

**TOWN of POWNAL, VERMONT**  
**FACILITY USE RESERVATION AGREEMENT FOR ONE-TIME EVENT**  
**OVER 25 CITIZENS Private or for-Profit Organizations**

Nothing in this document is to prevent every day casual use of Town Parks, nor does it mean to imply an application is required for casual use. Non-profit organizations are waved from user fees or deposits, but must still complete this application and submit it to the Select Board.

This Agreement, dated \_\_\_\_\_, is by and between the Town of Pownal (hereafter "Town"), and user (name): \_\_\_\_\_, (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 Town grants a license to user for facility use \_\_\_\_\_ (name of facility) (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 25 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 Town does not warrant or represent that the Facility is safe and suitable for users' purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and facility in connection with User purposes that Town is providing the premises and facility on an "as is" basis.

4. **DATE and TERM OF USE.** Such Event will take place on \_\_\_\_\_, from \_\_\_\_\_ until \_\_\_\_\_. User may enter and occupy the Facility \_\_\_\_\_ before the starting time of said Event to set up the Facility, and may occupy the Facility for \_\_\_\_\_ after the end time of said Event to clean the Facility.
5. **TERMS OF FACILITY USE.** The User understands and agrees to all of the following terms of use:
  - The sale, possession, consumption and use of tobacco, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
  - Animals are not permitted inside the Facility with the exception of service animals.
  - 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.
  - User is responsible for cleaning the Facility immediately after the Event. This includes: sweeping, trash removal, portable equipment, party decorations, food etc.

- Use of glass beverage containers is forbidden. The sale of products in glass bottles is permitted as long as they are not consumed on park property.
- Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone utilizing adjacent or common premises and facilities. Noise level shall be no greater than 85 dB for more than two hours.

[Noise Navigator® Sound Level Database, E-A-R 88-34/HP, by Elliott H Berger, Rick Neitzel, and Cynthia A Kladden, E•A•RCAL Laboratory, 3M Occupational Health & Environmental Safety Division.](#)

- User is responsible for the cost of all repairs to the Facility required as a result of damage caused by Use or User's employees, agents, contractors, licensees, guests, and invitees.
- Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
- For all Events involving minors (persons 17 years or under), there shall be at least one (1) adult over 18 years of age for every 10 (ten) minors for the duration of the Event.
- Facility hours shall be: 9:00 am until 8:00 PM weekdays and Sunday, 9:00 am until 10:00 pm Friday, Saturdays and Holidays. Music, or anything producing sound shall conclude by 9:00 pm.

User also understands and agrees (i) that it is responsible for all actions of its participants and guests; (ii) that any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Town; and (iii) that Town reserves the right to immediately terminate this Agreement and Users use of the Facility in the event of any violation of the foregoing terms of use without liability to Town. In the event Users use of the premises and facilities involves participants who are minors (including the minor children of participants), then User shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult.

**6. SALE, POSSESSION, CONSUMPTION, AND USE OF ALCOHOLIC BEVERAGES AND TOBACCO PRODUCTS.** The sale, possession, consumption and use of alcoholic beverages, any form of tobacco use and vaping is prohibited.

**7. VACATING FACILITY.** 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.

**8. 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.

**9. USER FEE AND SECURITY DEPOSIT.** Private user will pay the Town a user fee of \$50.00 at the time of signing this Agreement. User will also pay the Town a security deposit of \$100 at the signing of this agreement.

**10. 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 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 Town 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, Town 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 Town may pursue any additional remedies authorized by law to recover its damages or losses.

**12. INDEMNIFICATION AND HOLD-HARMLESS.** Private user agrees 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 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.

**13. CANCELLATION.** The user fee will not be refunded if notice of cancellation is received by the Town less than 10 days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will not 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.

**14. RIGHT OF ENTRY AND TERMINATION.** The Town, 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 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.

**15. 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.

**16. 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 the Town of Pownal, 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 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 thereon, 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 POWNAL** Date: \_\_\_\_\_

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

**TOWN of \_\_\_\_\_, VERMONT**  
**FACILITY USE AGREEMENT FOR MEETINGS AND OTHER ONGOING**  
**EVENTS AT WHICH NO ALCOHOL WILL BE SERVED, SOLD, OR**  
**CONSUMED**

This Agreement, dated \_\_\_\_\_, by and between the Town of Pownal, (hereafter "Town"), and (Name) \_\_\_\_\_, (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 Town grants a license to User to use the (Facility Name) \_\_\_\_\_ (hereafter "the Facility") for the Events and time periods described below. User's rights under this Agreement include the use of (list equipment) \_\_\_\_\_ but do not include: (Equipment not used) \_\_\_\_\_
2. **OCCUPANCY.** Occupancy of the event shall be limited to number ( \_\_\_\_\_ ) employees, agents, contractors, licensees, guests, and invitees.
3. **EVENTS.** User is granted a license to use the Facility for the following purpose and no other purpose:  
\_\_\_\_\_.

User understands that Town does not warrant or represent that the Facility is safe and suitable for Users purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and facilities in connection with Users purposes that Town is providing the premises and facilities on an "as is" basis.

4. **DATES and TERM OF USE.** Such Events will take place on the following dates: \_\_\_\_\_ on \_\_\_\_\_ until. User may enter and occupy the Facility \_\_\_\_\_ before the starting time of said Events to set up the Facility, and may occupy the Facility for \_\_\_\_\_ after the end time of said Events to clean the Facility.

5. **TERMS OF FACILITY USE.** The User understands and agrees to all of the following terms of use:
  - The sale, possession, consumption and use of tobacco, alcohol, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
  - The use and possession of weapons and firearms are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
  - Animals are not permitted inside the Facility with the exception of service animals.
  - No sign or temporary structure may be place on the premises without obtaining advance written approval from Town. Any signs or temporary structures placed on the premises by User shall be promptly removed at the end of each of the scheduled Events.
  - 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.
  - User is responsible for cleaning the Facility immediately after the Event. This includes:  
\_\_\_\_\_
  - Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone utilizing 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 Use or User's employees, agents, contractors, licensees, guests, and invitees.
- Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
- For all Events involving minors (persons 17 years or under), there shall be at least \_\_\_\_\_ adult over 18 years of age for every \_\_\_\_\_ minors for the duration of the Event.

User also understands and agrees (i) that it is responsible for all actions of its participants and guests; (ii) that any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Town; and (iii) that Town reserves the right to immediately terminate this Agreement and Users use of the Facility in the event of any violation of the foregoing terms of use without liability to Town. In the event Users use of the premises and facilities involves participants who are minors (including the minor children of participants), then User shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult.

6. **VACATING FACILITY.** At the expiration of the above stated dates and times, 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.

7. **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.

8. **USER FEE.** User will pay the Town a user fee of \$ 50.00 at the time of signing of this Agreement.

*[If a security deposit is required by the Town, insert the following section:*

9. **SECURITY DEPOSIT.** *In addition to the user fee specified above, User will also pay the Town a security deposit of \$ 100.00 at the signing of this Agreement. Such security deposit will be returned subject to the following conditions: Promptly after each of the scheduled Events, the Town will inspect the Facility. If damage has been caused to the Facility, or cleaning activities specified in Section 5 of the Agreement have not been carried out, the Town may retain all or a portion of the security deposit, give written notice to User specifying the amount retained and the reasons therefor, and require an additional security deposit before the next scheduled Event takes place. In addition to retaining the security deposit, the Town may pursue any additional remedies authorized by law to recover its damages or losses. If, at the conclusion of all of the Events, cleaning activities specified in Section 5 of this Agreement have been conducted and 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 seven days after the conclusion of the last of the scheduled Events.]*

10. **INSURANCE.** For all Events, User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town 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 Town with a certificate of such insurance coverage at the time of signing this Agreement.

11. **INDEMNIFICATION AND HOLD-HARMLESS.** User agrees 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 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.

12. **CANCELLATION.** The user fee will not be refunded if notice of cancellation is received by the Town less than 10 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 rental fee and security deposit will be refunded.

13. **RIGHT OF ENTRY AND TERMINATION.** The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Events 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 Rental Agreement prior to the expiration of its term without any refund to User.

14. **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.

15. **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 the Town of Pownal, 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 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 thereon, 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 POWNAL, Date:** \_\_\_\_\_

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