# TOWN OF SWANZEY

620 OLD HOMESTEAD HIGHWAY
P.O. BOX 10009
SWANZEY, NH 03446-0009
TOWN HALL (603) 352-7411 FAX (603) 355-8099
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, New Hampshire, 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 mail completed application and related documents to the Town of Swanzey, PO Box 10009, Swanzey, NH 03446, drop them off at 620 Old Homestead Highway, Swanzey, NH, or leave in the drop box outside of Town Hall. For questions, email whitcombhall@swanzeynh.gov.

1. Provide all of the information requested in the Facility/Premises License Agreement. Initial each page of this agreement.

2. Insurance and Liability Requirements
   For events that present a higher risk, including private parties, large gatherings, or events involving food service, or alcohol, the renter **must** provide proof of liability insurance. Submit one (1) copy of your certificate of liability insurance showing the Town of Swanzey, NH as an additional insured, along with the actual additional insured endorsement or provision from your policy. Liability coverage limits must be at least $1,000,000 per occurrence. Insurance is **not required** for low-risk uses, including Town committee or board meetings, non-profit organization meetings, or small gatherings as determined by the Town. The Town reserves the right to require proof of insurance for any event based on its nature, size, or associated risk. **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 provide 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 call 603-352-7411 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.

**Please initial that you have read this page _____**

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

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

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

Name of Renter: _____

Mailing Address:_____ Town/City:_____ Zip_____

Phone: _____ Email: _____

Type of Event: _____

Event Date: _____ Anticipated Number of People at this event: _____

Start Time: _____ End Time: _____ Full day (more than 8 hours) _____

***PLEASE NOTE: Start Time and End Time must include your set up and clean up time. There is a minimum 3-hour rental on Monday through Thursday and a minimum 5-hour rental Friday through Sunday. We cannot accommodate early access. We do not provide any sound system or projector.***

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

1. LOCATION, HOURS, AND CAPACITY: Whitcomb Hall is located at 17 Main Street, Swanzey, New Hampshire, and is owned and operated by the Town of Swanzey. The building may be used from the hours of 8:00 am to 12:00 am. The 1st floor has a capacity of 75 occupants with tables and chairs or 134 standing. The 2nd floor capacity is 115 occupants with tables and chairs or 188 standing/seated (no tables). 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 Swanzey reserves the authority to revoke the license at 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 by calling 603-271-3755.

   A. Conditions of alcohol service approval: (sold)
      - 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.



**Please initial that you have read this page _____**

- The vendor serving alcohol will be required to submit proof of licensure and insurance, to include general liability, liquor liability, automobile liability, property liability, and Worker's Compensation. The Town of Swanzey shall be included in the vendor's liability policies as an additional insured for the event.
- The service vendor must include the Town of Swanzey as an additional insured on its liability policies in relation to the function.

- Additional Alcohol Service Conditions: _____

  _____

  _____

B. If alcohol is to be **served, <u>but not sold</u>**, the following conditions apply:

- You will need to fill out and submit an Open Container Permit Application to the Town of Swanzey for approval (application can be found at swanzeynh.gov, click "How Do I", click "Apply For/Obtain" on left side or request one through whitcombhall@swanzeynh.gov or calling 603-352-7411 x115.
- 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 Swanzey 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 Liability Insurance Policy through www.gatherguard.com. For more information, please contact the Town Administrator's office.

5. MISCELLANEOUS: Applications shall comply with the following:

   A. Exit doors shall remain unblocked at all times.
   B. Glass containers are not allowed outside.
   C. 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.
   D. Any person found to have been in violation of this policy may be denied permission to use Town facilities for future events.
   E. 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.
   F. The relocation or modification of Town lighting and electrical fixtures is strictly prohibited.
   G. The Town shall not be responsible for any private property stolen or damaged during events or left at Town facilities after events.
   H. User will not use the back stairway except in the case of an emergency.

6. DAMAGE DEPOSIT AND 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 place it in the outside container.



**Please initial that you have read this page _____**

**Please note: A $50 cleaning fee will be applied for all events. This fee does not apply to standard meetings.**

8. RETURN OF DAMAGE 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 damage 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 damage deposit. If the Town retains any of the damage 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 damage 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 damage 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.



**Please initial that you have read this page _____**

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 in Swanzey, New Hampshire, this _____ day of _____, 20_____.

TOWN OF SWANZEY

By _____

RESPONSIBLE PARTY FOR USER

_____
[Name - Signature]

_____
[Organization, if applicable]

_____
[Address]

_____
[City, State, Zip]

Phone: _____

Email: _____

Please check all that apply

☐ Will you be serving alcohol?

☐ Will you be selling alcohol?

☐ Will you have a caterer/bartender?

☐ Will you need access to the kitchen?

A $25 fee applies for kitchen access

**Please initial that you have read this page _____**

# 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, Example: Christmas trees, large plants, etc.
- **NO SMOKE OR BUBBLE MACHINES** can be used inside Whitcomb Hall.
- **NO TRASH** is to be left inside Whitcomb Hall. It should be placed in the outside container.
- **NO SMOKING in or outside on the property. Guests must walk to the sidewalk.**
- If you did not request the use of the stove/oven ahead of your event, **DO NOT TURN ON THE GAS**.

**CONTACTS**
Should you need technical assistance or any other kind of help with Whitcomb Hall, please call the Administrative Assistant's office at (603) 352-7411 ext. 115 during normal business hours.

**ACCESS TO WHITCOMB HALL**
Please contact Katie Collins at (603) 352-7411 x115 for you access to the building 3 days prior to your event.

**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.



**Please initial that you have read this page _____**

# Whitcomb Hall Rental Rates

**SWANZEY RESIDENT RATES**

**Minimum 3-hour rental on weekdays, Monday through Thursday.**
**Minimum 5-hour rental on weekends, Friday through Sunday.**

**1st Floor** - $40.00 per hour or a full day at $320.00 (8 or more hours)

**Entire Hall** - $85.00 per hour or a full day at $680.00 (8 or more hours)

$100.00 refundable damage deposit
50% of rental fee due at booking
$50.00 non-refundable cleaning fee (basic cleaning included; renter is still responsible for removing all personal items and trash)

**Wedding Rental** (Friday 12:00 pm – Sunday 3:00 pm) $1,400.00

$100.00 refundable damage deposit
$700.00 due at booking
$50.00 non-refundable cleaning fee (basic cleaning included; renter is still responsible for removing all personal items and trash)

**NON-RESIDENT RATES**

**Minimum 3-hour rental on weekdays, Monday through Thursday.**
**Minimum 5-hour rental on weekends, Friday through Sunday.**

**1st Floor** - $50.00 per hour or a full day at $400.00 (8 or more hours)

**Entire Hall** - $110.00 per hour or a full day at $880.00 (8 or more hours)

$100.00 refundable damage deposit
50% of rental fee due at booking
$50.00 non-refundable cleaning fee (basic cleaning included; renter is still responsible for removing all personal items and trash)

**Wedding Rental** (Friday 12:00 pm – Sunday 3:00 pm) $1,700.00

$100.00 refundable damage deposit
$850.00 due at booking
$50.00 non-refundable cleaning fee (basic cleaning included; renter is still responsible for removing all personal items and trash)



**Please initial that you have read this page _____**

**NONPROFIT/GOVERNMENT/BUSINESS RENTALS**

- Local 501(c)(3) nonprofit groups within a 20-mile radius of Swanzey or local governmental agencies can book the Hall for events related to their purpose or mission Monday through Thursday up to three times per calendar year at no charge. A Whitcomb Hall Agreement must be submitted along with an insurance certificate of liability, and a $100 returnable damage deposit. The Town of Swanzey reserves the right to book a simultaneous meeting in the Hall on a different floor, if necessary.

- Local businesses within a 20-mile radius of Swanzey can book the Hall for events/meetings Monday through Thursday once at no charge. A Whitcomb Hall Agreement must be submitted along with an insurance certificate of liability and a $100 returnable damage deposit.

- There are no discounts for bookings Friday through Sunday.

- Special considerations can be requested from the Swanzey Board of Selectmen.

**CANCELLATION POLICY**

- Cancellation by the Town of Swanzey will result in the return of all funds collected for that booking. The User will be given the opportunity to reschedule their event. Reasons for cancellation by the Town include, but are not limited to, inclement weather, other natural calamities, or the necessity of the Town to conduct emergency business and the like.

- Cancellation by the User 90 or more days before the booked event date entitles the User to a return of the damage deposit and a refund of the rental fee.

- Cancellation by the User less than 90 days before the booked event date forfeits the 50% rental fee deposit. The Town will return any payments made above 50% of the rental fee including the damage deposit. The User may reschedule their event once to another available day during the same calendar year.

To reserve a date, please call Katie at 603-352-7411 x115 or email kcollins@swanzeynh.gov. Once you have a pending date, we require this agreement signed and each page initialed, your insurance certificate, $100.00 refundable damage deposit, and 50% of the rental fee in two separate checks within 10 days of your pending reservation. If not received, the reserved date will be cancelled and released to other renters. The balance of the rental fee is due 10 days before your event, as well as the $50 cleaning fee.

Applications can be dropped off at Swanzey Town Hall (620 Old Homestead Highway, Swanzey) during regular business hours, dropped off after hours in the drop-box in front of Town Hall, or mailed to Whitcomb Hall Rental, Town of Swanzey, PO Box 10009, Swanzey, NH, 03446.

***All fees are subject to change***

**Please initial that you have read this page _____**