



Town of Georgia Facilities Use Policy

POLICY

Purpose

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).

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.

Facilities to which this Policy applies

Georgia Beach Pavilion and grounds

Georgia Library Community Room.

Georgia Fire & Rescue Community Room.

Georgia Town Hall Meeting Room.

Priority of Use

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.

Availability

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.)

Please see the attached fee schedule for the current fees and deposit required for use of Georgia Beach Pavilion & Grounds. Non-Profit organizations and other groups may apply in writing to the Selectboard 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.

The Georgia Library Community 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.

Please see the attached fee schedule for the current fees and deposit required for use of Georgia Public Library Community Room. Non-Profit organizations and other groups may apply in writing to the Library Trustees in advance of their requested meeting date to request a waiver of this fee. The "fee waiver request" is at the discretion of the library Trustees.

Georgia Fire & Rescue Community Room - by appointment only, please contact Town Hall for the current fees and deposit requirements and scheduling of event.

Georgia Town Hall Conference Room - by appointment only, please contact Town Hall for the current fees and deposit requirements and scheduling of event.

INDEMNIFICATION AND HOLD-HARMLESS

Users agree 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 or from any cause arising out of or during the use and occupancy of the Facility by User and User's employees, agents, contractors, guests, and invitees.

CANCELLATION

The user fee will not be refunded if notice of cancellation is received by the Town less than **10 (Ten)** days before the Event. 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.

TERMS OF FACILITY USE

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

Animals are not permitted on the grounds of any facility with the exception of service animals.

No open fires. Barbecue pits are available for patrons use.

No glass bottled beverages, cans or plastic only.

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 location(s).

No sign or temporary structure may be placed on the premises without obtaining advance written approval from the Town. Any signs or temporary structures placed on the premises by User shall be promptly removed by the User at the end of the event.

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.

Use of the facility shall not create any nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities.

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. Vehicles are not permitted anywhere other than in designated parking spaces outside the facility.

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.

No Skateboards, bikes, blades or wheels allowed on the tennis/basketball court(s). 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.

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 Town 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.

Occupancy

Occupancy of the facilities will be limited as follows:

<u>Facility</u>	<u>Maximum Occupancy</u>
Beach Pavilion	200
Library Community Room	35
Georgia Fire & Rescue Community Room	49
Town Hall Letourneau Meeting Room	20

VACATING FACILITY

At the expiration of 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 of this agreement so that the facility is in the same condition (ordinary wear and tear excepted) as at the inception of the event.

INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY

The Town 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 Town property that occurs during the event.

RETURN OF SECURITY DEPOSIT

Promptly after the event, the Town will inspect the facility. If no damage has been caused to the facility, and if cleaning activities specified in 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 Town will return the security deposit to User by first class mail within fourteen business days. If damage has been caused to the facility, or cleaning activities specified in this agreement have not been carried out, Town may retain all or a portion of the security deposit and give written notice to User specifying the amount retained and the reasons therefore. In addition to retaining the security deposit, the Town may pursue any additional remedies authorized by law to recover its damages or losses.

RIGHT OF ENTRY AND TERMINATION

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

CONFORMANCE WITH THE LAW

User agrees that User will abide by and conduct its affairs in accordance with the Town'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.

TOWN OF GEORGIA

FACILITY USE AGREEMENT FOR A ONE-TIME EVENT

This Agreement, dated _____, is by and between Town of Georgia (hereafter "Town") 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:

FACILITY

The Town 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 _____.

OCCUPANCY

Occupancy of the facility shall be limited to _____ persons, including User's employees, agents, contractors, licensees, guests, and invitees.

EVENT

User is granted a license to use the facility for the following event and no other purpose: _____

User understands that Town 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 Town is providing premises and facility on an "as is" basis.

DATE AND TIME OF USE

Such event will take place on (month,day,year) _____, from _____ (starting time A.M. or P.M.) until _____ (ending time A.M. or P.M.)

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 action 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.**

X

Signature of User

Date: _____ Users Cell Phone #: _____

Address of User: _____

APPROVED BY THE TOWN OF GEORGIA ON:

DATE: _____

BY _____, Duly Authorized Agent.

Available Facilities & Rental Rates

Facility	Resident Rate	Non-Resident Rate	Deposit Notes	
Georgia Beach Pavilion & Grounds	\$250 / day	\$500 / day	\$200	Seasonal use; May-Sept
Georgia Public Library Community Room	\$0 / day	\$0 / day	\$50	Subject to library hours and approval
Georgia Fire & Rescue Community Room	\$50 / day	\$50 / day	\$50	Includes tables & chairs
Georgia Town Hall Meeting Room	\$0 / day	\$0 / day	\$50	Includes tables & chairs
