



# **Town of Georgia Facilities Use Policy**

## 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.

### 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 am – dusk. (Contact Town Hall to reserve and to obtain necessary forms.)

1.4.2 There is a fee of \$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.

- 1.4.3 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.
- 1.4.4 \$\_\_\_\_\_ fees 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.
- 1.4.5 Georgia Fire & Rescue Community Room - by appointment. Contact Town Hall to schedule.
- 1.4.6 \$\_\_\_\_\_ fee for use of Community Room. There is a \$100.00 refundable deposit required for the Community Room. If the room is left clean and garbage has been taken the deposit will be returned.
- 1.4.7 Georgia Town Hall Meeting Room – by appointment. Contact Town Hall to schedule.
- 1.5.1 **INSURANCE**
- 1.5.2 User will procure and maintain, at its sole cost and expense, comprehensive general liability insurance for the Event in which the Municipality is named as an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement.
- 1.5.3 If User will contract 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 \$2,000,000 in the aggregate, and liquor liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Municipality and User shall both be named as additional insureds. User will furnish the Municipality with a certificate of such insurance prior to the Event.
- 1.5.4 Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Municipality. The Municipality shall be named as an additional insured on the host liquor liability insurance
- 1.6.1 **INDEMNIFICATION AND HOLD-HARMLESS.**
- 1.6.2 User agrees to indemnify and hold the Municipality, 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 User and User's employees, agents, contractors, licensees, guests, and invitees.
- 1.7.1 **CANCELLATION.**

- 1.7.2 The user fee will not be refunded if notice of cancellation is received by the Municipality less than [insert number] 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 event of a power outage or other event that may render the Facility unusable, the user fee and security deposit will be refunded. Do we want this in there?
- 1.7.3 **TERMS OF FACILITY USE. The User understands and agrees to all of the following terms of use:**
- 1.7.4 The sale, possession, consumption, and use of tobacco, marijuana, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
- 1.7.5 Animals are not permitted inside the Facility with the exception of service animals.
- 1.7.6 No open fires: barbecue pits are available for patrons use.
- 1.7.7 No glass bottled beverages, cans or plastic only.
- 1.7.8 User is responsible for cleaning the Facility immediately after the Event. This includes disposing of all trash in trash receptacles, washing all dishes, wiping kitchen counters and tables, and returning all furniture that was moved for the Event to its original locations. What else do we want to add to this list?
- 1.7.9 No sign or temporary structure may be placed on the premises without obtaining advance written approval from the Municipality. Any signs or temporary structures placed on the premises by User shall be promptly removed by the User at the end of the Event.
- 1.7.10 The Facility, its appurtenances, and any equipment contained therein may not be injured, damaged, marred, or defaced in any way. Neither shall nails, hooks, tacks, or screws be driven into any wall or other part of the Facility.
- 1.7.11 Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities.
- 1.7.12 User is responsible for the cost of all repairs to the Facility required as a result of damage caused by User or User's employees, agents, contractors, licensees, guests, or invitees.
- 1.7.13 Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
- 1.7.14 For all Events involving minors (persons 17 years or under), there shall be at least [number] adult(s) over 18 years of age for every [number] minors for the duration of the Event. [Specify the numbers that the municipality requires.] Do we want to add a number to this.
- 1.7.15 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.

1.7.16 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.

1.7.17 **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 people under the age of 21 or to people 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 people** prior to serving them with alcohol.
- Users acknowledge 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.

## 1.8 Occupancy

1.8.1 Occupancy of the facilities will be limited as follows:

<u>Facility</u>	<u>Maximum Occupancy</u>
Beach Pavilion	200
Library Community Room	45
Georgia Fire & Rescue Community Room	49
Town Hall Letourneau Meeting Room	20

### 1.9.1. VACATING FACILITY

1.9.2. At the expiration of the above stated date and time, or upon the earlier termination of this Agreement, User will promptly and peaceably vacate the Facility and remove its employees, agents, contractors, licensees, guests, and invitees and their property from the Facility and conduct the cleaning activities specified in Section 5 of this Agreement so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event.

### 1.9.3. INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY.

1.9.4. The Municipality is not liable for any injury to persons or loss or damage to private property which occurs during the Event. User is financially responsible for any damage to or loss of Municipality property that occurs during the Event.

1.9.5. **RETURN OF SECURITY DEPOSIT**

1.9.6. Promptly after the Event, the Municipality will inspect the Facility. If no damage has been caused to the Facility, and if cleaning activities specified in Section 5 of this Agreement have been conducted so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event, the Municipality will return the security deposit to User by first class mail within seven business days. If damage has been caused to the Facility, or cleaning activities specified in Section 5 of the Agreement have not been carried out, Municipality may retain all or a portion of the security deposit and give written notice to User specifying the amount retained and the reasons therefor. In addition to retaining the security deposit, the Municipality may pursue any additional remedies authorized by law to recover its damages or losses.

1.9.7. **RIGHT OF ENTRY AND TERMINATION**

1.9.8. 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

1.9.9. **CONFORMANCE WITH THE LAW**

1.9.10. User agrees that User will abide by and conduct its affairs in accordance with the Municipality's Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility during the contracted time frame for its entry and use.

**Georgia, Vermont**  
**FACILITY USE AGREEMENT FOR A ONE-TIME EVENT**  
[Proposed/Approved/Revised/Effective] [MM/DD/YYYY]

This Agreement, dated \_\_\_\_\_, is by and between Town of Georgia (hereafter “Municipality”) and \_\_\_\_\_ (hereafter “User”). This Agreement is not transferrable or assignable to any other person or entity.

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

**1. FACILITY.**

The Municipality grants a license to User to use \_\_\_\_\_

(hereafter “the Facility”) for the Event and time period contained herein. User’s rights under this Agreement include the use of \_\_\_\_\_ but do not include \_\_\_\_\_

**2. OCCUPANCY.** Occupancy of the Facility shall be limited to \_\_\_\_\_ persons, including User’s employees, agents, contractors, licensees, guests, and invitees.

**3. EVENT.** User is granted a license to use the Facility for the following event and no other purpose:

\_\_\_\_\_.

User understands that 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 premises and Facility on an “as is” basis.

**4. DATE and TERM OF USE.** Such Event will take place on \_\_\_\_\_ (month day, year), from \_\_\_\_\_ (starting time, with a.m. or p.m.) until \_\_\_\_\_ (ending time, with a.m. or p.m.). **User may enter and occupy the Facility at the opening of gate on said rental date, to decorate or set up, and may occupy the Facility until dusk, closing of the gate.**

**1. ENTIRE AGREEMENT.** This Facility Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

I, \_\_\_\_\_ (printed name of User), acting on my own behalf and also acting on behalf of \_\_\_\_\_ (name of organization, if applicable), being fully authorized to do so, hereby waive and release any and all claims against Town of Georgia, together with its various departments, employees, officers, elected officials, agents, and any and all other persons or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the use of any facilities pursuant to this Agreement, and further undertake to defend and indemnify all of the aforesaid parties against any and all such claims and forever hold them harmless from the same. **I also certify that I have read this form and that all information stated herein, including any information on the facility use policy appended hereto, is true to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Signature of User Date: \_\_\_\_\_

Address of User: \_\_\_\_\_ Cell phone #: \_\_\_\_\_

**APPROVED BY THE Town of Georgia** Date: \_\_\_\_\_

**By \_\_\_\_\_, duly authorized Agent**