

Approved 02/10/2020

Town of Georgia Facility Use Policy

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1 Policy

1.1 Purpose

- 1.1.1 The Town of Georgia has four facilities that are available for use by Georgia residents and members of the public. These facilities are available to all qualified users on equal terms without regard to race, color, religion, national origin, or other status covered by applicable state or federal laws or regulations. In allowing the use of these facilities, the Town of Georgia will not discriminate against users of the facilities based on the users' particular viewpoint(s).
- 1.1.2 It is the intent of the Town to have these facilities used as frequently as possible, but it is the obligation of the Town to ensure that its facilities are maintained in good condition and their use and maintenance do not impose an undue financial cost on the Town's residents. This policy is intended to help ensure that the Town's facilities will be well maintained, enjoyable, accommodating and will provide a safe environment. and that the Town will be fair and consistent with all parties wishing to use its facilities.
- 1.2 Facilities to which this Policy applies.
- 1.2.1 Georgia Beach Pavilion and grounds
- 1.2.2 Georgia Library Community Room.
- 1.2.3 Georgia Fire & Rescue Community Room.
- 1.2.4 Georgia Town Hall Meeting Room.

1.3 Priority of Use

1.3.1 The Town of Georgia will make these four facilities available on a first come first serve basis for individuals, groups and organizations to rent / use during times when the facilities are not being utilized for Town of Georgia programs or by Town staff, boards, commissions and committees, or Town of Georgia sponsored events.

1.4 Hours of Use

- 1.4.1 The Georgia Beach facilities are generally available from May to September for use during the following hours: 9:00 7:00 am dark. (Contact Town Hall to reserve and to obtain necessary forms.)
- 1.4.1.1 There is a fee of \$200.00 \$250.00 for residents and \$500.00 for non-residents, for use of the pavilion. Non-Profit organizations and other groups may apply in writing to the Selectboard at least 30 days in advance of their requested event date to request a waiver of this fee. Waiver of this fee is at the discretion of the Selectboard. A signed waiver of liability form is required of all signatories, acknowledging that they understand all rules and that they assume all responsibility for and assure the compliance of the conduct and behavior of their guests.

Any event with more than 100 guests will be required to pay an additional fee of \$50.00 for a port a potty.

Commented [CL1]: Gates open at 7:00 am

- 1.4.2 The Georgia Library Community Room hours of availability shall be at the discretion of the Library Trustees or their designee. This meeting room is available only during regular hours when the library is staffed. Contact the librarian on duty to set up reservations and to obtain the necessary forms.
- 1.4.2.1 There is a fee of \$50 for use of this room. Non-Profit organizations and other groups may apply in writing to the Library Trustees at least 30 days in advance of their requested meeting date to request a waiver of this fee. The Waiver of this fee is at the discretion of the library Trustees. A signed waiver of liability form is required of all signatories, acknowledging that they understand all rules and that they assume all responsibility for and assure the compliance of the conduct and behavior of their guests.
- 1.4.3 Georgia Fire & Rescue Community Room by appointment. Contact Town Hall to schedule.
- 1.4.4 There is a \$100.00 deposit required for the Community Room. If the room is left clean and garbage has been taken the deposit will be returned.
- 1.4.5 Georgia Town Hall Meeting Room by appointment. Contact Town Hall to schedule.
- 1.4.6 Prohibitions
- 1.4.7 The following uses are strictly prohibited at the beach facilities:
- 1.4.7.1 No open fires: barbecue pits are available for patrons use.
- 1.4.7.2 No glass bottled beverages, cans or plastic only.
- 1.4.7.3 No dogs or pets are allowed except for service animals.
- 1.4.7.4 No Smoking in or on any Town beach facility or on the property.
- 1.4.8 The sale, possession, consumption, and use of tobacco, marijuana, and illegal drugs are forbidden on municipal property. The sale, possession, consumption, and use of alcoholic beverages are only permitted on municipal property as specifically described in a duly executed facility use agreement.
- 1.4.9 **SALE, POSSESSION, CONSUMPTION, AND USE OF ALCOHOLIC BEVERAGES.** The sale, possession, consumption, and use of alcoholic beverages in conjunction with the Event are permitted as contained herein; or not permitted as marked below:

Permitted Not Permitted User acknowledgment (initials)

- User understands that the sale, possession, consumption, and use of alcoholic beverages
 in the Facility are subject to state and federal law. User understands that User is solely
 responsible for obtaining any liquor license or permit that is required by state and federal
 law
- User and/or User's employees, agents, contractors, licensees, guests, and invitees shall
 not provide alcohol to persons under the age of 21 or to persons who are already
 intoxicated or are apparently intoxicated. User and/or User's employees, agents,
 contractors, licensees, guests, and invitees shall require proof of age of all persons prior
 to serving them with alcohol.
- User acknowledges that the Municipality does not condone the irresponsible use of alcoholic beverages. It shall be User's sole responsibility to monitor the use of alcoholic beverages by User's employees, agents, contractors, licensees, guests, and invitees.

Commented [CL2]: Not sure if a fee is being collected or an agreement for being filled out for the use of this room.

Commented [CL3]: This was added to go along with the rental agreement.

1.4.9.1 No Skateboards, Bikes, Blades or wheels allowed on the Tennis/Basketball Court. No Vehicles on the greens or back access road to the beach pavilion. If you need access to unload "heavy" items, or for handicapped assistance, please ask in advance for permission. There is no parking inside fenced areas at the beach.

1.5 Occupancy

1.5.1 Occupancy of the facilities will be limited as follows:

Facility	Maximum Occupancy	
Beach Pavilion	200 - 350	
Library Community Room	45	
Georgia Fire & Rescue Community Room	n 49	
Town Hall Letourneau Meeting Room	20	

1.6 Obligations of Individual Users

1.6.1 Use of municipal facilities must not disrupt the provision of municipal services. Nor shall use of a facility create a nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities.

Users must return the facilities in a neat, orderly and clean condition after their use. Properties will be inspected by Town personnel prior to and after use. Users will be responsible for, and liable to, the Town for all repairs to the facilities required as a result of damage caused by users. Individuals will be required to sign a user agreement. and may require a refundable deposit in the amount of \$100.00. Individuals signing the user agreement are responsible for the conduct of their guests and the compliance of their guests with the rules for the facility being used. All individuals signing a user agreement will be required to also sign a Liability Release, Waiver, Discharge and Covenant Not to Sue form.

1.7 Groups and Businesses

1.7.1 Social service and community service groups, businesses, and non-profit groups wishing to use the facilities shall be required to execute a Facility Rental Agreement for each event and will be required to provide a Certificate of Insurance with a minimum coverage of \$1 Million, naming the Town of Georgia as an additional insured. Commented [CL4]: Should this be in section 1?

Commented [CL5]: We only require a deposit for the Community Room at the FD_s I moved this to FD section.

^{*****} Changes/additions to this document are done in red.

TOWN OF GEORGIA, VERMONT FACILITY RENTAL AGREEMENT

This Rental Agreement is dated 20 by a (the Renter). In consideration or	
parties agree as follows:	The mutual covenants and conditions herein, the
FACILITY and RENTAL PERIOD. The Town rents the Renter the _ Facility) for the following Rental Period(s):	in Georgia, Vermont (the
2. RENT AND SECURITY DEPOSIT. Renter will pay the Town a ren Agreement. Renter will also pay the Town a security deposit of \$1000 refunded at the end of each Rental Period contingent upon leaving the	0.00 at the signing of this Rental Agreement, to be
3. OBLIGATIONS OF RENTER. At the end of each Rental Period, Renter condition. Renter will be responsible for, and liable to, the Town for damage caused by Renter and Renter's guests. If Renter and guests of a portion of the security deposit. If the Town retains any of the respecifying the amount retained and the reasons therefore. The To retention of the security deposit and the Town may pursue any addamages or losses.	or all repairs to the Facility required as a result of cause damage to the Facility, Town may retain all or ental deposit, it will give written notice to Renter wn's remedies for damage shall not be limited to
4. OCCUPANCY. Occupancy of the Facility will be limited to facility lin	nits indicated in the Facility Use Policy.
5. SMOKING AND ALCOHOL. Smoking and alcohol consumption is Alcohol is also prohibited in the indoor facilities. Renter will not spermit Renter's guests to serve or bring alcohol into the indoor Facility	erve or bring alcohol into the indoor facilities nor
6. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to inde- employees harmless from any loss or liability which may result from cause arising out of or during the use and occupancy of the Facility by	n claims of injury to persons or property from any
7. ASSIGNMENT. This Rental Agreement is not assignable to any other	er person or entity.
8. CANCELLATION. Rental fees will not be refunded if notice is receive the Facility is subsequently rented for the same date.	ved less than 14 days before a Rental Period, unless
9. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, ager Facility at all times during the Event to confirm Renter's conformance	

sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediate terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any

refund to Renter.

- 10. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in according with the Town of Georgia Facility Use Policy and all laws, rules, regulations, and ordinances, including those related to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.
- 11. PAYMENTS. Payments made for use of the Library Community Room or Beach Pavilion shall be made payable to the "Town of Georgia".
- 12. WAIVER OF FEES. Fees may be waived, upon request, for non-profit entities. A written request for fee waiver shall be submitted prior to reservation, to the Town of Georgia Town Administrator for the Beach Pavilion, and to the Library Board of Trustees for the rental of the Community Room. If a waiver is granted, it is the responsibility of the renter to remove all trash from the site once the event is done (carry in and carry out) and return all tables back to where they were found. If this is not done, future waivers may not be granted.
- 13. CERTIFICATE OF INSURANCE. If you are representing an entity using the space to conduct business or for commercial purposes, you must provide a Certificate of Liability Insurance Coverage, and name the Town of Georgia as an additional insured. This must be re-addressed annually for continued use of this space.

The parties have executed this Agreement at	, Vermont this day of
TOWN OF GEORGIA	RENTER
By: (Duly Authorized Agent)	Address:
	(Organization, if applicable)
	 Signature