**NELSON TOWN HALL**

**RENTAL CONTRACT**

**Posted Capacity: The Town Hall has a maximum capacity of 155 people**

**No Smoking in Town Buildings**

**No Consumption of Alcoholic Beverages in or on Town Property**

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ specifies conditions of rental between the Selectmen of Nelson, NH

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the rental of the Town Hall on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Start Time\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Includes Set-up and Break-down time)

No Alcoholic Beverages will be allowed within the Town Hall or outside the building on Town property.

State and Federal laws prohibit audio recording of others without their knowledge. Good and sufficient notice must be given to all event attendees prior to any type of audio recording. Please respect the privacy of others and abide by the law.

Event Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nelson Town Resident: \_\_\_\_\_ (Fee $95.00) Non-Resident & Resident For Profit Rental: \_\_\_\_\_\_ (Fee $170.00)

Annual Multi-Reservation Rate: \_\_\_\_\_\_\_ (Fee $95.00) Note Custodial Fees: Item #8 applies to all renters

Item #3 applies to all renters Crowd Manager Fees: Item #12 applies to all renters

All other Resident Terms apply

Conditions of rental:

1. All Rental fees include the use of the Town Hall, entrance lobby, and restrooms.
2. The premises must be vacated by midnight including any break-down time.
3. Nelson residents may rent the Town Hall for $95.00 unless an admission fee is to be charged for the event or a fee for service charged such as for catering or performing. In that case the fee is $170.00
4. Non-residents may rent the Town Hall at a rate of $170.00.

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1. A $200.00 refundable security deposit will be required for **Non-resident rental**. A $50.00 deposit is due at the time of reservation and the balance is due 10 days in advance of the event. This deposit shall be refunded in the absence of damage to the property. Any disturbance requiring police presence or action, including congested parking or impeding traffic flow will be cause to assess a Police detail fee at the rate of $39.00 per hour (per officer) against the security deposit.
2. No security deposit will be required for **Resident rental.**  Damages occurring will be billed at the cost of materials plus labor. Any disturbance requiring police presence or action, including congested parking or impeding traffic flow will be cause to assess a Police detail fee at the rate of $39.00 per hour for each officer needed.

1. A $200.00 refundable security deposit will be required for **Resident For Profit Rental**. “For Profit” includes, but is not limited to, profit from entry fees, catering services, performances, fees for table space etc.
2. A Certificate of Insurance listing the Town of Nelson as additional insured is required to be on file at the Town office 10 days prior to any event. This requirement applies to all renters, without exception.

This type of policy rider is usually purchased through your home owner’s policy. If you do not have

Insurance coverage the Town Office can provide you with an online link to a carrier specializing in

Event Insurance Coverage.

1. All individuals or groups renting the facilities are responsible for their own set-up, break-down, and removal of any trash generated by their use. (please bring your own garbage bags) Failure to fully break-down and remove all trash will result in a clean-up fee at a rate of $35.00 per hour.
2. The renter may be refused future use of the facilities, if excessive damages result or a breach of the agreement occurs.
3. Rental of the facilities shall be on a first-come-first-served basis. However, under extraordinary circumstances (elections, special Town Meetings or unforeseen public emergencies), legally required Municipal activities shall have priority. This may result in the need to cancel your reservation. In this case individuals would receive a full refund of any money deposited.
4. Fire regulations prohibit smoking in these buildings. No open flames or flammable materials are allowed in the building or outside on the lawn area. Not more than a total of 5 food heating items (crock pots, food warmers, etc.) should be used. Extension cords should not be used with the heating equipment. Outside grills may be permitted, however they need to be at least 20 feet away from the buildings and advance notice be given. State regulations prohibit the sale of alcoholic beverages on Town property and the terms of this contract prohibit any use of alcoholic beverages either within the building or outside on Town property.
5. Fire Code regulations require that a “Crowd Manager” be present during all events held within the Town Hall. Renter’s may sign an agreement and provide proof that a **Certified “Crowd Manager”** will be in attendance and that they agree to fulfill this responsibility or the Town will provide a “Crowd Manager” at an additional charge of $20.00 per hour throughout the event. For a Renter supplied “Crowd Manager”a copy of the individual’s certification will be required when making your deposit.

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1. Use of the piano is not included in the rental of the Town Hall. The piano is owned by the Monadnock Folklore Society. Anyone interested in using the piano for an event should contact the Monadnock Folklore Society.
2. Under no circumstances are the benches to be taken out of the Town Hall. These are only intended to be used in the building.
3. Any event of any type that has more than 75 persons in attendance will require Police monitoring at various times during the hours of the event at no added cost. However, if it is determined by the Officer that a Police Officer should remain throughout the event this will be billed to the renter at the current rate for Police Details of $39.00 per hour for each officer needed.
4. In no case shall the consumption, use or display of alcoholic beverages be permitted inside or outside of the building. In the event of such an occurrence it shall be the policy of the Town to require a Police Officer to officially warn the renter about the problem. The Officer (at his/her discretion) will continue to monitor the event and the renter will be billed for the Police Detail at $39.00 per hour for each officer needed. If the issue continues after the warning, the Officer is instructed to close the function at once.
5. Any event taking place after daylight hours will require use of all exterior lighting. This lighting is intended to increase the safety of people walking to and from their car and the building entrances.

Please be certain they remain on until all have safely exited the building.

1. The Town Hall is not considered reserved until all parties have signed this agreement and all monies have been received.

By signing below, the renter agrees to abide by all regulations outlined above, exercise safety measures, and strictly abide by the posted occupancy capacity of the Town Hall.

Renter’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Please Print)

Renter’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter’s Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Contact Info:**

Renter’s Telephone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Approval Signatures: Requires at least two signatures with date**

Selectmen\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Executive Administrative Assistant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Police Chief \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Fire Chief \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

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Amount of Deposit Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Final Balance Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check Numbers and Name on Check \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount of Refund\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Refund\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Nelson Town Hall is a historic building and Town Treasure.

We ask that you treat the building and all Town property with respect.

Before closing your event please check the following:

All faucets and toilets for running water

Put away all tables, benches and chairs

Remove all trash

Clean up any spills or soiled areas

Turn all lights off

Approved Revision 1/22/2020