

**TOWN and VILLAGE of JOHNSON, VERMONT
FACILITY USE AGREEMENT**

This Use Agreement is dated _____, 201_ by and between the Town and Village of Johnson (the Town/Village), and _____, (the User). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town agrees to allow the use of the _____ facility to User for the Event described below.

2. **EVENT.** User will use the Facility for the following Event(s) or Activities:

3. **DATE and TERM.** For a single use or event, the date of the Event(s) will be _____, from ____ (a.m./p.m.) until ____ (a.m./p.m.).

For multiple events or regular use requests, list the dates and times of all events you wish to schedule for the period of the Agreement. (i.e you may say “every second Wednesday from 7:00 p.m. to 9:00 p.m.)

4. **RENT AND SECURITY DEPOSIT.** The Town/Village does not currently charge for the use of most of it’s facilities but reserves the right to do so and or to collect a security deposit.

5. **OBLIGATIONS OF USER.** At the end of each Use, User will return the Facility in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by User and User’s guests.

6. **OCCUPANCY.** Occupancy of the Facility will be limited to ____ persons.

7. **SMOKING.** Smoking is prohibited in all Facilities. The town/village reserves the right to restrict or place conditions on alcohol use.

8. **INSURANCE.** User will either: 1) provide evidence that the organization has existing comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, which provides coverage for the event(s) or 2) procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town and Village of Johnson is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and User will furnish the Town/Village with a certificate of insurance prior to the Event. The Town/Village will make information on low cost insurance products that may be available for their use, if they exist.

9. INDEMNIFICATION AND HOLD-HARMLESS. If the User is unable to procure insurance as required in Section 8 above, they acknowledge by signing this Agreement that the Town/Village insurance coverage does NOT provide coverage for damages to the property or persons, of the User's employees, agents, members or guests. User agrees to indemnify and hold the Town/Village, 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 User and User's guests, agents, or employees.
10. ASSIGNMENT. This Use Agreement is not assignable to any other person or entity.
11. CANCELLATION. Any Use fee will not be refunded if notice is received less than ___ days before a Use Period, unless the Facility is subsequently rented for the same date.
12. RIGHT OF ENTRY AND TERMINATION. The Town/Village, 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/Village determines, in its sole judgment, that User has breached a term of this Agreement, the Town/Village shall have the right to immediate terminate this Use Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to User.
13. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with the Town/Village and Village of Johnson Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility.

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

TOWN/VILLAGE AND VILLAGE
OF JOHNSON

By: _____
It's duly authorized agent

USER: _____

By: _____

It's duly authorized agent

Address:

phone: ____-____-_____