Town of Addison
Public Use Facilities Policy

1.Purpose

The Addison Community Building is a multi-purpose space designed to serve as a meeting hall, community recreational building, special event center and long-term leases. The purpose of this policy (Policy) is to regulate its use to ensure maximum benefit to the residents of Addison. The Town of Addison (Town) sets forth the following rules and regulations for the management and protection of this public facility (Facility)owned by the Town and for the safety of the persons lawfully entitled to use the same. The Town further recognizes that the Addison Community Center is a substantial municipal asset with the mission to provide the Town with resources and services that promote community activities.

2.Management of the Facility

A. The Building Manager shall be responsible for the oversight and management of the Community Center. The Facility Rental Committee shall assist with rental agreements and grants.

B. In the case of inconsistencies in operations, the Selectboard will review these matters for resolutions.

3. Priority of use

The Town and its agents retain the right at all times in its sole discretion to make individual decisions regarding the use of all public facilities including, but not limited to, the right to deny the use of the Community Center to any participant and/or spectator for any reason subject to the limitation of Section 3.G.

A. Priority of Order Use

1. Town and Public Emergencies
2. Town Boards and Committee Meetings and Functions
3. Town Residents
4. Service Groups and Non-profit organizations
5. Special Events–Weddings, birthdays, etc.
6. Special interest groups, commercial

B. All reservations are on a first-come, first-served basis through the Building Manager or the Facility Rental Committee, and in accordance with the priority use order and timelines. Exceptions may occur due to extenuating circumstances at the discretion of the Building Manager and/or the Rental Committee.

C. There shall be no implied or actual automatic renewals of any rental or use agreement,

and no such agreement to use the Community Center shall be subject to any implied or automatic renewals.

D. Municipal use takes priority over any other use. If a Town function, such as a public hearing or special meeting or election is required, the Town may require the user(s) on those dates to reschedule. The Town will make a reasonable attempt to work around existing reservations.

E. The Town of Addison shall not exclude any individual or group from using the facility due to race, color, national origin, religion, age, gender, sexual orientation, disability, veteran status or any other characteristic protected under local, state or federal law. The town does reserve the right to limit the activities conducted within the facility.

4. Available Spaces

Designated area	½ Day	All day	Weekly	Monthly	Lease
Kitchen					
Gym					
Classroom w/restroom					
Classroom w/o RR					
West Wing Classroom					
Small office Space					
Climbing Wall					

5. Reservations

A. All persons, groups, or businesses desiring to use the facility for their exclusive use for special events are required to fill out a Facility Use Agreement and Liability Waiver.

B. Requests for the use of the facility must be made by one or more individuals who are at least 25 years old, and who will be responsible for monitoring and supervising all activities at the facility during the period reserved. The renter/designated representative must be at least 25 years old and assume responsibility for the appropriateness of the activity, supervision and adherence to all policies. It shall be at the Building Manager/ Facility Rental Committed to waive the age requirement.

C. No verbal confirmation or “penciling in” of the reservation may be construed as an approval or guaranteed reservation. A Facility Use agreement shall be completed and returned for authorized signature. No date is confirmed until both parties have signed to approve or deny the request. Under no circumstances will the Building Manager grant waivers. Individuals or groups are allowed to use the Facility only if requested in writing.

D. Reservation requests should be made a minimum of three weeks in advance of the requested date to allow for review. The Building Manager or Rental Committee Is authorized to grant or deny the request. Under no circumstances will waivers be granted. The Selectboard will be notified of each reservation approved or denied. Granted reservations shall be placed on the Town Calendar.

E. If the Building Manager/Rental Committee deny a request, that decision may be appealed to the Selectboard at a regularly scheduled meeting.

F. The town reserves the right to reject a reservation request if the anticipated activity is likely to be unreasonably disruptive to regular Town functions, too large for the applicable capacity, disorderly, dangerous to persons or property, lewd or sensual in nature or in any other way inconsistent with or in conflict with any of the terms and conditions of the Policy.

G. The Town reserves the right, at its sole discretion, to reject a reservation for any reason subject to Section 3.G.

H. Reservations shall be made through the Building Manager or Rental Committee. No group or individual may reserve or use the facility unless they comply in all respects with the provisions of the Policy and submit a complete and fully executed Use Agreement and Liability Waiver and provide any insurance certificate requested. Any false, misleading or incomplete statement on the agreement form shall be grounds to deny use of the facility to the individual or group.

I. The Use Agreement and Liability Waiver shall constitute a release by the individual or group and each and all of its members, of any claim against the Town and its staff for any injury to persons or damage to property suffered by such individual or group or any of its members during or as a result of the use of the facility

J. Renters cannot sub-rent any part of the facility and may only use the facility for the approved use.

K. A refundable security deposit shall be collected for the use of the facility that requires a facility use application. The facility deposit shall be received prior to use and be held until after the rental has been completed and a satisfactory walk-through completed by the Building Manager or Rental Committee

L. Residents may reserve the Gym without cost for parties and events for themselves or their immediate family.

M. Activities that are for the benefit of the community at large may be scheduled without cost (i.e. volleyball, open gym, etc.)

N. Any activity that includes fees being charged will be assessed a user fee.

6. General Regulations

A. No operations will begin before 7:00AM; the building will be secured at 10:00 PM unless other arrangements have been made in writing before the event. Activities shall not extend beyond the hours approved in the request and are restricted to the area for which permission is granted.

B. The Facility will be carefully examined after use. The user will promptly reimburse the Town for any loss or damage occurring as a result of the use of the facility. It may also result in failure to receive reimbursement of the security deposit.

C. Groups shall be adequately and appropriately supervised by an approved adult(s) at all times and until all participants have departed the premises. All accidents and/or injuries shall be reported to the Building Manager, and an accident form is to be filled out with the Building Manager.

D. The Town, when deemed necessary or appropriate, shall require an authorized Town representative to open or close the Facility or supervise an event at a reasonable cost to the renter.

E. Temporary signage is permitted on the day of the event(s) and must comply with the Town's Zoning Regulations concerning signs.

F. In issuing posters, press releases, or any other publicity, individuals or groups may not state or imply that their programs are sponsored, supported, or approved by the Town or any other official unless the Town has agreed to such.

G. Conduct or participation in any activity in the facility where such conduct or participation is unreasonably and unnecessarily hazardous to the personal safety of or impairs or limits the lawful use and enjoyment of the Facility or area by other persons will not be tolerated.

H. Food and/or beverages are to be limited to the specified food and/or beverage areas. Food and drink containing red dyes are not allowed in the building.

I. The use of the Facility shall comply with all other Town ordinances, rules and policies.

J. It shall be unlawful for any person to impersonate any employee of the Town or interfere with, harass or hinder any employee in the discharge of his/her duties.

K. The Building Manager or Facility Rental Committee is authorized to close any public facility or portion thereof at any time for the protection of Town property or the public health, safety or well-being.

L. The Town reserves the right to require any security measure and deposits deemed necessary by the Building Manager or Rental Committee. The Town reserves the right to cancel all activities for the Community Center without notice and without providing other accommodations.

7. Event Operations

A. Americans with Disabilities Act: An individual or group reserving the Facility shall assume full responsibility for providing and paying for any special accommodations not already available in the Facility that are requested by participants attending an event in accordance with the Americans with Disabilities Act.

B. Alcohol: The selling and servicing of alcoholic beverages is not permitted in the Community center.

C. Smoking/Drugs: Use of tobacco products, cannabis products, vaping or any form of inhalants, or illegal drugs is not permitted in the facility or any part of the property.

D. Animals/Pets: Only Service animals are allowed in the Facility; all service animals must be leashed or harnessed unless these devices interfere with the service animal's work or the individual's disability prevents them from using the device. In that case, the individual must maintain control of the animal through voice, signal or effective controls.

There may be programs or events in which it is appropriate for animals (other than service animals) to be allowed in the Facility or on the property; this will be at the discretion of the Building Manager or Rental Committee and certain provisions or criteria will be established and made public prior to the event being held.

E. Event Activities

1. The Building Manager or Rental Committee shall authorize all equipment usage and reserve the right to refuse and/or cancel any equipment or Facility use request. Equipment is not to be removed from the Facility.

2. Non-marking gym appropriate footwear is to be worn in the gym.

3. Due to the nature of the structure, softball and baseball practices are not allowed in the Facility.

4. Events involving vehicles inside the building are not allowed.

5. If multiple rooms or areas are being rented on the same day by different parties, bathrooms and parking will be shared.

6. The use of fireworks on or in the property is not permitted.

7. Decorations requiring nailing or tacking anything to the walls or beams or any permanent structure in the building is prohibited.

8. Rice, confetti, glitter, bubbles, silly string or birdseed is not allowed to be used in the Facility.

9. The Building Manager or Rental Committee must approve any outside vendors (magicians, food trucks, face painter, etc.) hired by the renter.

10. Town-owned tables and chairs are to remain inside the facility.

11. The event or activity shall not cause damage from destruction or overuse of grounds, equipment, vegetation, buildings, fences or any other amenities in the public facility.

12. The proposed event or activity shall not endanger the health or safety of the person who visit the public facility.

13. The proposed event or activity shall not unreasonably disturb persons who own and/or occupy land which is adjacent to the Facility.

14. The Building Manager or Rental Committee may designate the specific area within the Facility where the event shall be permitted to take place, based upon the foregoing criteria.

15. The collection of admission fees is permitted for specific events and shall be outlined in the application.

F. Event Clean Up- The individual or group utilizing the space shall be responsible for cleaning, picking up and removing all materials placed on the walls. The Facility does not offer trash services, so all trash is to be taken by the renters. If the user(s) damages the facility or fails to clean and remove debris properly, the Town shall obtain an estimate for the damage and/or engage staff services and shall, if necessary, charge the user(s) for any additional costs. This may also result in forfeiture of deposit in full or part.

G. Violations of Agreement

In the case of a violation of this agreement and policy, the renter shall forfeit all fees and be prohibited from renting for 6 months.

8. Required Authorizations

It shall be considered a violation for any person and/or user to, without written permission from the Building Manager, to:

A. Enter the building or be in the Facility after the posted closing time or before the posted opening time, or contrary to posted notice in the Facility.

B. Solicit, sell or otherwise peddle any goods, wares, merchandise, services, liquids or edibles.

C. Expose, distribute or place any commercial sign, advertisement, notice, poster or display in the Facility.

D. Bring in, set up, construct, manage or operate any amusement or entertainment device without necessary permits.

E. Introduce any plant, animal or other agent within the Facility.

F. Build any structures or signs.

G. Start an open fire at any public facility except by written consent from the Building Manager.

H. Use of open flames to include candles or other incendiary device and effects.

I. Overnight camping and parking without consent.

J. Install, use or operate any of the following devices: Loudspeakers or sound amplifying equipment. Radios, DVD players, tape players, TV's, musical instruments or other

machines or devices for the production or reproduction of sound in such a manner as to be disturbing or a nuisance to persons of normal sensitivity within the area of audibility.

K. No benches, seats or other equipment of the Town shall be removed or changed from their place without prior consent from the Building Manager or Rental Committee.

9. Insurance and Indemnification

A. Insurance- The Town's insurance and general liability insurance does not extend to individuals and groups utilizing the public facilities. Therefore, in addition to agreeing to defend, indemnify and hold harmless the Town, its officers, agents and employees from any claims arising from the use of the Town's facilities, the applicant shall procure public liability insurance, from a company authorized to conduct business in Vermont, in an amount not less than $500,000 per occurrence for bodily injury, death and property damage, protecting the applicant and the Town, its officers, agents and employees from such claims and provide the Town with a written certificate of insurance confirming such coverage, including naming the Town as an additional named insured. If a renter doesn't have insurance, they can visit the GatherGuard website: https://app.gatherguard.com/?f=0406 . GatherGuard offers low cost event insurance with liability limits of $1,000,000 and they also automatically include the Town as an additional insured.

The insurance is mandatory for all users, otherwise required to pay a user fee under this policy, provided, that even if the Town waives the user fee, the insurance requirement shall remain in effect, provided further, that the mandatory insurance requirement will not apply to Town-based organizations that primarily serve the residents of Addison for small group activities that are unlikely to increase the Town's liability risk exposure. The Town expressly reserves the right to increase the amount of insurance based on the nature or type of rental or use proposed.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or its respective officers, agents and employees under the Vermont law or any other privileges and/or immunities provided by Law.

B. Indemnification- The applicant agrees to save, indemnify and hold harmless the Town and all of its employees, The Selectboard and its members, for or against any and all liabilities, actions, course of action and damages arising out of any negligent or tortious acts on the part of the applicant, employees or agents and from any and all fines, suits, claims, demands and actions of any kind or nature and any and all persons by virtue of or arising from the use of these facilities, equipment, or activity participation. The forgoing entities shall also be held harmless from and against all claims, damage losses, and expenses, just or unjust, including but not limited to cost of defense, including attorneys' fees arising out of or resulting from personal injury, sickness, disease or death.

10. Fees and Cancellations

A. Fees

1. The fee(s) for the Facility rental shall be specified in the Fee Schedule and approved by the Selectboard.

2. The Fee Schedule shall apply to all users. Different rates may apply to different users, but all rates shall be customary and reasonable.

3. Fee(s) collected at the time of reservation shall include but are not limited to the security/cleaning deposit ($100) and 50% of the event rental cost(s). All remaining balances shall be due in full 7 days before the planned event.

4. It shall be a violation for any person to use, without payment, any facility or area for which an application fee is required for user fee charged. Once an application is approved, and rental obligations are met, the date and facility are considered secure.

5. The Town may require the applicant to pay additional costs as needed for the event, including but not limited to the cost of providing police protection, the cost of providing additional restroom facilities, and the cost of additional staff and maintenance service Charges.

B. Cancelations

1. If notice is given, the renter is entitled to a 100% refund.

2. If the Town closes the Facility due to inclement weather, the rental will be canceled. It is the renter's responsibility to contact the Building Manager or Rental Committee to reschedule the event. If the event cannot be rescheduled, the renter is entitled to a 100% refund.

3. The Building Manager or Rental Committee, for a good cause, may withdraw his/her support for the use of any public facility by giving the applicant 48 hours a notice in advance of the scheduled event or activity. In such an event, the applicant shall be eligible for full reimbursement of fees.

Selectboard

_____	_____
Jeff Kauffman, Sr. Chair	Roger Waterman, Vice Chair
_____	_____
Peter Briggs	Robert Hunt
_____	
Steve Torrey	