



TOWN OF SWANZEY

620 OLD HOMESTEAD HIGHWAY

P.O. BOX 10009

SWANZEY, NH 03446-0009

TOWNHALL (603) 352-7411 FAX (603) 352-6250

WWW.SWANZEYNH.GOV

Whitcomb Hall Rental Agreement

Instructions for Facility/Premises License Agreement

A temporary license to use public facilities or premises in the Town of Swanzey, NH for private functions is permissible with approval of the Board of Selectmen acting through the Town Administrator's office. To submit a request for a temporary license to use the Town of Swanzey facilities or premises, please follow the instructions below and send completed application and related documents to: Town of Swanzey PO Box 10009 Swanzey NH 03446 or jfraunfelder@swanzeynh.gov.

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 Swanzey, 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. Requests to waive any of these requirements must be made to the Town Administrator's office and will be granted only when based on substantial hardship.
4. Return the completed Facility/Premises License Agreement to the Town Administrator's office for review as far ahead of your event as possible. The Town will make every effort to make accommodations for all events, but please allow ten (10) business days for review and approval.
5. If you have questions regarding the Facility/Premises License Agreement or other related permits, please contact Jenna at 352-7411 ext. 115.
6. Carefully review the attached policy and rules regarding private use of public premises in the Town of Swanzey, NH.
7. Depending on your event you may also be required to apply for other Town permits to supplement your facility use application, including but not limited to: Town Special Event Permit, Open Container Permit, and Raffle Permit.

**TOWN OF SWANZEY, NEW HAMPSHIRE WHITCOMB HALL
FACILITY/PREMISES LICENSE AGREEMENT**

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

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

Name of Renter: _____

Mailing Address: _____

Renter Contact Information: Phone: _____

Email: _____

Type of Event: _____

Event Date: _____ Start Time: _____ End Time: _____

Anticipated Number of People at this event: _____

Please check one: Entire Hall: _____ 1st Floor Only: _____ Wedding Package: _____

1. LOCATION, HOURS, AND CAPACITY. Whitcomb Hall is located at 17 Main Street, Swanzy, NH 03446 and is owned and operated by the Town of Swanzy. The building may be used from the hours of 8 a.m. to 12 a.m. The 1st floor has a capacity of 75 occupants with tables and chairs and the 2nd floor capacity is 115 occupants with tables and chairs. The building is handicap accessible and has free Wi-Fi.

2. NATURE OF LICENSE. License to use the Facility/Premises will be temporary, revocable and conditional. The Town of Swanzy 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.

3. SMOKING and ALCOHOL. Smoking is prohibited in Whitcomb Hall or anyplace on the property. 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 Swanzev shall be included in the vendor's liability policies as an additional insured for the event.

- The service vendor must include the Town of Swanzev as an additional insured on its liability policies in relation to the function.
 - Additional Conditions: _____
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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.

4. **INSURANCE.** User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Swanzev 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 Town Administrator's office.

5. **MISCELLANEOUS INFORMATION.** Applications shall comply with the following:

- A. The applicant will be responsible for all set up of facility.
- B. Exit doors shall remain unblocked at all times.
- C. Glass containers are not allowed outside.
- D. The Town reserves the right to accept or reject any application and to prohibit the use of Town facilities for purposes which are deemed to be in violation of local decency standards or otherwise not in the best interest of the Town.
- E. Any person found to have been in violation of this policy may be denied permission to use Town facilities for future events.
- F. It shall be the responsibility of the applicant to maintain sanitary conditions in the public bathrooms of the facility at all times during events. Equipment malfunctions should be reported to the Town immediately. The use of portable toilets may be allowed (or required) as determined by the Town.
- G. The relocation or modification of Town lighting and electrical fixtures is strictly prohibited.
- H. The Town shall not be responsible for any private property stolen or damaged during events or left at Town facilities after events.

6. **SECURITY DEPOSIT & RENTAL FEE.** The amount of your deposit and rental rate is dependent upon your place of residence. See attached rate sheets.

7. **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 and cleaning required as a result of damage caused by User and/or User's guests or vendors. User

will remove all trash from Whitcomb Hall and the property or a charge for removal of trash and/or cleaning will be withheld from the Security Deposit.

8. 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 and have left the facility in a neat, orderly and clean condition, 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 or have not left the facility in a neat, orderly and clean condition, 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. Notwithstanding any criminal or civil action that may be imposed, the Town reserves the right to retain all or a part of the security deposit to pay for damages and/or cleaning and seek legal action if costs exceed the security deposit.

9. INDEMNIFICATION AND HOLD-HARMLESS. To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the Town of Swanzey, 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.

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

11. 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. There will be an individual representing the town at events being held within Whitcomb Hall to provide the renter with information relative to the functioning of the hall. Functions will be monitored at the discretion of the Town.

12. 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.

13. 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.

14. 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.

15. 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 Cheshire County, New Hampshire.

16. 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 _____, New Hampshire this _____ day of _____, 20____.

TOWN OF SWANZEY

RESPONSIBLE PARTY FOR USER

By _____

[Duly authorized Agent] [Name]

[Organization, if applicable]

[Address]

[City, State, Zip]

Phone: _____

Email: _____

Whitcomb Hall Rental
FIRE SAFETY IS YOUR RESPONSIBILITY
IN CASE OF AN EMERGENCY CALL 911.

NFPA LIFE SAFETY CODE 101 STATES:

- **NO OPEN FLAMES** can be used in a place of assembly.
- **NO LIVE VEGETATION DISPLAYS** are allowed, Ex: Christmas trees, large plants, etc.
- **NO SMOKE MACHINES** can be used inside Whitcomb Hall
- **NO TRASH** is to be left inside town hall or on Whitcomb Hall Property

CONTACTS:

Should you need technical assistance or any other kind of help with Whitcomb Hall please call the Town Administrator's office at 352-7411 ext. 115 during normal business hours. After hours please call Ann Bedaw at 603-357-3000

ACCESS TO WHITCOMB HALL

Please contact Ann Bedaw (603-357-3000) for Hall set up. She will also be the one letting you into the building.

DECORATING

Please do not hang anything from the walls, lights or ceiling.

Pictures are NOT to be removed from the walls.

No tape or wall decorations of any kind.

Only table decorations are allowed.

CLEAN UP

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

Trash barrels are provided for your use during the event. They are located by the back kitchen door. You are to remove the trash bags only. **The barrels remain in the hall.** A fee will be charged if the Town has to remove your trash or if you do not leave the facility neat and clean.

KITCHEN CLEANUP

This area is inspected before and after each use!

Please empty and wipe down the refrigerator. The dishes and any other equipment that is used should be washed and put away in the proper cupboards. Clean the sinks and counter. The stovetop and ovens need to be cleaned after each use. Your deposit will not be returned if the kitchen is not cleaned properly.

Whitcomb Hall Rental Rates

Resident Rates:

1st Floor - \$30.00 per hour or Full Day \$240.00 (8 or more hours)

Entire Hall - \$75.00 per hour or Full Day \$600.00 (8 or more hours)

\$100.00 refundable deposit

Wedding Package (Friday 12 p.m. – Sunday 3 p.m.) \$1200.00

\$200.00 refundable deposit (If event is canceled within 45 days deposit is non-refundable)

Non-Resident Rates:

1st Floor - \$40.00 per hour or Full Day \$320.00 (8 or more hours)

Entire Hall - \$100.00 per hour or Full Day \$800.00 (8 or more hours)

\$100.00 refundable deposit

Wedding Package (Friday 12 p.m. – Sunday 3 p.m.) \$1500.00

\$200.00 refundable deposit (If event is canceled within 45 days deposit is non-refundable)

All fees are subject to change