

## **Town of Thetford Public Facilities Use Policies**

It is the policy of the Town of Thetford to encourage its citizens and visitors to make use of publicly owned property and facilities. Public expression is encouraged, being necessary for the continuance of a functioning democracy. While it lacks both the authority and the desire to regulate the content of public expression, the Town sets out these rules and policies in order to create a safe and comfortable environment for the enjoyment of those facilities for the greatest number of people.

### Definitions

**Town Property or Facility:** These are real properties owned by the Town of Thetford and managed by the Selectboard. There may be properties owned by the Town that have been leased to other organizations that manage those facilities in a private fashion, and to which these rules may not apply.

**Public Event:** A planned gathering of people involving invitations or advertisement for attendance to a specific place and time, at which no effort is made to restrict attendance.

**Private Event:** A planned gathering of people involving invitations or advertisement for attendance to a specific place and time, at which at least some effort is made to restrict attendance.

**Service Group:** A group with a service function is a nonprofit or not-for-profit group whose primary charter or mission is to provide services in a public and non-discriminatory fashion.

### General Rules

Thetford is blessed with numerous and beautiful public lands and facilities. The town is additionally blessed with a townspeople who, despite many differences of opinion, more often than not mix freely and exchange ideas with open minds. It is the Town's hope that residents and non-residents continue to enjoy all of our public properties in this spirit.

Users of town facilities must obey state and local laws at all times. Violation of either will be considered sufficient grounds for removal from a town property in addition to all other remedies.

People seeking to use town facilities for purposes other than their expressed purpose of use; groups larger than 25 intended attendees; and people planning for events that could be considered a public event or a private event must seek Selectboard permission at least one week prior to the event. This will not be construed to limit community use of outdoor facilities, such as informal pickup games or other unplanned activities. Groups given permission will generally be required to sign a rental agreement. Exceptions will be given to groups attending for purposes of expression and other such reasons as the Selectboard may deem appropriate.

Some town properties and facilities have been designated for specific town functions, such as a recycling facility, town hall or storage facility. No activities will be allowed that interfere with the efficient operation of those specific purposes at those facilities.

The Thetford Town Forest, Taylor Parcel, Post Mills Natural Area and Hughes Parcel properties are part of a comprehensive town forestry management plan, and activities that may affect town plans may be referred to the Conservation Commission for their opinion on the proposed activity.

Town committees are encouraged to use Town Hall meeting rooms for their gatherings, and their meetings will take precedence over requests by other groups to use those rooms.

Non-town service groups may seek permission to use Town Hall meeting rooms on a case-by-case basis. Requests should go to the Selectboard by the Monday prior to the requested meeting time. Precedence will be granted to groups providing services and aid to Thetford residents. In no case will alcohol be allowed to be served in Town Hall. Permission will be granted based on the following criteria:

- Likelihood of interference with Town Hall activities
- Possibility of excessive wear or damage to the Town Hall
- Availability of Town Hall staff or officials to ensure rules compliance
- Record of past use

Signs

Signs or other structures of expression may be erected on town properties, provided that they conform to the following:

- They are temporary in nature. (removed within 5 days of erection)
- They are not in a road right-of-way.
- They do not obstruct the view of permanent signs or impede existing paths and ways.
- They do not involve the damage to buildings or grounds.
- They do not constitute a hazardous distraction to passing traffic.
- They conform to all zoning bylaws and do not cause the town to fall out of compliance with its zoning bylaws.

Public Events

Organizers of public events must seek the Selectboard’s permission to hold a gathering at a public facility or on a town property. Due to the scale and logistics involved with public events, as well as safety and other concerns, the following rules will apply:

- Groups, including private and for-profit organizations, may apply to use outdoor facilities, such as the Thetford Center Green for a public or private event. The Selectboard will require a signed rental agreement (form included below), although it may choose to waive the rental fees for nonprofit and not-for-profit groups with service functions.
- For-profit businesses and individuals, or other entities that will be charging an admission fee, must carry insurance for facilities rental events.
- Renters will be held strictly liable for trash removal or other required cleanup to restore the facility to the condition it was in prior to the event.
- Event set-up may start only after 7:30 a.m.
- Events must end prior to 8:30 p.m., and clean-up must be finished by 9:00 p.m., unless an exception is granted by the Selectboard.
- Groups anticipating the need for parking for more than five vehicles must provide for a safe place at which attendees or valets may park. Cars are not allowed to park in the town road right-of-ways.
- Outdoor events with more than 25 individuals attending must provide for portable sanitation services.

Additional Policies

Certain Thetford facilities, due to their individual natures, will require additional sets of rules, to be determined by the Selectboard and/or the duly appointed directors of those facilities. For instance, the Town’s Treasure Island facility requires special rules dealing with the safety of minors in a waterfront setting. In cases where rules in this policy conflict with rules set out for a specific facility, the rules of the specific facility will apply.

Approved May 18, 2009

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**Town of Thetford, Vermont**  
**Facility Rental Agreement**

This Rental Agreement, dated \_\_\_\_\_, 2\_\_\_\_ by and between the Town of Thetford (the Town), and \_\_\_\_\_, (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town rents to Renter the (circle one):  
**Great Room at Town Hall, Thetford Center Common, Other Facility** \_\_\_\_\_.  
for the Event described below.
  2. EVENT. Renter will use the Facility for the following Event:  
\_\_\_\_\_  
\_\_\_\_\_
3. DATE and TERM. The date of the Event will be \_\_\_\_\_, from \_\_\_\_\_ (a.m./p.m.) until \_\_\_\_\_ (a.m./p.m.). Events may be scheduled to occur only between the hours of 7:30 a.m. and 8:30 p.m. Cleanup must be completed by 9 p.m.
4. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$100 at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$150 at the signing of this Rental Agreement. The Town may waive rent and security deposits for service groups.
5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests.
6. OCCUPANCY. Occupancy of the Facility may be limited by the Selectboard. Events with more than 25 participants must provide for portable sanitation.
7. SMOKING. Smoking is not permitted in or on Town facilities.
8. INSURANCE. Free events do not require insurance. For fee-based events, Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Thetford is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.
9. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the Town will return the security deposit to Renter by first class mail within fourteen days. If Renter and guests *have* caused damage to the Facility, Town may retain all or a portion of the security deposit, as may cover the costs of cleaning or fixing to prior conditions. If the Town retains any of the rental deposit, it will give written notice to Renter specifying the amount retained. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.
- 9.5 Groups anticipating the need for parking for more than five vehicles must provide for a safe place at which attendees or valets may park. Cars are not allowed to park in the town road right-of-ways.
10. ALCOHOL. Alcohol may not be served at Town Hall. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:
  - A. An additional security deposit of \$100 is due at the signing of this Rental Agreement.
  - B. If Renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Thetford is an additional insured with combined

single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of such insurance prior to the Event.

C. If Renter will contract with a caterer or other third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.

D. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.

E. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.

F. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

11. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.
12. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.
13. CANCELLATION. The rental fee will not be refunded if notice is received less than 2 days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.
14. 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 Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.
15. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Thetford Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at Thetford, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF THETFORD  
Selectboard Representative

\_\_\_\_\_

RENTER

By \_\_\_\_\_

Organization: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_