

# Town of Essex Facilities Use Policy

Revision Number: 2.0

Adopted by the Town of Essex Selectboard on 04/17/2023

Revision Date: May 15, 2023

## Purpose

The Town of Essex (Town) has one or more facilities that are available for use by residents and members of the public. These facilities are available to all qualified users on equal terms without regard to race, color, religion, national origin, or other status covered by applicable state or federal laws or regulations. The Town does not allow the use of its facilities for the purposes of political or religious events (e.g., campaign events or religious ceremonies); political or religious organizations may, however, use Town facilities for organizational or business types of events. In addition the Town does not allow the use of its facilities by for-profit organizations.

It is the obligation of the Town to ensure that its facilities are maintained in good condition and their use and maintenance do not impose an undue financial cost on the Town's residents. This policy is intended to help ensure that: the Town's facilities will be well maintained and accommodating and will provide a safe environment; and the Town will be fair and consistent with all parties wishing to use its facilities.

Allowing an entity to use or rent a Town facility does not constitute the Town's endorsement of that entity or its cause.

## Facilities to Which This Policy Applies

This policy shall apply to all Town of Essex facilities. The following facilities shall be available for rental during the following listed hours, at the following listed user rates, and with maximum occupancy as listed:

Facility	Available Hours	Maximum Occupancy	Fee	Contact Person (Department)
Town Offices, 81 Main Street, Board Conference Room	8 a.m. – 11 p.m., After-hours, after 4:30 p.m., access will need to be coordinated as part of rental.	66	See attached fee schedule, appendix A.	Tammy Getchell, 802-876-5773
Town of Essex Police Department, 145 Maple Street, Conference Room	8 a.m. – 11 p.m., After-hours, after 4:30 p.m., access will need to	50 (Note maximum use of 28 parking spaces)	See attached fee schedule, appendix A.	Police Department, 802-878-8331

	be coordinated as part of rental. * Note exemption under “Priority of Use” section			
Memorial Hall, 5 Towers Road	8am – 11pm, 7 days/week	134	See attached fee schedule, appendix A.	Essex Parks and Recreation 802-878-1342
Sand Hill Shelter	Pavilion: Park hours: 7am – 9pm, 7 days/week Picnic tables are available (6)	Approximately 60	See attached fee schedule, appendix A.	Essex Parks and Recreation 802-878-1342

### **Priority of Use**

The Town will make these facilities available on a first-come, first-served basis to rent during times when the facilities are not being used for Town programs or events sponsored by the Town and when they are not being used by Town staff, boards, commissions, or committees.

\* Exemption: Essex Police Department Conference Room/Emergency Operations Center (EOC) – The Essex Police Conference Room is also our Emergency Operations Center. The police department reserves the right to immediately cancel any use of this room, at any time during an emergency for whatever time or reason needed.

### **Facility Use**

Any individual, group, business, or organization wishing to use municipal facilities shall notify the appropriate contact person, as listed above, of the date and time on which they wish to use such facility. No use of a facility shall be permitted until a written Facility Use Agreement is executed by the Town and the user of the facility.

### **Alcohol, Tobacco, Gambling and Drugs**

The sale, possession, consumption, and use of alcohol, tobacco, cannabis, and illegal drugs are forbidden on municipal property. The use of vaping devices is not permitted. Gambling of any kind is not permitted.

Note: Essex Police Department personnel are exempt from the possession of alcohol, tobacco, cannabis, and illegal drugs as part of their business requirements

### **Obligations of Users**

Use of municipal facilities must not disrupt the provision of municipal services. Nor shall use of a facility create a nuisance or disturb the quiet enjoyment of anyone using adjacent or common

premises and facilities. Users must return the facilities in a neat, orderly, and clean condition after their use. Users will be responsible for, and liable to, the Town for all repairs to the facilities required as a result of damage caused by Users.

# Application for Town of Essex Facility Use

**1. APPLICANT:**

- a. Name of Applicant: \_\_\_\_\_
- b. Phone Number: \_\_\_\_\_
- c. Email address: \_\_\_\_\_

**2. FACILITY:** What Facility are you requesting use of: \_\_\_\_\_

**3. OCCUPANCY.** What will be the maximum occupancy of your event \_\_\_\_\_  
(Include all persons, including user's employees, agents, contractors, licensees, guests, and invitees.)

**4. DATE and TERM OF USE.** Such Event will take place on \_\_\_\_\_  
(month day, year), from \_\_\_\_\_ (starting time, with a.m. or p.m.) until  
\_\_\_\_\_ (ending time, with a.m. or p.m.). Please include setup and cleanup time in  
your requested time slots.

**5. TERMS OF FACILITY USE.** The User understands and agrees to all of the following  
terms of use:

- The sale, possession, consumption, and use of tobacco, marijuana, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
- Requestors to use the Essex Police conference room acknowledge they have read, understand and fully accept the Emergency Operations Center exemption outlined under Priority of Use section of this policy.
- Animals are not permitted inside the Facility with the exception of service animals.
- No sign or temporary structure may be placed on the premises without obtaining advance written approval from the Town. Any signs or temporary structures placed on the premises by User shall be promptly removed by the User at the end of the Event.
- The Facility, its appurtenances, and any equipment contained therein may not be injured, damaged, marred, or defaced in any way. Neither shall nails, hooks, tacks, or screws be driven into any wall or other part of the Facility.
- User is responsible for cleaning the Facility immediately after the Event. All trash should be removed from the facility, and surfaces should be cleaned.
- Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities.
- User is responsible for the cost of all repairs to the Facility required as a result of damage caused by User or User's employees, agents, contractors, licensees, guests, or invitees.
- Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
- For all Events involving minors (persons 17 years or under), there shall be at least 1 adult(s) over 18 years of age for every 8 minors for the duration of the Event.

- The Town does not warrant or represent that the Facility is safe and suitable for User's purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and Facility in connection with User's purposes that Town is providing the premises and Facility on an "as is" basis.
  - User is responsible for all actions of its participants and guests;
  - User that is in violation of the foregoing terms of use will be expected to immediately vacate the premises of Town
  - The Town reserves the right to immediately terminate this Agreement and User's use of the Facility in the event of any violation of the foregoing terms of use without liability to Town. In the event that User's use of the premises and facilities involves participants who are minors (including the minor children of participants), then User shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult.
- 6. VACATING FACILITY.** At the expiration of the above stated date and time, or upon the earlier termination of this Agreement, User will promptly and peaceably vacate the Facility and remove its employees, agents, contractors, licensees, guests, and invitees and their property from the Facility and conduct the cleaning activities specified in Section 5 of this Agreement so that the Facility is in the same condition as at the inception of the Event.
- 7. INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY.** The Town is not liable for any injury to persons or loss or damage to private property which occurs during the Event. User is financially responsible for any damage to or loss of Town property that occurs during the Event.
- 8. INDEMNIFICATION AND HOLD-HARMLESS.** User 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 User and User's employees, agents, contractors, licensees, guests, and invitees.
- 9. 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 User has breached a term of this Agreement, the Town shall have the right to immediately terminate this Agreement prior to the expiration of its term without any refund to User.
- 10. CONFORMANCE WITH THE LAW.** User agrees that User will abide by and conduct its affairs in accordance with the Town's 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 during the contracted time frame for its entry and use.
- 11. ENTIRE AGREEMENT.** This Facility Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with

respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

I, \_\_\_\_\_ (printed name of User), acting on my own behalf and also acting on behalf of \_\_\_\_\_ (name of organization, if applicable), being fully authorized to do so, hereby waive and release any and all claims against the Town of Essex, together with its various departments, employees, officers, elected officials, agents, and any and all other persons or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the use of any facilities pursuant to this Agreement, and further undertake to defend and indemnify all of the aforesaid parties against any and all such claims and forever hold them harmless from the same. **I also certify that I have read this form and that all information stated herein, including any information on the facility use policy appended hereto, is true to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Signature of User Date: \_\_\_\_\_

**APPROVED BY THE TOWN OF ESSEX:**      **Date:** \_\_\_\_\_

**By** \_\_\_\_\_, **duly authorized Agent**

## Appendix A: Fee Schedule

### Memorial Hall

Duration	Resident	Non-Resident
4-Hour Minimum	\$25	\$50
Additional Hours	\$5 Per Hour	\$5 Per Hour
1 to 7 Days Rental	\$60 Per Day	\$80 Per Day
8 to 14 Days Rental	\$50 Per Day	\$70 Per Day
15 or More Days Rental	\$40 Per Day	\$60 Per Day

### Sand Hill Shelter

Tables	Resident	Non-Resident
31 to 60 People (3 Hours of use) Includes 6 Tables	\$45	\$75
Each Additional Table	\$10	\$10

### Town Offices, 81 Main Street, Board Conference Room

Tables	Resident	Non-Resident
Room use	\$0	\$0

### Town of Essex Police Department, 145 Maple Street, Conference Room

Tables	Resident	Non-Resident
Room use	\$0	\$0

Adopted by the Town of Essex Selectboard on the 17<sup>th</sup> of April, 2023. Revised May 15, 2023.

Town of Essex Selectboard

Andrew J Watts

Andrew J Watts (Jun 1, 2023 20:44 EDT)

Andrew Watts, Chair

Kendall Chamberlin

Kendall Chamberlin (Jun 1, 2023 15:21 EDT)

Kendall Chamberlin, Clerk

Ethan Lawrence

Ethan Lawrence (Jun 4, 2023 19:35 EDT)

Ethan Lawrence

Tracey Delphia

Tracey A Delphia (Jun 3, 2023 11:31 EDT)

Tracey Delphia, Vice Chair

Dawn Hill-Fleury

Dawn Hill-Fleury (Jun 1, 2023 13:48 EDT)

Dawn Hill-Fleury

Dawn

# Facility Use Policy Amended 20230515

Final Audit Report

2023-06-04

Created:	2023-06-01
By:	Tammy Getchell (tgetchell@essexjunction.org)
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-  Document created by Tammy Getchell (tgetchell@essexjunction.org)  
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-  Signer dhillfleury@essex.org entered name at signing as Dawn Hill-Fleury  
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-  Document e-signed by Dawn Hill-Fleury (dhillfleury@essex.org)  
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-  Email viewed by kchamberlin@essex.org  
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-  Signer kchamberlin@essex.org entered name at signing as Kendall Chamberlin  
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Signature Date: 2023-06-04 - 11:35:46 PM GMT - Time Source: server

 Agreement completed.

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