

Town of Milton, Vermont
Rental Rates for 135 River Street

Time Blocks

Rental rates are based on 4-hour time blocks, with the following blocks available daily. Time block includes setup and take down. Facility must be vacated at the end of the time block.

Monday – Sunday

- 8 a.m. – 12 p.m. (noon)
- 1 p.m – 5 p.m
- 6 p.m – 10 p.m

Standard Rental Rates

Upstairs: Large Open Auditorium Space with Stage

Room is setup with no furniture; tables and chairs are available. Maximum occupancy of 130.

- Milton Resident: \$250 per block
- Non-Resident: \$300 per block

Downstairs: Kitchenette and Dining Area

Room is set up with rectangular tables and chairs for maximum occupancy of 100.

- Milton Resident: \$250 per block
- Non-Resident: \$300 per block

Special Rental Rates and Other Notes

The following event types qualify for special rate consideration.

- **Meetings:** The downstairs facility is available *at no charge* for 2-hour meetings on a limited basis. Timeslots are reserved on select days from 5 – 7 p.m. Available timeslots will vary. Please call the Town Manager’s office for availability: 802-891-8020. Town functions take first priority. Please reference the “Use of Meeting Rooms Policy” for additional information.
- **Town Events:** There is no charge for Town departments or Town organizations to use the facility, with the exception of a “per participant fee” for Milton Recreation Department programs.
- **Non-Profits Serving Milton Residents:** Rental fee may be waived if facility is not being used by another event. Limit 4 occurrences per year.
- **For Profit Businesses:** Use of the meeting space for commercial business is limited to 3 occurrences per year, unless otherwise approved by the Town Manager.
- A 10% discount on rental rates will be applied for rental of entire facility (both upstairs and downstairs) and/or for multiple, consecutive time blocks.
- Users will be required to leave a credit card on file at the time of the reservation. The card will be charged for any damages caused during the event.
- Rentals outside standard time blocks will be charged an additional \$50 an hour
- Other exceptions may be considered at the discretion of the Town Manager. Please call the Town Manager’s office with questions: 802-891-8020

The Town Manager has the final authority on all rental agreements.

The following pages are for review only at this stage.

After your application has been reviewed and accepted by the Town, the following agreement will be completed and sent to you to review and sign. Your reservation is secured upon receipt of this signed agreement and payment of the agreed-upon price.

Town of Milton, Vermont
Facility Use Agreement for 135 River Street

This Agreement, dated _____ is by and between the Town of Milton, VT (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 135 River Street, Milton, VT (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 starting at _____ and may occupy the Facility until _____.

5. GENERAL TERMS OF USE

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

- 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.).
- 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 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.
- Decorations may not be fastened to the walls with thumb tacks, nails, or staples. Masking tape is permitted but must be removed at the conclusion of the event. Candles must be completely enclosed in a glass or non-flammable holder. The use of glitter, metallic confetti, straw, rice, birdseed, or hay is prohibited in the ballrooms and/or on the grounds. No rice, birdseed, or other similar items shall be thrown in or around the Facility. Immediately following the completion of the function, all decorations, trash, or other debris must be thrown away.
- User is responsible for cleaning the Facility immediately after the Event. Clean-up is the Applicant's responsibility. Please leave the Grange facility the way you found it. Applicant is expected to provide sufficient supervision to minimize spillage of food, beverages, art supplies, etc. on the Facility floors during the rental

event. Any Applicant leaving excessive trash in the main hall, kitchen, restrooms, lobby, and/or outside of doors is subject to additional charges. Applicant must finish the clean-up no later than the time the Applicant has identified as the ending time for his/her event.

- 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.
- In the event of youth or underage event, additional security may be required. The client may provide chaperones for the youth event with prior authorization.
- For all Events involving minors (persons 17 years or under), there shall be at least five (5) adults over 18 years of age for every 20 minors for the duration of the Event.
- Any services and/or requirements of the Town will be at the expense of the Applicant. Town staff will provide an estimate of costs to the Applicant prior to the event and payment will be expected to in advance of the event.
- Kitchen usage is limited to preparation only, as there are no resources in the kitchen or on the premises for stove-top cooking. The Applicant may use the kitchen's refrigerator, sink, and ovens. Refrigerator must be emptied at the end of the event.
- Kitchen usage is only available for Users renting the Downstairs portion of the facility.
- All food must be prepared by, brought onto the premises, and served by Applicant or a caterer that is designated by the Applicant.
- Applicant must provide on meal-related paper products (cups, plates, napkins, utensils, etc.). Items in kitchen cupboards, drawers, etc. should not be used.
- All guests attending the event shall remain within the designated areas.
- The Applicant's guest number may not exceed the allowed number of people in the facility at any time during the event.
- No smoking will be permitted in any area of the facility at any time.
- The Town will not be held liable for any property left on the premises after the event's conclusion.
- The Town, its officers, agents and employees shall have the right to enter the event to confirm the Applicant's conformance to this Application and if a breach is determined, the Town shall have the right to immediately terminate this Application and use of the Town facility prior to the conclusion of the event without refund.

User also understands and agrees that (i) it is responsible for all actions of its participants and guests; (ii) any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Municipality; and (iii) Municipality reserves the right to immediately terminate this Agreement and User's use of the Facility in the event of any violation of the foregoing terms of use without liability to Municipality. In the event that User's 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. RENTAL FEE

Rental Fee: \$ _____

Fee includes the following discounts or special rates: _____

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 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.

9. CREDIT CARD HOLD FOR DAMAGES

User will pay the Municipality the appropriate rental fee at the time of signing this Agreement. At the signing of this Agreement, User will also provide to the Municipality 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 cleaning activities specified in Section 5 of the Agreement have not been carried out. User will be notified of any charges incurred within 72 hours of the event date.

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 destroy credit card information and notify user via email. 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 charge all or a portion of the costs to restore and give written notice to User specifying the amount charged and the reasons therefor. In addition to the charge, the Municipality may pursue any additional remedies authorized by law to recover its damages or losses.

10. INSURANCE

The public is not covered under the Town of Milton's Insurance Policy. On the application for facility use, the User indicated the following option (as marked):

- ☐ User will provide proof of insurance for the event or activity with a Certificate of Insurance Coverage. The Certificate must name the Town of Milton as an additional insured and show coverage in the amount of combined minimum single limit coverage of \$300,000 per occurrence and \$300,000 in the aggregate. This Certificate shall remain in force from the date and time of the beginning of the event until the date and time of the end of the event. Adding the Town of Milton as an additional insured to the User's homeowners policy may be of no additional cost to the User.

Certificate of insurance received (date): _____ ☐ **Not yet received**

- ☐ User will purchase insurance (including liquor liability insurance) from their own insurance agent or online, showing the Town of Milton as additionally insured.

Certificate of insurance received (date): _____ ☐ **Not yet received**

- ☐ The User agrees to indemnify and hold the Town of Milton, 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 of the Town's Facility by the Applicant, the Applicant's guests, agents, or employees. By selecting this option, User assumes responsibility and will be held liable for any such claims.

11. SALE, POSSESSION, CONSUMPTION, AND USE OF ALCOHOLIC BEVERAGES

On the application, the User indicated that: ☐ alcohol will be served ☐ alcohol will NOT be served

Consumption of alcohol on the premises is expressly forbidden without prior written approval by designated Town representative, and under one of the following circumstances. The User indicated as shown:

- ☐ The liquor is catered. The caterer must provide proof of insurance including liquor liability because they are responsible under their liquor license for safely serving alcohol to guests.

Certificate of insurance received (date): _____ ☐ **Not yet received**

- ☒ The event is BYOB. User agrees to purchase single-use liability insurance coverage as stated in Section 10. Policy must have \$1,000,000 limit.

Certificate of insurance received (date): _____ ☐ **Not yet received**

Based on the information above, 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.

12. CANCELLATION

Only the authorized representative shown on this application may cancel the event. The user fee will not be refunded if notice of cancellation is received by the Municipality less than one (1) week before the Event. A cancellation fee of 50% will be assessed if cancellation is made with less than 1 week's notice. In the event of a power outage or other event that may render the Facility unusable, the user fee will be refunded.

13. 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.

14. CONFORMANCE WITH THE LAW

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.

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 Milton, Vermont, 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: _____

Phone Number: _____

The Applicant will be notified as soon as possible of the action taken with regard to approval or rejection of this Application.

APPROVED BY THE TOWN OF MILTON, VERMONT

By _____ Date: _____
Duly authorized Agent

For information
purposes only