

POLICY FOR THE RENTAL AND USE OF THE FAYAL TOWN HALL

(Effective 3/01/2016)

- A. Rental of the Hall shall constitute the Renter's acceptance of the following terms and conditions. The Renter shall assume full responsibility for any damage caused in connection with the Event and for the actions of those who attend the Event. Key Holders who have paid a key deposit and hold a key for a non-profit organization, volunteer group or community classes shall assume the same responsibilities as would a Renter of the Town Hall facility. For purposes of this agreement, "Renter" and "Key Holder" shall be considered synonymous. "Event" means the entire period for which a Renter has rented the Hall, including any permitted set-up or clean-up periods.
1. Renter must sweep, mop and/or generally clean up after use.
 2. If the kitchen or bathrooms are used, they must be cleaned.
 3. Any dishes used must be washed. All breakage must be reported to the Town Clerk. Renter must also provide own dish towels.
 4. Tables and chairs must be taken down and put back in the storage area. No tables and/or chairs or any other items are to be removed from the building for any reason.
 5. Renter must remove garbage. The Township will allow trash to be placed in Township owned bins for disposal.
 6. A maximum of 125 people may use the building at any one time, due to state fire codes.
 7. The Town may allow the Renter to enter the Hall before the rental hours in order to set-up or decorate for the Event. Decorations may not be affixed to the Hall that damages the Hall in any way. Confetti, birdseed, rice or other like items are prohibited. Tape must be totally removed.
 8. No drugs or alcohol on the premises. Smoking outside only. Gambling of any nature or manner is prohibited.
 9. Other furniture or items brought into the Hall must have protective footings.
 10. Lift tables and chairs. Do not slide across the floor.
 11. No animals, other than service animals for the handicapped, are allowed in the building.
 12. The Renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned. Key Holders may not allow the use of their key to anyone, nor may they pass the key on to another in their group.
 13. If a key is lost, the Renter or Key Holder will be responsible to pay for the re-keying of the two entrances to the Town Hall and loss of the key deposit.
 14. The Renter assumes full responsibility for the appropriate conduct of all group members and guests at the Hall during rental hours. The Renter also assumes full responsibility for any loss, breakage or damage caused to the Hall, the Hall contents, or the Grounds. The Town is not liable for any loss, damage, injury or illness suffered during the use of the Hall by the Renter or the guests. The Town is not responsible for any items that are left at the Hall by the Renter or the Guests.
 15. The Renter agrees to defend, indemnify and hold harmless the Town, its officers, agents and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Town, its officers, agents or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Renter or Guests.
- B. Resident usage fees shall apply to Renters who are residents of the Township on the date of the Event. If a corporation or organization is renting the Hall, it will only be considered a resident if

a majority of its officers or members are residents of the Town. Non-resident fees apply to Renters who are not residents of the Town as of the date of the Event. All Renters shall post a damage and/or key deposit with the Town Clerk. The Renter or designated Key Holder for a non-profit group is responsible for all damages caused to the Hall or Grounds during usage at the Event. The Town Board may deduct from the damage deposit any repair and cleanup costs it incurs to return the Hall to the same condition it was prior to the rental. Any unused portion of the damage deposit will be returned to the Renter. If the costs to clean and repair the Hall exceed the amount of the damage deposit posted, the Renter or user shall be responsible for reimbursing the Town for all costs the Town incurs to clean and repair the Hall, including all collection costs. The Town will provide the Renter a bill containing an itemized list of the costs incurred to clean and repair the Hall that is due and payable upon receipt.

C. The following Deposit and Rental Fees are hereby established:

DEPOSITS (refundable)

	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
HALL-	\$200.00	\$300.00
KEY-	\$25.00	\$50.00

RENTALS (non-refundable)


	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
Events (daily rate)	\$30.00	\$100.00
Funeral Lunch	Free	\$100.00
25 th -50 th Anniversaries	Free	\$100.00

NON-PROFIT, VOLUNTEER GROUPS, COMMUNITY CLASSES

1-2 Hall uses per month	Free
Over 2 uses per month	\$10 per month

D. The Town Clerk shall ensure that all Renters and Key Holders are provided copies of these terms, conditions and fees at the time of rental. The Town Clerk shall further ensure that an appropriate written rental agreement is prepared, signed and on file prior to allowing the rental.

E. Release of deposits shall be at the discretion of the Town Clerk.


 Heidi M. Coldagelli, Clerk/Treasurer