

# Town of Walpole Town Hall Rental Agreement

<input type="checkbox"/>	Insurance Required
<input type="checkbox"/>	Insurance Certificate Received: _____
<input type="checkbox"/>	Insurance Not Required (Non-profits)

<b>Date of Event</b>	<b>Type of Event</b>
<b>Name of Renter</b>	<b>Number of Guests</b>
<b>Physical Address</b>	<b>Daytime Phone #</b>
<b>Town, State, Zip</b>	<b>Cellphone #</b>
<b>Mailing Address</b>	<b>Work Phone #</b>
<b>Town, State, Zip</b>	Fob Checked Out: _____
	Fob Checked In: _____

**I am agreeing to rent the Walpole Town Hall ( Circle One)**

**Full Day Rental** This is just one day; it does not include extra days for set-up or clean up.  
**3-Day Weekend Package** This Friday (noon) to Sunday (3 PM) unless arrangements have been made.

**I am certifying that I am renting the Town Hall as a: (Circle One)**  
 Town of Walpole Resident    Non-Resident    Walpole Business    Non-Walpole Business

**I certify that I have read, understood and have agreed to the Town Hall Rental Agreement and information. I also certify that I have read and signed the Indemnity Agreement. I have received a copy of this agreement.**

**I understand that the balance due on the rental is due within 60 days of the rental. I understand that if the balance is not paid within the time allotted I may forfeit my rental and deposit.**

Renter's Signature	Office Personnel
Date	Date

Deposit: \_\_\_\_\_ Rental Fee: \_\_\_\_\_ Total Amount Due: \_\_\_\_\_  
 Deposit Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Cash/Check#: \_\_\_\_\_  
 Balance Due: \_\_\_\_\_ Balance Due on or before: \_\_\_\_\_  
 Date Balance Paid: \_\_\_\_\_ Amount: \_\_\_\_\_ Cash/Check #: \_\_\_\_\_

Renter's Signature	Office Personnel
Date	Date

**TOWN OF WALPOLE, NEW HAMPSHIRE  
FACILITY/PREMISES LICENSE AGREEMENT**

This Agreement, dated \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Walpole and \_\_\_\_\_ (“User”), is for a temporary revocable license to use a public facility or premises in the **Town of Walpole**.

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

1. FACILITY/PREMISES. The Town Allows Use of the Town Hall for the Event described below, subject to the terms and conditions set forth below.

2. EVENT. Describe the Event for which the Facility/Premises will be used:

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3. DATE and TERM of LICENSE. The date of the Event will be \_\_\_\_\_, from \_\_\_\_\_ (AM/PM) until \_\_\_\_\_ (AM/PM), at which time the LICENSE expires.

4. NATURE OF LICENSE. License to use the Facility/Premises will be temporary, revocable and conditional. The Town of Walpole reserves the authority to revoke the license in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon the license in the public interest.

5. SMOKING and ALCOHOL. **Smoking is prohibited in the Facility/Premises.** Receptacles are required for smoking outside the buildings. If alcohol is to be sold, a temporary license must be obtained from the New Hampshire State Liquor Commission. Phone number: 603-271-3755

Conditions of alcohol service approval:

- Alcohol may only be served by a single licensed, insured and approved vendor, which will be the sole source of alcoholic beverages at the function.
- The vendor serving alcohol will be required to submit proof of licensure and insurance, to include general liability, liquor liability, automobile liability, property, and workers compensation. The Town of Walpole shall be included in the vendor’s liability policies as an additional insured for the event.
- The service vendor must include the Town of Walpole as an additional insured on its liability policies in relation to the function.
- Additional Conditions: \_\_\_\_\_

If alcohol is to be served, but not sold, the following conditions apply:

- Alcohol consumption must strictly comply with all applicable laws and regulations.
- Alcohol shall not be served to minors.
- Intoxication is prohibited.

- Persons who are intoxicated or who appear intoxicated shall not possess or consume alcohol and must safely leave the event without operating a motor vehicle.

6. **INSURANCE.** User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Walpole is an additional insured with coverage of \$1,000,000 per occurrence. User will furnish the Town with a certificate of insurance and endorsement. If you cannot provide proof of insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) through a special program. For more information about how to purchase your TULIP, please contact the Selectboard office at 603-756-3672.

7. **SECURITY DEPOSIT & RENTAL FEE.** The amount of your deposit and rental rate is dependent upon your place of residence and non-profit status of your organization. See attached rate sheets.

8. **CLEAN-UP.** User will leave the facility/premises in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility/Premises required as a result of damage caused by User and/or User's guests or vendors.

9. **RETURN OF SECURITY DEPOSIT.** Within three (3) business days following the Event, the Town will inspect the Facility/Premises. If User and/or User's guests or vendors have not caused any damage to the Facility/Premises, the Town will return the security deposit to User. If User and/or User's guests or vendors have caused damage to the Facility/Premises, the Town may retain all or a portion of the security deposit. If the Town retains any of the security deposit, it will give written notice to User specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

10. **INDEMNIFICATION AND HOLD-HARMLESS.** To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the Town of Walpole, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of User or its agents, employees, guests, vendors, contractors or subcontractors, and even if allegedly or actually caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

11. **ASSIGNMENT.** This Agreement is not assignable to any other person or entity.

12. **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 it would like to terminate the License for any reason it shall have the right to immediately terminate this Agreement at any time without penalty or liability and User, its guests and vendors shall cease the event and exit in an orderly manner.

13. **CONFORMANCE WITH LAW AND RULES.** User agrees that User will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances. User shall not engage in or allow any disorderly, unruly, loud, unsafe or illegal activity to occur at the Town facility/premises.

14. MODIFICATION/AMENDMENT/MERGER. This Agreement constitutes the entire merged Agreement between the parties. Any modification, amendment or supplementary provisions must be in the form of a writing signed by the parties and which expressly modifies this agreement.

15. SEVERABILITY. If a Court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A Court may reasonably reform any stricken provision in order to effectuate the parties' intent.

16. CHOICE OF LAW/FORUM. This Agreement shall be construed under New Hampshire substantive law without regard to any rules governing choice of law. Any court action regarding this Agreement must be filed and litigated in the New Hampshire Superior Court in Rockingham County, New Hampshire.

17. ATTORNEY'S FEES AND COSTS. In regard to any legal proceedings regarding this Agreement, the Town shall be entitled to recover from User the Town's reasonable attorney's fees and costs to the extent the Town is a prevailing party.

The parties have executed this Agreement at Town Hall of Walpole, New Hampshire this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TOWN OF WALPOLE

RESPONSIBLE PARTY

By \_\_\_\_\_

\_\_\_\_\_  
[Duly authorized Agent] [Name]

\_\_\_\_\_  
[Organization, if applicable]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, Zip]

Phone and Email: \_\_\_\_\_

\_\_\_\_\_

# TOWN OF WALPOLE

PO BOX 729  
34 ELM ST  
WALPOLE, NH 03608  
603-756-3672

## Instructions for Facility/Premises License Agreement

A temporary license to use public facilities or premises in the Town of Walpole, NH for private functions is permissible with approval of the Selectboard office. To submit a request for a temporary license to use the Town of Walpole facilities or premises, please follow the instructions below.

1. Provide all of the information requested in the Facility/Premises License Agreement.
2. Submit one (1) copy of your certificate of liability insurance coverage, in which the Town of Walpole, NH is listed as an additional insured, and attach the actual additional insured provision or endorsement from your liability policy. Liability coverage limits must be no less than \$1,000,000 per occurrence. Your request will not be considered without proper proof of insurance.
3. You will be required to carry insurance, indemnify the Town and provide a security deposit and rental fee. Dates are not held until both proof of insurance and a security deposit are received by the Selectboard Office. Requests to waive any of these requirements must be made to the Selectboard office and will be granted only when based on substantial hardship.
4. Return the completed Facility/Premises License Agreement to the Selectboard office for review. Please allow five (5) days for review and approval.
5. If you have questions regarding the Facility/Premises License Agreement, please contact the Selectboard office.
6. Carefully review the attached policy and rules regarding private use of public premises in the Town of Walpole, NH.

# Town Hall Rental Guidelines and Information

## **FIRE SAFETY IS YOUR RESPONSIBILITY**

### **ANY OPEN FLAME is prohibited in the Town Hall.**

Open flame devices include candles of all types and any pyrotechnics. Sterno may be used if it has a State approved fire safety seal.

The Town of Walpole acknowledges that the kitchen has an open pilot flame commercial stove in its kitchen.

- Renters are to take care in the use of the stove at all times.
- An exhaust fan must be used when the stove and/or oven are in use.
- Exhaust fan off/on switches are to the left of the stove hood.
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- **NO LIVE VEGETATION DISPLAYS** are allowed i.e. Christmas trees, large plants, etc.
- **NO SMOKE MACHINES** can be used inside the Town Hall.
- **NO TRASH** is to be left inside town hall.

**MAXIMUM CAPACITY:**      First Floor: 175      Second Floor: 250

**If a fire occurs, you may be liable for the damage.**

## **IN CASE OF AN EMERGENCY - CALL 911**

### **SMOKING is not allowed in the Town Hall**

Should there be smoking outside, please provide proper disposal means for cigarette butts.

### **NO alcohol is to be consumed outside of the Town Hall.**

- If alcohol is to be sold, a temporary license **must** be obtained from the New Hampshire State Liquor Commission. Phone number: 603-271-3755
- If alcohol is served, **no minors may be served**, and the Town of Walpole encourages its use in moderation. Please read carefully the Indemnity Agreement, which you must sign, for the use of the Town Hall.

**AMPLIFIED MUSIC and other audio ends at 11pm.** All amplification must be at reasonable levels as not to disturb those living in the local neighborhood.

### **CONTACTS:**

Should you need technical assistance or any other kind of help with the Town Hall please call the following: Office: (603) 756-3672 Email: [sdowning@walpolenh.us](mailto:sdowning@walpolenh.us), or after hours: Sarah Downing [Home] 603-756-3634 or [Cell or text] 603-677-2098

### **RENTAL TIMES**

Your rental time includes your set-up and clean-up time. If the rental use is after 3:00 p.m. for a half day morning rental or before 5:00 p.m. for a half day evening rental then the rental will be considered a full day rental and you will be charged the additional rate unless arrangements are made with the Selectmen's office

## **PAYMENT ~ KEYS ~ CANCELLATION ~ SECURITY DEPOSIT RETURN**

- A security deposit is required at the time the Rental and Indemnity Agreements are signed. The balance of the rental fee is due 60 days prior to the event.
- A key will be issued to the building the day before the rental unless other arrangements have been made. Keys will not be issued if payment was not made in full. Your deposit will not be returned if the key is not returned.
- If cancellation is made 45 days prior to the rental, a refund will be issued for the rental less the security deposit.
  - If the Town Hall is re-rented, the deposit will be returned.
  - If the cancellation is made within the 45 days, the rental fee and security deposit will be lost unless the Town Hall is re-rented for that date.
- The rental deposit will be returned after the use of the Town Hall **if** the rented area is left clean, without damage and no items are missing.

## **COMMON and GAZEBO RENTAL**

If restroom access is needed during your rental time, stop by Selectmen's Office the day before your event and pick up a key to building. Use is limited to the restrooms only.

- Gazebo is rented as is.
- Absolutely no alterations may be made temporarily on or to the gazebo.
- Any changes to the gazebo will automatically result in the loss of security deposit and renter will be charged for repair costs that exceed the deposit.

## **TABLES AND CHAIRS**

The following tables and chairs are for use within the Town Hall and not allowed outside:

- 18 six-foot rectangular tables in #12 basement storage room
- 200 inside-only chairs in #9 basement storage room
- 20 round tables in #10 basement storage room.
- Keys for storage rooms are included with Town Hall entry keys.
- All tables and chairs must be returned to the basement.

## **HEAT AND AIR CONDITIONING**

- The kitchen is air-conditioned. Please arrange with the Selectmen's Office to keep the air conditioning on for your event.
- The thermostats that control the heat for the first and second floors are locked.
- A key to unlock the thermostat lock boxes will be given to the renter at the time the keys to the Town Hall are picked up.
- The thermostats are set to 62 degrees. If the temperature is adjusted during the rental, it needs to be returned to 62 degrees upon exiting the building.

## **DECORATING**

- Do not hang anything from the sprinkler system.
- Pictures are **NOT** to be removed from the walls.
- Do not tape posters or pictures to walls; tape damages the paint that can result in the loss of your deposit.

## **STAGE AREA**

- **Do not use the second floor stage area without the permission of the Selectmen.** If you have permission to use the stage area, it is only in front of the curtains.
- **DO NOT GO BEHIND RED CURTAIN.** You may not use any of the material stored on the stage or the stage area as this material does not belong to the Town of Walpole.
- **DO NOT TOUCH THE THEATRICAL LIGHTS.** Violators will lose their security deposit.

## **The Walpole Players have purchased and installed many items for their productions and are not part of the rental.**

### **CLEAN UP**

**All trash must be removed from the Town Hall immediately after the event to prevent fire.**

- Trash barrels are provided for your use during the event. They are located in the basement by the elevator doors.
- The renter is responsible for supplying trash bags.
- You are to remove the trash bags only. The barrels remain in the Town Hall.
- A fee will be charged if the Town has to remove trash.
- Cleaning supplies, i.e.: broom, mop, and dustpan will be supplied by the Town. They are in the closet in the downstairs hall. It is expected that all be left as you found it.

### **KITCHEN CLEAN-UP**

**This area is inspected before and after each use.**

#### **Commercial Stove**

- The commercial stove in the kitchen is always warm to touch because it has open flame pilot lights.
- Please do not place serving items on the stove! Do not put paper or towels on the top of the stove.
- Use the fan above the stove each time you use the burners or the oven- both of which must be cleaned after use.
- Failure to clean the stove will result in the loss of your deposit.
- The stovetop and ovens need to be cleaned after each rental.
- The burners for the stovetops are removable for cleaning.
- The off/on switch for the fan is to the left of the stove near the hood in the metal box.
- Do not leave the fan on after you are finished with the stove. Turn it off.

#### **General Kitchen Clean-up**

- Please empty and wipe down the refrigerator.
- The dishes and any other equipment that is used must be washed and put away in the proper cupboards.
- Clean the sinks and counter.
- Dishcloths and towels provided. Please drape them over the dish strainer to dry.
- Microwave ovens will be available for your use. Be sure to clean them.

**Your deposit will not be returned if the kitchen is not cleaned properly.**

The Town of Walpole will make every effort to have everything in good order and asks for your help in maintaining a clean, safe and attractive Town Hall and gazebo for all to use and enjoy.