



Westmoreland Town Hall
780 Route 63 * PO Box 55
Westmoreland, NH 03467
603-399-4471 * admin@westmorelandnh.com

Town Hall Rental Agreement

Use of the Westmoreland Town Hall, for private functions is permissible with approval of the Board of Selectmen acting through the Town Administrator's office. To submit a request for use the Westmoreland Town Hall, please follow the instructions below and mail completed application and related documents to the Town of Westmoreland, PO Box 55, Westmoreland, NH 03467, drop them off at the Selectmen's Office or leave in the drop box outside of Town Hall. For questions, email admin@westmorelandnh.com

1. Rental is restricted to the interior of the Town Hall, not to include any exterior or grounds.
2. You must be 21 years of age to rent the Town Hall
3. Provide all of the information requested in the Rental Agreement. Initial each page of this agreement.
4. Submit one (1) copy of your certificate of liability insurance coverage, in which the Town of Westmoreland, 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.**
5. Return the completed Rental Agreement to the Town Administrator's office for review as far ahead of your event as possible. The Town will make every effort to provide accommodations for all events, but please allow ten (10) business days for review and approval.
6. Carefully review the attached policy and rules regarding private use of Westmoreland Town Hall.
7. For question or to reserve a date, please call the Town Administrator 603-399-4471 or email admin@westmorelandnh.com. Once you have a pending date, we require this agreement to be signed and each page initialed, your insurance certificate, \$100.00 refundable damage deposit, and 50% of the rental fee in two separate checks, within 10 days of your pending reservation. If not received, the reserved date will be cancelled and be made available to other renters. The balance of the rental fee is due before your event.
8. Applications can be dropped off at Westmoreland Town Hall (780 Route 63, Westmoreland) during regular business hours, dropped off after hours in the drop-box in front of Town Hall, or mailed to, Town of Westmoreland, PO Box 55, Westmoreland NH, 03467.
9. A key can be picked up from the Selectmen's office Monday – Thursday prior to event.

TOWN OF WESTMORELAND TOWN HALL

FACILITY RENTAL AGREEMENT

Name of Renter: _____

Mailing Address: _____ Town/City: _____ Zip _____

Phone: _____ Email: _____

Type of Event: _____

Event Date: _____ Anticipated Number of People at this event: _____

Please check one: Entire Hall: _____ 1st Floor Only: _____ Wedding Package: _____

1. LOCATION, HOURS, AND CAPACITY: Westmoreland Town Hall is located at 780 Route 63, Westmoreland, NH and is owned and operated by the Town of Westmoreland. The building may be used from the hours of 8:00 am to 12:00 am. The 1st floor has a capacity of 52 occupants with tables and chairs or 113 standing/seated (no tables). The 2nd floor capacity is 109 occupants with tables and chairs or 234 standing/seated (no tables). The upstairs is not currently handicap accessible. Free Wi-Fi. available.

2. SMOKING and ALCOHOL: Smoking is prohibited in the Town Hall or anywhere on the property.

A. If alcohol is **sold** the following conditions apply:

- A temporary license must be obtained from the New Hampshire State Liquor Commission by calling 603-271-3755.
- Alcohol may only be served by a single licensed, insured, and approved vendor, which will be the sole source of alcoholic beverages at the function.
- The vendor serving alcohol will be required to submit proof of licensure and insurance, to include general liability, liquor liability, automobile liability, property liability, and Worker's Compensation. The Town of Westmoreland shall be included in the vendor's liability policies as an additional insured for the event.
- The service vendor must include the Town of Westmoreland as an additional insured on its liability policies in relation to the function.

B. 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 cannot be consumed outside the Town Hall.
- 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.

3. **INSURANCE:** User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Westmoreland 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 Liability Insurance Policy through www.gatherguard.com.
4. **MISCELLANEOUS:** Applications shall comply with the following:
 - A. Exit doors shall remain unblocked at all times.
 - B. It shall be the responsibility of the applicant to maintain sanitary conditions in the public bathrooms of the facility at all times during events.
 - C. The Town shall not be responsible for any private property stolen or damaged during events or left at Town facilities after events.
 - D. User will not use the fire escape exits except in the case of an emergency.
5. **DAMAGE DEPOSIT AND RENTAL FEE:** The amount of your deposit and rental rate is dependent upon your place of residence. See attached rate sheets.
6. **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.
7. **RETURN OF DAMAGE 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 condition, the Town will return the damage deposit to User. If User and/or User's guests or vendors have caused damage to the Facility/Premises or have not left the facility in a neat, orderly, and clean condition, the Town may retain all or a portion of the damage deposit. If the Town retains any of the damage deposit, it will give written notice to User specifying the amount retained and the reasons, therefore. The Town's remedies for damage shall not be limited to retention of the damage deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses. Notwithstanding any criminal or civil action that may be imposed, the Town reserves the right to retain all or a part of the damage deposit to pay for damages and/or cleaning and seek legal action if costs exceed the security deposit.
8. **INDEMNIFICATION AND HOLD-HARMLESS:** To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the Town of Westmoreland, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of User or its agents, employees, guests, vendors, contractors or subcontractors, and even if allegedly or actually caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.
9. **ASSIGNMENT:** This Agreement is not assignable to any other person or entity.
10. **RIGHT OF ENTRY AND TERMINATION:** The Town, 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 Town determines, in its sole judgment, that it would like to terminate the rental for any reason, it shall have the right to immediately terminate this Agreement at any time without penalty or liability and User, its guests and vendors shall cease the event and exit in an orderly manner.

11. CONFORMANCE WITH LAW AND RULES: User agrees that User will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances. User shall not engage in or allow any disorderly, unruly, loud, unsafe, or illegal activity to occur at the Town facility/premises.
12. MODIFICATION/AMENDMENT/MERGER: This Agreement constitutes the entire merged Agreement between the parties. Any modification, amendment, or supplementary provisions must be in the form of a writing signed by the parties and which expressly modifies this agreement.
13. SEVERABILITY: If a Court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A Court may reasonably reform any stricken provision in order to effectuate the parties' intent.
14. 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.
15. 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.

Will you be serving alcohol? _____ Will you be selling alcohol? _____ (Provide licensure and insurance per 3A) _

The parties have executed this Agreement this _____ day of _____, 20____.

TOWN OF WESTMORELAND

RESPONSIBLE PARTY FOR USER

By _____

[Name - Signature]

[Organization, if applicable]

[Address]

[City, State, Zip]

Phone: _____

Email: _____

Town Hall Rental
FIRE SAFETY IS YOUR RESPONSIBILITY IN
CASE OF AN EMERGENCY CALL 911.

NFPA LIFE SAFETY CODE 101 STATES:

- **NO OPEN FLAMES** can be used in a place of assembly.
- **NO LIVE VEGETATION DISPLAYS** are allowed, Example: Christmas trees, large plants, etc.
- **NO SMOKE OR BUBBLE MACHINES** can be used inside Town Hall.
- **NO TRASH** is to be left outside Town Hall. It should be placed in the kitchen container.
- **NO SMOKING in or outside on the property.**

ACCESS TO WHITCOMB HALL

Please call the Administrative Assistant's office at 603-399-4471 during normal business hours.

DECORATING

- Please do not hang anything from the walls, lights, or ceiling.
- Pictures are NOT to be removed from the walls.
- No tape or wall decorations of any kind.
- **Only table decorations are allowed.**

CLEAN UP

All trash must be removed from the Town Hall immediately after the event to prevent fire. A trash barrel is available in the kitchen for your use during the event. You are to remove the trash bags only. **The barrel is to remain in the hall.** A fee will be charged if the Town has to remove your trash or if you do not leave the facility neat and clean.

KITCHEN CLEANUP

This area is inspected before and after each use! Please empty and wipe down the refrigerator. The dishes and any other equipment that is used should be washed and put away in the proper cupboards. Clean the sinks and counter. The stovetop and ovens need to be cleaned after each use. Your deposit will not be returned if the kitchen is not cleaned properly.

Westmoreland Town Hall Rental Rates

WESTMORELAND RESIDENT RATES

1st Floor - \$150.00 per day (8am-midnight)

Entire Hall - \$400 per day (8am-midnight)

Wedding Rental (Friday 12:00 pm – Sunday 3:00 pm) \$800

\$100.00 refundable damage deposit

50% of rental fee due at booking

NON-RESIDENT RATES

1st Floor - \$250.00 per day (8am-midnight)

Entire Hall - \$600 per day (8am-midnight)

Wedding Rental (Friday 12:00 pm – Sunday 3:00 pm) \$1,200.00

\$100.00 refundable damage deposit

50% of rental fee due at booking

NONPROFIT/GOVERNMENT/BUSINESS RENTALS

Westmoreland 501(c)(3) nonprofit groups or local governmental agencies can book the 1st floor for events related to their purpose or mission up to three times per calendar year for a fee of \$50. A Town Hall Agreement must be submitted along with an insurance certificate of liability, and a \$100 returnable damage deposit. Special considerations can be requested from the Board of Selectmen.

CANCELLATION POLICY

- Cancellation by the Town of Westmoreland will result in the return of all funds collected for that booking. The User will be given the opportunity to reschedule their event. Reasons for cancellation by the Town include, but are not limited to power outage or other technical issues or the necessity of the Town to conduct emergency business and the like.
- Cancellation by the User 30 or more days before the booked event date entitles the User to a return of the damage deposit and a refund of the rental fee. Less than 30 days before the booked event date forfeits the 50% rental fee deposit. The Town will return any payments made above 50% of the rental fee including the damage deposit. The User may reschedule their event once to another available day during the same calendar year.

***All fees are subject to change**