TOWN of HYDE PARK, VERMONT

FACILITY USE POLICY AND

REQUEST FOR USE OF TOWN FACILITIES APPLICATION

Adopted by the Hyde Park Selectboard
on this 8th day of November, 2012

Amended June 9, 2016 – Alcohol Consumption at Lanpher Memorial Library

TOWN of HYDE PARK, VERMONT
FACILITY USE POLICY

General Policies:

This policy applies to all town-owned facilities and each facility may have additional rules and regulations established by its town representative, as long as those additional rules and regulations are filed with the Town Clerk and reviewed by the Selectboard.

1. Smoking – No smoking is allowed in any Town-owned buildings. Smoking outdoors and away from entry ways so that no smoke comes into a building is allowed.
2. Alcohol – Alcohol is allowed to be consumed on the following town properties with the condition that applicable State of Vermont Department of Liquor Control laws are followed:
    a. Gihon Valley Grange Hall – 5355 VT 100, North Hyde Park
    b. Lanpher Memorial Library – 50 Main Street, Hyde Park
    c. Hyde Park Recreation Ballfields – 262 McFarlane Road, Hyde Park

Application and Use Fees:

The Selectboard will review application fee amounts from time to time and post them with other town fees and charges in the town clerk's office. Applications will be required for any use of a town facility, however, town residents, state agencies and town community groups will not be charged an application fee or rental fee for the use of Community Meeting Room when the use occurs within the normal business hours of the Town Clerk's Office and the use occurs on no more than four days, or portions of days, in any one month. Town representatives shall report to the Town Clerk any adopted fee schedules, rental charges or other charges for the rental or use of town facilities. Any use approval may be revoked at any time by the town for any reason and refunds of any fees will only be made if the revocation was without cause by the Applicant.

Responsibility:

1. Each applicant shall fill out the application form which is attached hereto and adopted on the same date as the adoption date of this policy. Applications must be submitted to the appropriate town representative and the Applicant must agree, evidenced by Applicant's signature, to comply with the terms of Facility Use Policy.
2. If any damage occurs to a Town facility as a result of the use of that town facility, the cost may be assessed to the applicant, the organization or group using the facility or both.
3. The applicant is responsible for cleaning and securing the facility after use by their group, which may include turning off all lights, turning down heat, clearing out trash and group materials or returning keys.
4. Alcohol may only be served by a licensed caterer or certified server trained under Vermont DLC rules. If alcohol will be furnished, served or consumed at the Event, Applicant agrees to the following additional terms:
    A. An additional security deposit of $200.00 is due at the signing of this Agreement.
    B. Applicant shall contract with a caterer or other third party to furnish or serve alcohol at the event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of $1,000,000 per occurrence and $1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of $1,000,000 per occurrence and $1,000,000 in the aggregate. The Town of Hyde Park shall be named as additional insureds. Applicant will furnish the Town with a certificate of such insurance prior to the Event.

C. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Selectboard. The Town shall be named as an additional insured on the host liquor liability insurance.
D. Applicant and/or Applicant's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Applicant and/or Applicant's guests shall require proof of age of all persons prior to serving them with alcohol.
E. Applicant acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Applicant's sole responsibility to monitor the use of alcoholic beverages by Applicant's guests.

5. All applications shall be approved by the town representative responsible for maintaining the facility or building or Town Clerk, except if alcohol will be consumed on-site, , which shall also require the approval by the Selectboard acting at a duly warned meeting and an additional approval from the library trustees for events at the Lanpher Memorial Library confirming compliance with the Trustees policies

Reservations:

1. Reservations may be made by contacting the town representative for the facility directly. Before a reservation will be approved, a fully executed original copy of the Facility Use Policy & Facility Use Agreement must be submitted with any required fees and attachments, to the town representative for that facility.
2. Reservations will generally be granted on a first come, first served basis.
3. The Town of Hyde Park reserves the right to cancel, reschedule, or postpone any activity at its sole discretion.
4. Submission of an application does not guarantee acceptance.
5. All original applications shall be kept on file by the town treasurer for at least one year from the last day of use.

This Policy may be modified any time by the Selectboard of the Town of Hyde Park.

IN WITNESS WHEREOF, this Facility Use Policy and attached Agreement are hereby approved and adopted by Selectboard for the Town of Hyde Park, on 9th day of June 2016; to be effective immediately.

UNDER SEAL OF THE TOWN, received, filed and recorded on this 23rd day of February, ~~2016~~ 2017 at 11:15AM;

ATTEST:

Humberly Moulton

Hyde Park Town Clerk

See minutes for selectboard vote

Hyde Park Community Meeting Room
Fee Schedule

Meeting room rental fees include use of the room for up to 4 hours or until the town clerk's office closes, whichever comes first. Additional charges for use of the room(s) beyond the scheduled time or beyond the closing time of the town offices are outlined below. The fee schedule that applies to each organization or business will be determined by the Town Clerk and/or designated staff persons. The maximum occupancy of the room is 35 persons.

GROUPS & FEES

Local, County or State Government, Caucus Meetings and Schools (Includes events sponsored by local, county and state or school agencies)	**No Fee**
Hyde Park Community Groups (Not businesses; Based in Hyde Park) (Meetings must occur during normal town clerk business hours)	**No Fee**
Not For Profit Organizations [must qualify as 501(c)(3)]: This includes not-for-profit community groups and businesses who would like to rent meeting room space to conduct their own organization's meetings, events, and/or activities that may or may not be open to the public. Examples: regional social agency business meeting; Boy or Girl Scout Meetings	**$20.00**
Community Groups or For Profit Businesses Providing Educational Classes: This includes community groups or for profit businesses who would like to rent meeting room space for the purpose of providing educational classes and are open to the general public. It is understood that the community group or small business may choose to charge a fee to the public for attendance at the classes. Examples: Business Startup Workshop;	**$30.00**
Other Community Groups or For Profit Businesses: This includes community groups or for profit businesses who would like to rent meeting room space to conduct their own organization's meetings, events, and/or activities that may or may not be open to the public. Examples: Exercise group; computer training class;	**$40.00**

GENERAL RULES

1. These fees may be waived at the Hyde Park Selectboard's discretion.
2. Any approved use of the meeting room over 4 hours will incur a cost of $10.00 per hour, or portion thereof, and must be arranged in advance. If the extension is after the time the town clerk's office closes, the additional cost is $25.00 and depends on staff availability for the room inspection when the use is discontinued.
3. Payment of rental fee and proof of insurance, if required, must accompany signed application. Insurance certificates are required if a fee is being paid for use. "TULIP" insurance is available if the group does not have a current insurance for the planned use of the town facility; renters may visit the town's insurance provider for information on this temporary use insurance policy at: http://www.vlct.org/rms/pacif/liability/ or 1-802-229-9111.
4. Limited advertising of the event may occur on one exterior 4' X 2' sign displayed in the open area between Route 15 and the Park & Ride Parking Lot, and only with prior approval of the town.
5. The town is not responsible for registering participants for the scheduled event(s) and will not accept any participation fees that may be associated. That is the responsibility of the sponsoring organization or business.
6. In the event that the town office closes due to an emergency or inclement weather, use of the meeting room(s) is automatically cancelled and the rental fees will be reimbursed. The renting organization's contact person will be notified by the town. It is the responsibility of the organization to notify attendees of the cancellation.
7. If the renting organization cancels its event or meeting, they must notify the town at least two business days in advance in order to receive full reimbursement of rental fees. Rental fees will not be reimbursed if notification is received in less than two business days of the day of use.
8. The town reserves the right to cancel any function due to natural disaster, power failure, weather or other unforeseen circumstances. The town will not be held responsible for any cost(s) incurred as a result of such cancellations.
9. Failure to comply with this policy may result in denial of future use of the meeting room, financial liability for damages, and/or removal from the meeting room.
10. Meeting room attendees may not leave children unattended in the meeting room.
11. Group leader must be familiar with emergency contacts.
12. The fact that a group is permitted to meet in the town's public meeting rooms does not in any way constitute an endorsement of the group's policies or beliefs.
13. The town's phone and/or fax #s and e-mail address are not to be included in any publicity that advertises the meeting unless the program is co-sponsored by the town.

End of Fee Schedule (Approved by Selectboard 12/11/2014)

Town of Hyde Park, Vermont
Facility Use Agreement

Permission for use of a town facility may be issued at the discretion of the Selectboard, or the designated town official responsible for the facility, and approval shall only be issued for activities that comply with the Facility Use Policy and this Agreement, and any associated rules and regulations provided to the Applicant before approval. This policy ensures that the proposed use will not interfere with or disrupt governmental functions. No fees shall be charged to attendees of any meeting or event held in or on a public facility without written permission from the Town of Hyde Park. The fact that an organization is granted permission to utilize a town-owned facility in no way constitutes endorsement by the town of the policies or beliefs of that organization.

1. Town Facility: (please check below)
(If you are a non-town or non-state agency you must have a sponsor for this event. Please acquire a written sponsorship from a town agency/department or the Selectboard for your group's activities for this date and time and attach it to this form.)

- ☐ Municipal Office Building Community Meeting Room (Town Rep.: Town Clerk)
- ☐ Lanpher Memorial Library (Town Rep.: Library Director)
- ☐ Hyde Park Fire Station (Town Rep.: Fire Chief)
- ☐ Grange Hall Building (Town Rep.: Hyde Park Historical Society President)
- ☐ MacFarlane Recreation Fields (Town Rep.: Chair of Recreation Fields Committee)
- ☐ Other Location: _____

2. Date and hours requested:

From (date) _____ _____ a.m. _____ p.m.

To (date) _____ _____ a.m. _____ p.m.

3. Name of person, firm, organization or group:

_____

4. Describe purpose of group:

_____

_____

5. Framework of group:

☐ National Scope ☐ Profit ☐ Non-Profit ☐ Statewide ☐ Local

6. Number of people/buses/cars expected to attend:

People _____ # Buses_____ #Cars_____

7. Describe in detail, activities to be conducted; attaching additional pages if needed:

_____

_____

8. Name of person in charge, telephone number, mailing address and email address:

9. List names and phone numbers of persons who can supply supportive information about your group:

10. Animals other than those used to guide or assist disabled individuals are prohibited in or upon Town Facilities without the permission of the Selectboard. Do you plan to request permission to bring animals to Town Facilities?

☐ No ☐ Yes (please explain):

11. Do you plan to serve/sell food or drink, including alcohol?

☐ No ☐ Yes (please explain):

Sale or consumption of alcoholic beverages is prohibited in or upon Town Facilities without written permission of the Selectboard, which must be requested in writing. The approval of this form does not constitute permission to consume alcoholic beverages, unless all other required approvals are secured prior to use.

12. Do you request any services?

☐ No ☐ Yes (please explain):

Permitted Uses:

The Town of Hyde Park will make its facilities available on a first come, first serve basis to the groups and organizations listed in priority below. Permission to use said facilities will be granted on a case by case basis and will not be allowed for private individuals without permission of the Selectboard.

1. Hyde Park municipal boards, commissions, committees, staff or town sponsored programs;
2. Federal, state, regional or other municipal governments
3. Hyde Park-based social service or community service groups, neighborhood associations;
4. Non-profit groups which wholly or in part benefit Hyde Park residents or municipal employees; and
5. Professional associations which wholly or in part benefit town employees.
6. Private individuals or businesses to conduct meetings, hold events or activities which are not related to the above organizations.

Exemptions:

The Town Clerk may waive the application fee, security deposit requirement and insurance requirements for town residents, state agencies and community groups using the Community Meeting Room (the lower level of the Municipal Office Building), if such use is within the Town Clerk's Office normal business hours and does not involve more than four days, in whole or in part, in any one month. The Town Clerk shall require an application and fee, and possibly a security deposit and certificate of insurance, for any use by a non-resident, resident using the room after business hours for a private event, other private entity or business or a non-town sponsored group using the Community Meeting Room. If an applicant is sponsored by a town entity, then use is without charge but an application is required.

APPLICANT CERTIFICATION:
I request use of the described facilities based upon the information set forth above. I certify that I am an authorized representative of the person(s), firm, group or organization applying for permission to use the facilities and am authorized to enter into agreements and understand that any mis-statement of the information provided herein shall be grounds to refuse or revoke the application. I further agree to adhere to the town's All groups using Town facilities must comply with all local, state and federal codes, regulations and laws, including all fire and safety codes.

INDEMNIFICATION: The applicant agrees to indemnify, defend and hold harmless the Town of Hyde Park, its agencies, departments, divisions, offices, officers, employees and agents from all claims demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney's fees or other litigation expenses which may be asserted or made against or incurred by the Town of Hyde Park. The Town of Hyde Park, or its officers, employees or agents on account of or loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, mistake, negligence or other fault of Applicant, its guests, employees, agents, representatives, members or contractors and their employees, agents or representative or guests in connection with or incident to this permit, or arising out of Applicant's use of the facility. The Applicant will, if required, provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Applicant to maintain current certificates of insurance on file with the Town through the term of this permit.

GENERAL LIABILITY AND PROPERTY DAMAGE: The Town may require the Applicant to carry and provide proof of general liability insurance having all major divisions of coverage including, but not limited to: premises –operations; products / completed operations; personal injury liability and contractual liability. The policy shall be on an occurrence form and limits shall not be less than: $1,000,000 per occurrence, $1,000,000 general aggregate, and $50,000 fire legal liability. Applicant will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Hyde Park is an additional insured with combined single limit coverage of $1,000,000 per occurrence and $1,000,000 in the aggregate, and Applicant will furnish the Town with a certificate of insurance prior to the Event. Applicants that have approval to serve alcohol have additional requirements per the town's Facility Use Policy. Applicants may also secure and provide evidence of TULIP insurance coverage which is available at www.ebi-ins.com/tulip.

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 Applicant's conformance to this Agreement. If the Town determines, in its sole judgment, that Applicant 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 and prior to the conclusion of the Event without any refund to Applicant.

CONDITION OF PROPERTY: The Applicant agrees to leave the premises in a condition equal to that of the time of possession. The authorized representative shall be responsible for assuring compliance with this paragraph. Failure to comply may result in civil action for damages under 13 V.S.A. Sec. 3701 and may result in the denial of future requests for use.

COMPLIANCE WITH RULES: By signing this application and as condition of this permit the Applicant agrees that the person(s) firm, group or organization has read and will comply with all rules and regulations which are applicable to the facility which is the subject of this permit.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE:_____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

Comments or limitations: (For Town Use Only) – Attach copy of any associated rules, regulations or policies to this application.

Application Fee Required:	☐ Yes	☐ No	If so, Amount Collected: $_____
Use Fee Required:	☐ Yes	☐ No	If so, Amount Collected: $_____
Security Deposit Required:	☐ Yes	☐ No	If so, Amount Collected: $_____
Insurance Certificate Required:	☐ Yes	☐ No	(if required, attach certificate to this application)
Approved:	☐ Yes	☐ No	Decisions are not subject to appeal.

_____ _____
Selectboard or Designated Town Representative Date

Please deliver one copy of the approved or not approved application to both the Applicant and the Hyde Park Town Clerk: 344 Route 15 West, PO Box 98, Hyde Park, VT 05655. *Approved for Use by Selectboard on 11/08/2012.*