### **Orange NH Town House Facility Use:**

The Orange Town House serves as a community facility to be used primarily for Town sponsored programs and functions. Its use is largely oriented towards a variety of town functions, including the annual Town Meeting. It also serves as a polling place during elections.

The building and grounds are available for general community use for such functions as meetings or special events sponsored by private for profit or nonprofit groups. Such use however, shall not conflict with the primary uses of the facility. Specifically, there may be events or programs that are not compatible with use of the facility. The Select Board shall determine whether a program or event is compatible with Town Policies and Ordinances.

#### The following specific polices shall apply:

- 1. The facilities of the Orange Town House shall be open for all appropriate uses by the residents and property owners of the Town of Orange.
- 2. All users of the Town House will be required to enter into the attached Indemnification Agreement and submit the security deposit.
- 3. Ongoing use of the Town House by a particular group is generally not permitted. The Select Board, however, may make exceptions to this policy if in their judgment; there is a community benefit to such ongoing use.
- 4. Use shall be at the discretion and convenience of the Select Board and shall be subject to change or cancellation.

#### **Guidelines for Rental**

All persons wishing to reserve the use of the building must sign this contract. Please remember that your signature on this contract constitutes responsibility for the attendees of your function, as well as any third parties you might engage to service your function. Adequate adult supervision must be supplied at all times. The Town of Orange reserves the right to cancel any event with a minimum of a 30 day advanced notification.

For and in consideration of the Town agreeing to allow the User to utilize the Orange Town House, the Town and the User hereby agree as follows:

- 1. Occupancy is restricted to the main floor (Town Hall) and grounds.
- 2. Occupancy is restricted to the hours of 7:00 AM to Midnight.
- 3. Maximum capacity in the main floor is 66 people (standing or seated benches/chairs) or 30 people (seated at tables) and as designated in this agreement.
- 4. Smoking is not allowed in the building or grounds.
- 5. Setting up and pick-up is solely the responsibility of the user.
- 6. Room must be left clean and in substantially the same condition found by user. Trash must be removed from the property at the conclusion of the event.

- 7. All windows must be closed.
- 8. All lights must be turned off and all doors are to be secured.
- 9. Alterations of the facility are not allowed.
- 10. Music may be played only at levels that do not disturb neighbors and must end by 10pm.
- 11. You will need a cell phone to make and receive telephone calls.
- 12. No food or drink is allowed within the building without prior permission.
- 13. The renter is completely responsible for the behavior of and damage caused by anyone attending the function.
- 14. The user understands that the Town of Orange shall not be responsible for lost or stolen items.
- 15. The applicant is responsible for any damage to the facility.

#### Legal Age

All persons applying for the use of the facility must be at least 21 years of age. In considering the use of the building, a group/individual may be asked to furnish references or credentials from which the Town of Orange will determine its financial, legal, and social responsibility.

#### **Building Health/Safety and Security**

The Town Official is responsible for opening and closing the Town House. A review and walk through of the building will be given to the Renter or designated representative upon initial agreement or prior to the event at a mutual designated time and date.

#### **Decorations**

- 1. No nails, tacks, screws, staples, nor paint-damaging tape may be used on the walls or ceilings, nor may any other modifications be made to the building, its electrical system, walls, furnishings, or surroundings.
- 2. Only table-top and free-standing decorations are permitted. No candles or open flames shall be permitted.
- 3. Do not move or remove any artwork, posters, signage without permission.
- 4. No tables, chairs, benches etc. shall be removed from the building.

#### Use of the Kitchen

- 1. Caterers Certificate of Insurance must be given to Town of Orange Select Board Office 10 days prior to the event.
- 2. Rental equipment must be delivered during business hours and picked up immediately following the function. It is the Caterers responsibility to arrange pickup and delivery.
- 3. Following the function clean all tables and chairs; counters and appliances. Sweep all floors. Bag all garbage and debris and remove.
- 4. Please notify the Town official or the Town of Orange Select Board Office of any problems with building or equipment. Advise the Town of Orange Select Board Office of any problems needing immediate attention (phone numbers are located at front access door).

- 5. Renters must bring their own supplies for food consumption and service.
- 6. Renters must provide their own linens.
- 7. Serving dishes left in the kitchen more than 1 week will be donated to charity.

#### Cleanup and Closing.

- 1. Return all furniture and equipment to its original position.
- 2. Unplug all coffeepots, hotplates etc.
- 3. Remove all decorations, clean floors, bathroom and kitchen.
- 4. Remove all rubbish.

#### Emergencies:

Emergency telephone numbers are located at the front entrance. Any and all problems must be reported to Town official. That person will call the Town of Orange Select Board Office the next business day to report the incident.

#### Violation of the Terms

In the event the Town determines at any time that any violation of the terms of this agreement or any applicable laws, ordinances or regulations is likely to occur in your use of our premises for your function, we reserve the right to cancel your function at any time. Any such determination shall be pursuant to our sole discretion and shall be binding and final and we shall not be liable to either you or others you secure for your event for any such cancellation.

#### **Indemnification**

For and in consideration of the Town allowing the User to use the Town House in the manner set forth herein, the User hereby releases the Town from any and all liability for loss or damage to real and personal property, personal injury or death arising from any use of the Town House herein described User. The User will also indemnify, defend and hold harmless the Town and its officers, directors, shareholders, employees, servants, contractors and agents from and against any and all loss, liability, cost, expense or damage for property damage, personal injury or death of whatever kind or character which might arise from the use to which the Town House is put by the User, sponsored by the User or in any way affiliated with the User.

Town House Rental Agreemen	<u>t</u>	
This Agreement is between		(Renter) and
the Town of Orange, NH on thi	s date	·
I have read and agree to the at	oove conditions:	
Name/Contact:		
Address:		
Phone Number:		
Sponsoring Organization's Nam	16:	
Purpose of Use & Description:		
Date of Use:		
Start Time & End Time:		
Select Board Approval:		
Aaron Allen, Chair	Betsy Coble	Sandi Pierson
Select Board		
Town of Orange, N.H.		

Fee: \$75 security deposit to be returned upon inspection of the facility