

# WEBSTER HALL RENTAL AGREEMENT

Rental/Usage Agreement for use of Webster Hall  
Located at 38 School Street; Kingfield, ME 04947 PH: (207) 265-4637

The primary purpose of Webster Hall is for Government related activities. The renting of the hall will not conflict with any municipal activities. ***A rental may be cancelled if a conflict arises with a municipal meeting/activity.***

## The cost of renting the hall is per hour not per event.

♣ Rentals are only permitted M-F from 5 am-10 pm and on the weekends from 7 am-11 pm

♣ Reservation deposit of \$25.00 for non-alcohol gatherings and \$125.00 where alcohol is involved will be due at the time of booking for all groups unless otherwise waived by Selectman or Administrative Assistant.

The deposit is refundable for cancellations at the discretion of the Board of Selectman or Administrative Assistant.

Pending no damages to the room or facility and no violation of the contract, the deposit will be refunded within 14 business days after the rental. Refund will be mailed to the address on the contract. If damages exceed the deposit amount, renter will be billed.

♣ A completed rental agreement and reservation deposit must be received before the rental will be booked at the hall.

## Rental Group Classifications and Costs:

### Senior Organizations

**\$5.00 per hour**

Town of Kingfield Senior Based Organizations/Groups whose membership is comprised of a majority of seniors over the age of 55 years. (Kingfield Senior Citizens monthly luncheon will be at no charge)

### Non-Profit Organizations

**\$5.00 per hour**

Town of Kingfield based Non-Profit Corporations, Community/Civic Organizations, or any other entities that can prove non-profit status. (MSAD 58 educational meetings/classes will be at no charge)

### Resident Groups (Business/Public)

**\$50.00 8 am to 12 pm**

**\$50.00 12 pm to 4 pm**

**\$50.00 4 pm to 8 pm**

**\$150.00 8 am to 8 pm**

Any business or public group/individual that is located in the Town of Kingfield that is not classified as a non-profit.

(Additional occupancy cost: \$15.00 per quarter (1/4) hour of non-contracted use)

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Located at 38 School Street; Kingfield, ME 04947 PH: (207) 265-4637**

The following Agreement is made on (date) \_\_\_\_\_ between the Town of Kingfield, and the User/Renter known as (name) \_\_\_\_\_ for the use of the Webster Hall on (date(s)) \_\_\_\_\_.

There will be a deposit of \$25.00 due upon reserving the hall for a good faith damage deposit where there is no alcohol involved. There will be a deposit of \$125.00 due upon reserving the hall for a good faith damage deposit where there is alcohol involved. The hall will be inspected immediately after the event by the Administrative Assistant or Town Clerk and if the hall is deemed to be clean and there is no damage deposits will be refunded in a timely manner.

The primary purpose of Webster Hall is for Government related activities. The renting of the hall will not conflict with any municipal activities. A rental may be cancelled if a conflict arises with a municipal meeting/activity.

Rentals cannot be made more than six (6) months in advance without prior approval from the board of Selectmen or Administrative Assistant.

(Renter must read and initial)

\_\_\_\_\_ Reservation deposit is non-refundable for cancellations at the discretion of the Kingfield Board of Selectmen or Administrative Assistant.

\_\_\_\_\_ Applicant is responsible for all damages incurred to the facility during the rental. Pending no damages to the room or facility and no violation of the contract, the deposit will be refunded within 14 business days after the rental. Refund will be mailed to the address on the contract. If damages exceed the deposit amount, renter will be billed.

\_\_\_\_\_ Occupancy of the rental area later than stated on the contract will result in additional fees. These fees will be deducted from the deposit or assessed to the renter. All persons must be exited from the room by the contracted time. This includes guests, contracted services and renter.  
**(Additional occupancy cost will be \$15.00 per quarter (1/4) hour of non-contracted use)**

\_\_\_\_\_ Rentals may not exceed occupancy level for facility area that is being contracted. Exceeding capacity may result in event being shut down.

*The maximum capacity of the building is 138 with tables and chairs and 295 without. It is the sole responsibility of user/renter to monitor capacity throughout the event and ensure the maximum capacity is not exceeded.*

\_\_\_\_\_ Smoking is not permitted anywhere inside the building

\_\_\_\_\_ Renter is responsible of removal of their trash from the building.

\_\_\_\_\_ All items that have been brought in by the renter, or contracted services for the function, must be removed from the facility by the end of the rental time. Neither the Town of Kingfield, nor

their employees can be held responsible for any item left at the facility by either the renter or persons/companies providing the service and/or equipment for the rental party.

\_\_\_\_\_ Items for functions cannot be stored overnight without prior approval.

\_\_\_\_\_ Consumption of alcohol by persons under the age of 21 is against the law. Consumption of alcohol by a minor is prohibited in Town Facilities. It is the responsibility of the user/renter of the hall to provide adequate control when there is alcohol present at an event.

If event being held is for the general public to attend or is an event to raise money then a permit is needed from Maine Liquor Licensing. If the event is catered then a catering permit is needed from Maine Liquor Licensing. (A license is not needed for a private party, wedding, reception or gathering if it is NOT catered).

\_\_\_\_\_ Decorations cannot be pinned, taped or otherwise affixed to the walls, ceilings, windows or tables that will create damage to the property.

\_\_\_\_\_ All chairs and tables provided by the facility must remain in the room that is rented at all times.

\_\_\_\_\_ Renter is responsible for providing all items needed for a successful rental, including to but not limiting; garbage bags (55 gallon), dish soap, cleaning supplies, paper towels, serving utensils, etc...

\_\_\_\_\_ The undersigned hereby assumes personal and individual liability for himself and on behalf of Applicant for any damages to the facility or equipment occurring through or during the occupancy or use of the facility by the Applicant.

\_\_\_\_\_ The undersigned will leave the facility in a condition as good as, or better than, originally found. The undersigned personally and individually on behalf of the applicant accepts liability for all repairs to the facility and/or repair or replacement of any equipment in the event of damage.

\_\_\_\_\_ The user/renter acknowledges that the 2 fire /emergency exits must be kept clear and accessible at all times.

\_\_\_\_\_ The Town of Kingfield Selectmen and Administrative Assistant reserve the right to stop any event which becomes out of control, creates danger or is a nuisance to the surrounding neighborhood, or violates any of the above rules. No refund will be given if we exercise this right, and user/renter will still be responsible for any conditions that may apply.

\_\_\_\_\_ In the event that you and/or your guests are unable to adhere to the above stated guidelines, you will be charged additional rental fees and/or asked to vacate the premises by the town staff and/or the Police Department. By signing below, the applicant acknowledges that he/she is responsible for ensuring that all guests adhere to the above rules and will provide payment for the use of the facility by the assigned date.

\_\_\_\_\_ The undersigned hereby assumes responsibility to maintain adequate control at all times.

I/We (name) \_\_\_\_\_ agree to defend, indemnify and hold harmless the Town of Kingfield , its elected or appointed officials, commission members, agents,

employees, and volunteers(hereby collectively referred to as "Town") from any claims, demands, suits, losses, costs or expenses including attorney fees, or any damages which may be asserted claimed or recovered against or from the Town of Kingfield by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death arises out of or is incident to or in any way connected with the performance of this contract. By entering into this agreement, the Town does not waive any defenses it would otherwise have, including but not limited to, governmental immunity. Such Liability, if any shall only be established or allowed by the MAINE TORT CLAIMS ACT, SO-CALLED, 14 M.R.S.A. 8101, ET SEQ., and this agreement shall have no bearing thereon.

By my signature below I indicated that I have read the Rental/Usage Agreement for Webster Hall and I agree to the policies and to the rules in this contract.

User/Renter\_\_\_\_\_Date: \_\_\_\_\_

Agent of Town of Kingfield\_\_\_\_\_Date: \_\_\_\_\_

FULL AGREEMENT: The parties agree that they have not made any commitment, statement, promise or agreement whatsoever, verbally or in writing, which is in conflict with the terms of this AGREEMENT, or which in any way modifies, varies, alters, enlarges or invalidates any of its provisions. This AGREEMENT sets forth the entire understanding between the parties and may not be changed or amended except in writing.

*This policy shall be administered and enforced by the Municipal Officers/Administrative Assistant or his/her designee.*

**Contact info:**

**Name of person responsible/renter** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**Physical Address** \_\_\_\_\_

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_