monkton  
P.O. Box 12  
No. Ferrisburgh, VT 05469

3. Proof of general liability insurance must be provided to the Selectboard.

### **Other Insurance Unavailable.**



If the Applicant does not have available insurance, Vermont League of Cities and Towns sponsors a Tenant User Liability Program (TULIP), which provides an opportunity for general liability insurance for outside entities and private groups that which to use municipal facilities owned by member of the Vermont League of Cities and Towns - Property and Casualty Intermunicipal Fund ("VLCT-PACIF"). The Town is a member of VLCT-PACIF, and so TULIP is available to users of Town owned facilities. Coverage limits of \$1 million are available for the activity/event, including liability for bodily injury and property damage.

Go to: [www.onebeaconentertainment.com](http://www.onebeaconentertainment.com)

For the Venue Name, type Vermont League of Cities and Towns into the "Search for your Venue" box, then select the municipality's location.

Follow the site's remaining instructions. When the renter has paid for the coverage, the municipality will automatically receive the proof it requires.

#### **Alcohol and Liquor Liability Insurance.**

1. If alcohol shall be served, Applicant shall procure and maintain, at its sole costs and expense, liquor liability insurance naming the Town of Monkton as an additional insured in an amount not less than \$1 million per occurrence. Applicant shall furnish the Town with a certificate of insurance.
2. If Applicant shall contract with a caterer or other third party to furnish or serve alcohol, such caterer or third party shall procure and maintain, at its sole expense, liquor liability insurance naming the Town of Monkton as an additional insured in an amount not less than \$1 million per occurrence. The Town and Applicant shall both be named as additional insureds. Applicant shall furnish the Town with a certificate of insurance.
3. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written consent of the Selectboard or designee. Host liquor liability insurance naming the Town of Monkton as an additional insured shall be in an amount not less than \$1 million per occurrence. The Town shall both be named as additional insureds. Applicant shall furnish the Town with a certificate of insurance.
4. If liquor is to be served, a security deposit of \$250.00 is due upon approval of an Application.
5. Alcohol shall not be served to persons under the age of 21 or to persons who are already intoxicated or appear to be intoxicated. Absent personal knowledge, proof of age shall be required prior to serving alcoholic beverages.

6. Applicant acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Applicants sole responsibility to monitor the use of alcoholic beverages by Applicants guest, invites or others on the premises.
7. The Selectboard or its designee reserve the right to require a licensed bartender at any activity/event serving alcoholic beverages.

#### **Deposit, Cancellation, Refunds.**

1. A key deposit is required for all rentals at the time of approval. The amount of the key deposit is set forth on the Application as approved by the Selectboard.
2. A security deposit of \$250.00 is required for any Commercial Group/Persons and any Groups/Persons serving alcoholic beverages.
3. Rental fees, if any are due at the time of approval.
4. Key deposits Security deposits and Rental Fees may be changed from time to time as approved by the Selectboard.
5. Cancellation greater than 7 days prior to rental shall receive a full refund.
6. Cancellation less than 7 days prior to rental shall result in forfeiture of 50% of rental fee.
7. No show on the day of rental shall result in forfeiture of the full rental fee and deposit.

**Any activity/event cancelled by the Selectboard or designee will receive a full refund. The Town shall not be responsible for any cost or expense incurred in reliance on rental of the Facility.**

#### **Failure to Comply with Policy**

Any individual, group or organization that does not comply with the terms and conditions set forth in this Policy will be disqualified from future use of Town Facilities at the discretion of the Selectboard or its designee. Any individual, group or organization providing false information on the Application or failing to follow the terms set out in the Application will be disqualified from future use of Town Facilities at the discretion of the Selectboard or its designee.

#### **Right of Appeal to Selectboard.**

Any decision by the Selectboard designee may be appealed to the Selectboard.

Adopted 8/23/2021

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

<i>Stephen Pilcher</i>	dotloop verified 08/24/21 1:50 PM EDT 1ODR-WA6M-QQZ0-PECL
<i>John P McNerney</i>	dotloop verified 08/24/21 11:23 AM EDT CSJL-MRD2-NEEG-TNGX
<i>Marikate Kelley</i>	dotloop verified 08/24/21 4:33 PM EDT NXJU-PU1W-8TIN-LESN
<i>Bill Martin</i>	dotloop verified 08/24/21 10:41 AM EDT PLXN-MGIY-I3RD-ZNVQ