TOWN OF ORANGE
392 U.S. Route 302, Orange, VT 05641
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Facility Use Agreement – Orange Town Hall

This Agreement is made between the Town of Orange, Vermont (hereafter "Municipality") and

(Name)_____ (hereafter "User")

(Address) _____(Phone) _____

(E-Mail) _____

This Agreement is not transferrable or assignable. In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY

The Municipality grants the User a license to use the Orange Town Hall, for the Event and time period listed below. User may use only the spaces approved by the Town. No other areas may be accessed without prior authorization.

Spaces Available: Main Floor (including kitchen and bathroom)

- Basement: ***Restricted*** unless prior approval in writing is granted

2. OCCUPANCY AND PARKING

- Expected Attendance: _____
- Maximum occupancy: 99
- Parking is limited to on-site, on a first-come, first-served basis. Access must remain clear for emergency and neighboring property needs. Parking on the lawn is prohibited.

3. EVENT

Event Name / Description: _____

User understands that the Municipality does not warrant or represent that the facility is safe and suitable for User's purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and facility in connection with User's purposes that Municipality is providing the premise and Facility on an "as is" basis. The public is not covered under the Town of Orange's insurance policy. User agrees to indemnify and hold the Town harmless from all claims related to the Event.

4. DATE AND TERM OF USE

Event Date: _____ Start Time: _____ End Time: _____

User may enter the Facility no earlier than the Start Time and must vacate by the End Time.

5. RENTAL FEE:

$150.00

6. VACATING FACILITY

User will promptly vacate the Facility at the end of the Event, remove all persons and property, trash and complete cleaning as described in Section 7. Facility must be returned to the same condition as at the start of the Event (ordinary wear and tear excepted)

7. GENERAL TERMS OF USE

The User understands and agrees to all the following terms of use:

- Animals are not permitted inside the Facility, except for service animals as defined by law.
- No signs, decorations, or temporary structures may be placed on the premises without advance written approval from the Town. Any approved items must be removed by the User at the end of the event.
- Renter agrees that bouncy houses, inflatable structures, amusement rides, or any temporary outdoor entertainment equipment are not permitted on the premises.
- Decorations must not be fastened to walls with thumbtacks, nails, or staples. Masking tape is permitted but must be removed after the event.
- Open flames must be fully enclosed (e.g., in a glass or non-flammable holder). The use of glitter, metallic confetti, straw, rice, birdseed, or hay is prohibited. Throwing rice, birdseed, or similar items inside or outside the Facility is not allowed.
- All decorations, trash, and debris must be removed immediately following the event. *The Facility must be left in the same condition in which it was found.*
- User is responsible for all cleaning immediately after the event and must provide adequate supervision to prevent spills or damage during the event.
- Trash left in any area (main hall, kitchen, restrooms, or outside entrances) will result in additional charges.
- User is responsible for all costs of repairs for damage caused by the User or the User's guests.
- For events involving minors (age 17 or under), a minimum of five (5) adults over age 18 is required for every 20 minors attending. User is responsible for their safety and must ensure they are under constant supervision by a responsible adult.
- Kitchen use is limited to preparation only. Users may utilize the refrigerator, sink, and ovens, and must empty the refrigerator (and clean, if necessary) at the conclusion of the event.
- The User must provide all paper products (cups, plates, napkins, utensils, etc.). Items stored in kitchen cabinets or drawers may not be used without prior permission.
- Guests must remain within the designated rental area at all times.
- Smoking is prohibited in all areas of the Facility.
- The Town assumes no responsibility for property left behind after the event.

8. CREDIT CARD HOLD FOR DAMAGES

User will pay the municipality the appropriate rental fee ($150) at the time of signing this agreement. At the signing of this agreement, User will also provide to the Municipality valid credit card information to keep on file in the event of damages to the Facility. The User's credit card will only be charged in the event of damages or if clearing activities specified in Section 7 of the agreement have not been carried out. User will be notified of any charges incurred within 72 hours of the event date.

After the event, if no damage has been caused to the Facility and if cleaning activities specified in Section 7 of this agreement have been conducted so that the Facility is in the same condition as at the inception of the event the Municipality will destroy credit card information and notify user via e-mail. If damage has been caused to the Facility or cleaning activities specified in Section 7 of the agreement have not been carried out, Municipality may charge all or a portion of the costs to restore and give written notice to user specifying the amount charged and the reason, therefore. In addition to the charge, the Municipality may pursue any additional remedies authorized by law to recover its damages or losses.

The Municipality reserves the right to deny future rental requests from the User for failure to comply with this agreement or for causing repeated or significant damage to the Facility.

9. PROHIBITED SUBSTANCES:

- The sale, possession, consumption, or use of illegal drugs, marijuana, tobacco, or alcohol is strictly prohibited on the premises, including inside the building, parking areas, and surrounding grounds, unless prior written approval for alcohol is granted by the Town for a specific event.
- Any violation of this policy may result in immediate termination of the event and/or forfeiture of fees, and the Town may pursue damages as allowed by law.

10. CANCELLATION:

- Only the authorized applicant may cancel.
- Less than 1-week notice: no refund
- In the event of a power outage or other event that may render the facility unusable the user fee will be refunded.

11. RIGHT OF ENTRY AND TERMINATION:

The municipality, its officers, agents, and employees shall have the right to enter the Facility at all times during the event to confirm User's conformance to this agreement. If the Municipality determines, in its sole judgment, that User has breached a term of this agreement, the Municipality shall have the right to immediately terminate this agreement prior to the expiration of its term without any refund to User.

12. CONFORMANCE WITH LAW:

User agrees to follow all laws, Town policies, and ordinances, including those regarding noise. No illegal activity is allowed.

13. ENTIRE AGREEMENT:

This Agreement represents the full understanding between the parties and may only be modified in writing, signed by both parties.

I, _____ (printed name of User), release the Town of Orange and its officials from any claims arising from the use of the Facility and agree to indemnify the Town for any damages. I certify that all information is true and accurate. I also certify that I have read this form and that all information stated herein is true and that I agree to these terms.

Signature of User: _____ Date: _____

Approved by the Town of Orange:

Signature: _____ Date: _____
Authorized Representative