

Town of Wheelock
FACILITY USE POLICY &
AGREEMENT FORM
Amended 7/21/2026

Purpose

The Town of Wheelock has one or more facilities that are available for use by residents and members of the public. These facilities are available to all qualified users on equal terms without regard to race, color, religion, national origin, or other status covered by applicable state or federal laws or regulations. In allowing the use of these facilities, the Municipality will not discriminate against users of the facilities based on the users' particular viewpoint(s).

It is the obligation of the Municipality to ensure that its facilities are maintained in good condition and their use and maintenance do not impose an undue financial cost on the Municipality's residents. This policy is intended to help ensure that: the Municipality's facilities will be well maintained and accommodating and will provide a safe environment; and the Municipality will be fair and consistent with all parties wishing to use its facilities.

Facilities to Which This Policy Applies

This policy shall apply to the following facilities in the Municipality, which shall be available for rental during the following listed hours, at the following listed user rates, and with maximum occupancy as listed:

Facility	Resident - Non Resident	User Fee	Maximum Occupancy
Wheelock Town Hall	Resident	\$0.00	Up to 70
Wheelock Town Hall	Non-Resident	\$85.00	Up to 25
Wheelock Town Hall	Non-Resident	\$200.00	26-70
Wheelock Town Green	Resident	\$0.00	Up to 70
Wheelock Town Green	Non-Resident	\$25.00	Up to 25
Wheelock Town Green	Non-Resident	\$75.00	26-70

By written request, the Selectboard may waive the user fee for events that are not-for-profit and that serve a legitimate public and community good.

Priority of Use

It

The Municipality will make these facilities available on a first-come, first-served basis for individuals, groups, and organizations to rent during times when the facilities are not being used for Municipality programs or events sponsored by the Municipality and when they are not being used by Municipality staff, boards, commissions, or committees.

Facility Use

Any individual, group, or organization wishing to use municipal facilities shall notify the Town Clerk of the date and time on which they wish to use such facility. No use of a facility shall be permitted until a written Facility Use Agreement is executed by the Municipality, the applicable user fee and/or security deposit has been paid to the Municipality, and proof of insurance has been provided to the Municipality as required by the applicable Facility Use Agreement.

Security Deposit

In addition to the user fee listed above, a security deposit of \$50 will be required for use of a facility. An additional security deposit of \$50 will be required for events where alcohol will be furnished. Such security deposit(s) will be returned promptly to the User if no damage has been caused to the Facility and if all cleaning activities have taken place as specified in the signed Facility Use Agreement.

Alcohol, Tobacco, and Drugs

The sale, possession, consumption, and use of tobacco, marijuana, and illegal drugs are forbidden on municipal property. The sale, possession, consumption, and use of alcoholic beverages are only permitted on municipal property as specifically described in a duly executed Facility Use Agreement.

Obligations of Users

Use of municipal facilities must not disrupt the provision of municipal services. Nor shall use of a facility create a nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities. Users must return the facilities to a neat, orderly, and clean condition after their use. Users will be responsible for, and liable to, the Municipality for all repairs to the facilities required as a result of damage caused by Users.

Effective Date

This Policy shall become effective upon adoption or amendment by the Selectboard, and the fees may be amended from time to time as deemed appropriate by the Selectboard.

Amended this 21st day of July, 2026.

Signatures:

Ann Lawless _____

Mike Richardson _____

Chuck Dill _____

Town of Wheelock FACILITY USE AGREEMENT FOR A ONE-TIME EVENT

This Agreement, dated _____, 20__ is by and between the Town of Wheelock (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 the _____ Wheelock Town Hall or _____ Wheelock Town Green (hereafter “the Facility”) for the Event and time period contained herein. User’s rights under this Agreement include the use of the Facility.

2. OCCUPANCY.

Occupancy of the Facility shall be limited to 70 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:

(Describe Event Purpose Above)

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 **one hour before** the starting time of said Event to set up the Facility, and may occupy the Facility for **one hour after** the end time of said Event to clean the Facility.

5. TERMS OF FACILITY 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.).
- **User is responsible for cleaning the Facility immediately after the Event.** This includes leaving the furniture in the place it was found, sweeping the Town Hall floors (if applicable) and removing all garbage and recyclables from the premises.

- The Facility, its appurtenances, and any equipment contained therein may not be injured, damaged, marred, or defaced in any way. Neither shall nails, hooks, tacks, or screws be driven into any wall or other part of the Facility.
- 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.
- Animals are not permitted at or 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.
- For all Events involving minors (persons 17 years or under), there shall be at least 1 adult(s) over 18 years of age for every 8 minors for the duration of the Event.

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

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.

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. USER FEE AND SECURITY DEPOSIT.** User, if a resident of the Town of Wheelock, will not be required to pay a user fee at the time of signing this Agreement. If the User is a non-resident, the user fee listed above will be required at the time of signing this Agreement.

In addition to the user fees listed above, a security deposit of \$50 will be required for use of a facility. See terms below in Section 10 for the return of the security deposit.

- 10. RETURN OF SECURITY DEPOSIT.** 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 return the security deposit to User by first class mail within seven business days. 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 retain all or a portion of the security deposit and give written notice to User specifying the amount retained and the reasons therefore. In addition to retaining the security deposit, the Municipality may pursue any additional remedies authorized by law to recover its damages or losses.
- 11. INSURANCE.** User will procure and maintain, at its sole cost and expense, comprehensive general liability insurance for the Event in which the Municipality is named as an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement.

In addition to the above, if alcohol will be furnished, served, or consumed at the Event, User agrees to the following additional provisions:

- a. User will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Municipality is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement.
- b. If User will 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 \$2,000,000 in the aggregate, and liquor liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the

aggregate. Municipality and User shall both be named as additional insureds. User will furnish the Municipality 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 Municipality. The Municipality shall be named as an additional insured on the host liquor liability insurance.

12. INDEMNIFICATION AND HOLD-HARMLESS. User agrees to indemnify and hold the Municipality, 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 and occupancy of the Facility by User and User's employees, agents, contractors, licensees, guests, and invitees.

13. CANCELLATION. The user fee will not be refunded if notice of cancellation is received by the Municipality less than 2 days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the user fee and security deposit will be refunded.

14. 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.

15. 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.

16. 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 Wheelock, 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: _____ Cell phone #: _____

Email Address of User _____

Additional Contact (printed name, phone #, email address): _____

APPROVED BY THE TOWN OF WHEELOCK Date: _____

By _____, duly authorized Agent

Office Use Only:

☐ User Fee Received Payable to Town of Wheelock - \$ _____

☐ Security Deposit Received Payable to Town of Wheelock - \$ _____

☐ Keys delivered to User. Date: _____ User Initials _____ Town Initials _____

☐ Keys returned by User. Date: _____ User Initials _____ Town Initials _____

☐ Security Deposit Returned to User. Date: _____ User Initials _____ Town Initials _____

☐ Security Deposit NOT Returned to User: Date: _____ User Initials _____ Town Initials _____