TOWN OF DANIELS

APPLICATION AND AGREEMENT FOR RENTAL OF TOWN HALL

In consideration of being allowed to use the Town Hall, the undersigned responsible person, individually, and also the below-named organization, if any, collectively herein "User," hereby agree as follows:

- 1. The User accepts and shall fully comply with the Town of Daniels Town Hall use regulations contained within this application.
- 2. The Town Hall is available for use by community groups for informational, social, educational, charitable, civic, or cultural meetings and programs when not needed for Town of Daniels purposes on a first come/first serve basis. Excluded are: activities involving sale, advertising or promotion of products or services, whether for profit, non-profit, or otherwise. The Town Hall shall NOT BE USED for any activity prohibited under local, state or federal law. ABSOLUTELY NO FIREWORKS OF ANY KIND (i.e., sparklers, bottle rockets, roman candles, etc.) are allowed on the town premises. If fireworks are present, forfeiture of entire security deposit will result.
- 3. No programs are permitted which cause excessive noise, safety hazards, or security risk.
- 4. Smoking, use of alcohol and/or drugs, and pets are not permitted in the Town Hall or anywhere on the property.
- 5. Exit doors shall not be blocked in any way. No awnings, tenting or canopies shall be erected outside Town Hall entrances or staked into the asphalt parking surfaces.
- 6. The User is solely responsible for any damage done or additional clean-up required as a result of the rental, including any amount exceeding the security deposit amount. If an Organization is named below, the Person Responsible and the Organization shall be jointly and severally responsible for the damage or additional clean-up required under this agreement.
- 7. The User hereby agrees to indemnify, defend and hold harmless the Town, its officers, employees, independent contractors, and agents from any claims (including but not limited to demands, actions, and rights of action which now or may hereafter arise), costs, and expenses (including, but not limited to, accounting, consulting, engineering and attorneys' fees) arising out of damages (including but not limited to damages for personal injury, sickness, disease, death resulting from injury to or destruction of property, damages for loss of use of property because of its injury or destruction, and all other damages of whatever kind or nature) arising out of or related to the User's rental of the Town Hall.
- 8. User acknowledges and agrees that Town employees or agents shall be allowed physical access to the Town Hall for Town purposes at any time during the rental period.
- 9. Rental does not include the administrative office or shop area.
- 10. Town will not provide service to transport supplies to or from event nor staff to operate equipment in event.
- 11. User is responsible for resetting the room when event is concluded. The room must be cleaned and all furniture, floor, countertops, and kitchenette returned to original condition.