

Town of West Fairlee Facilities Use Policy and Agreement

The Town of West Fairlee encourages use of its facilities for town business and, when appropriate, for community-based educational and informational meetings, services and other programming. However, to protect the Town and its taxpayers, use of Town property must be balanced against potential liability.

Town Officials Conducting Official Town Business: In general, regular public meetings and/or events which are led or presided over by elected or appointed Town officials -- that is, the Town official(s) are present for the entirety of the program and are responsible for securing the building at the end of the program -- are covered by the Town's liability coverage through VLCT-PACIF. The Selectboard should be notified in advance of any upcoming special programs.

Use by Other Community-based or non-profit service providers: Use of Town property for other community-based meetings or programming shall be at the discretion of the Selectboard. Requests to use Town facilities must be made well in advance of the event -- the Selectboard usually meets twice a month. Depending on the nature of the program or use, the Selectboard may request Proof of Insurance; or may require that the organization purchase a Temporary Liability Policy (referred to as a TULIP) through VLCT/PACIF.

Scheduling use of space: While Town officials conducting Town business need not complete an Agreement; to avoid scheduling conflicts, regular meetings and periodic event(s) in Town Offices or on other Town property should be entered on the Town Office calendar. Priority for use of facilities will be given to regularly scheduled meetings of Town Officials, Committees, and Commissions.

Access: The Chairs of Town Committees and Commissions will be provided keys to access portions of the building for regular meetings and programming. Arrangements for access by other organization or groups will be made on a case-by-case basis, and may require a West Fairlee "host" to unlock and secure the building.

Non-liability of Town: Any group not defined as Town Officials conducting official town business shall agree to indemnify and hold Town of West Fairlee 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 premises.

Restrictions: The maximum number of persons allowed on the premises at any time shall be _____. Alcohol and smoking are strictly prohibited on the premises and all Town property.

Securing the Building: Anyone using West Fairlee facilities -- buildings or surrounding grounds -- shall return the premises to a neat, orderly, and clean condition.

Upon leaving, the individual identified in the West Fairlee Facilities Use Agreement, shall be responsible for turning out all lights and ensuring that locks on all exits are secure.

Town of West Fairlee Facilities Use Agreement

Date of request: _____

Agreement between the Town of West Fairlee (Owner) and _____
(Organization) , providing community-based programming Contact person, email, & phone#

1. **Premises:** Town property/premises to be used _____

2. **Purpose:** Use of the above premises has been requested for the sole purpose of _____
_____.

3. **Date, Term, and Access:** Date(s) of event will be _____
or ongoing, on the following days _____
from _____ a.m./p.m. until approximately _____ a.m./p.m..
Town official, _____ responsible for opening/securing building.

4. Liability Insurance:	Town Business with Town Official Presiding?	Yes	No
	Certificate of Insurance required and on file?		Yes No
	TULIP required?	Yes	No

5. **Non-liability of Town of West Fairlee:** Any group not defined as Town Officials conducting official town business shall agree to indemnify and hold Town of West Fairlee 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 premises

6. **Assignment:** This agreement is not assignable to any other person or entity.

7. **Restrictions:** The maximum number of persons allowed on the premises at any time shall be _____. Alcohol and smoking are strictly prohibited on the premises and all Town property. Other restrictions:

Action taken by Selectboard on _____

Agreement executed at West Fairlee, VT this _____ day of _____ 20__.

By: _____

By: _____

Duly authorized representative
Town of West Fairlee

Representing: _____