



TOWN OF SWANZEY

620 OLD HOMESTEAD HIGHWAY

P.O. BOX 10009

SWANZEY, NH 03446-0009

TOWN HALL (603) 352-7411 FAX (603) 352-6250

WWW.TOWN.SWANZEY.NH.US

Whitcomb Hall Rental Agreement

Instructions for Facility/Premises License Agreement

A temporary license to use public facilities or premises in the Town of Swansey, NH for private functions is permissible with approval of the Selectboard acting through the Town Administrator's office. To submit a request for a temporary license to use the Town of Swansey facilities or premises, please follow the instructions below and send completed application and related documents to: Town of Swansey PO Box 10009 Swansey NH 03446 or jelwell@town.swansey.nh.us.

1. Provide all of the information requested in the Facility/Premises License Agreement.
2. Submit one (1) copy of your certificate of liability insurance coverage, in which the Town of Swansey, NH is listed as an additional insured, and attach the actual additional insured provision or endorsement from your liability policy. Liability coverage limits must be no less than \$1,000,000 per occurrence. 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 make 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 contact the Town Administrator's office at 352-7411 ext. 115.
6. Carefully review the attached policy and rules regarding private use of public premises in the Town of Swansey, 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.

If alcohol is to be served, but not sold, the following conditions apply:

- 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.

6. 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 Tenant User Liability Insurance Policy (TULIP) through a special program. For more information about how to purchase your TULIP, please contact the Town Administrator's office.

7. MISCELLANEOUS INFORMATION. Applications shall comply with the following:

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

8. SECURITY DEPOSIT & RENTAL FEE. The amount of your deposit and rental rate is dependent upon your place of residence and non-profit status of your organization. See attached rate sheets.

9. 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 the property or a charge for removal of trash and/or cleaning will be withheld from the Security Deposit.

10. RETURN OF SECURITY 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

17. 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.

18. 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 at _____, New Hampshire this _____ day of _____, 20__.

TOWN OF SWANZEY

RESPONSIBLE PARTY FOR USER

By _____

[Duly authorized Agent] [Name]

[Organization, if applicable]

[Address]

[City, State, Zip]

Phone: _____

Email: _____

Whitcomb Hall Rental Rates

Resident Rates:

Half Day Rate: 8 a.m. to 3 p.m. **OR** 5 p.m. to midnight

May thru September: \$200.00 plus refundable deposit of \$200.00 (total of \$400.00)

October thru April: \$250.00 plus refundable deposit of \$200.00 (total of \$450.00)

Full Day Rate: does not include day before set up or day after clean up

May thru September: \$400.00 plus refundable deposit of \$400.00 (total of \$800.00)

October thru April: \$500.00 plus refundable deposit of \$400.00 (total of \$900.00)

Non-profit rates are half of the resident rates providing a certificate of non-profit status is on file with the Town Administrator's office.

2-Day Wedding Rental: Friday 12 p.m. thru Sunday 12 p.m.

May thru September: \$600.00 plus refundable deposit of \$400.00 (total of \$1,000.00)

October thru April: \$700.00 plus refundable deposit of \$500.00 (total of \$1,200.00)

Non-Resident Rates:

Half Day Rate: 8 a.m. to 3 p.m. **OR** 5 p.m. to midnight

May thru September: \$500.00 plus refundable deposit of \$400.00 (total of \$900.00)

October thru April: \$600.00 plus refundable deposit of \$400.00 (total of \$1,000.00)

Full Day Rate: does not include day before set up or day after clean up

May thru September: \$600.00 plus refundable deposit of \$400.00 (total of \$1,000.00)

October thru April: \$650.00 plus refundable deposit of \$400.00 (total of \$1,050.00)

Non-profit rates are half of the resident rates providing a certificate of non-profit status is on file with the Town Administrator's office.

2-Day Wedding Rental: Friday 12 p.m. thru Sunday 12 p.m.

May thru September: \$800.00 plus refundable deposit of \$500.00 (total of \$1,300.00)

October thru April: \$900.00 plus refundable deposit of \$500.00 (total of \$1,400.00)