# **Green Mountain Club Visitor Center Rental Agreement**

**Between** 

(Point Person/Organization, hereinafter "Renter")

(Address)

(Town, State, Zip)

) (Day Phone)

(Email)

And

## The Green Mountain Club, Inc. **4711 Waterbury Stowe Road** Waterbury Center, Vermont 05677

Guest hereby rents the Green Mountain Club's Meeting Hall for:

(Name and date of event)

The Green Mountain Club, Inc. (hereinafter "GMC") is the owner and occupier of the facility. Both parties agree:

### 1. Facility

GMC will make the designated facility available for use by the

(Renter's Full Name)

on \_\_\_ (Day of the week, date, year)

from \_ (starting time) \_until \_ \_\_\_\_\_( (ending time)

Such use shall consist of:

- Exclusive use of the Meeting Hall space. Use of the downstairs Visitor Center and club conference room may be possible after hours or on weekends when the Visitor Center is not open. An additional fee would be charged.
- Access to and non-exclusive use of three bathrooms (two upstairs, one downstairs)
- Access through the front door of the Visitor Center
- Use of the Break Room, including use of the sink (but NOT including use of oven, stove, dishwasher, flatware, kitchenware, cutlery, paper goods, etc., except by specific arrangement)

NOTES

- Appliance fee (\$35.00) \_\_\_\_ has been paid \_\_\_\_ has not been paid (please check one) (applies if an outside caterer is used and wishes to use the Break Room)
- Stairs
- Low Use Lift Apparatus (LULA) Elevator available for guests with special mobility needs
- Back porch

Prior to the event, all areas shall be clean and clear of miscellaneous equipment, except for permanent wall decorations and fold-up tables and chairs. The break room may have GMC food, dishes, and related equipment in it.

## GMC agrees to make the areas mentioned above available starting at

\_\_\_\_\_ (time) on \_\_\_\_\_\_ (day of week and date).

At no time may bags or luggage be stored in the stairway in a manner which could impede access or egress.

Additional furniture may be brought in for events with permission from GMC and with an additional fee charged.

Please arrange for additional storage before the event as GMC's storage space is limited.

## Renter and/or its guests will use only designated pathways, roads, and parking areas.

No bare feet			
No pets			
No smoking			

#### 2. Insurance

Renter must show proof of insurance in place by providing a Certificate of Insurance. At the discretion of GMC, Renter may be required to provide GMC with evidence of liability insurance for the event prior to the event. If the Renter is a business, Renter may be able to obtain coverage from its liability insurance carrier. Other Renters may need to purchase a Special Event insurance policy. These are all universally-accepted and available forms which are issued through your insurance agent. All certificates must include, at a minimum, the following:

- a. The name of the insurance company, policy number, effective dates of coverage, and limit(s) of liability
- b. A provision stating that GMC is named as a Certificate Holder and an Additional Insured under the policy. The "Certificate Holder" box on the form should read: Green Mountain Club, 4711 Waterbury-Stowe Rd., Waterbury Ctr., VT 05677. The Certificate should also designate GMC as an "Additional Insured" and briefly describe the event in the "Remarks" section
- c. Contain the following language: "The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance."
- d. That the Renter has a minimum of \$1,000,000 (single occurrence) liability coverage.
- e. Renter will provide evidence of coverage 2 weeks prior to the event

NOTE: If you plan to have a caterer who will be serving alcohol at your event, the Waterbury Selectboard asks that liquor permit requests be applied for at least 30 days in advance of the event.

\_\_\_\_\_ (Renter Initials)

## 3. Indemnification

Renter hereby covenants and agrees to indemnify, defend and hold GMC, its members, directors, employees, agents, and assigns, harmless from and against any and all claims or liabilities, causes of action, lawsuits, debts, or any other legal claims which may arise from any cause or thing whatsoever arising from Renter's use and occupancy of the premises. Renter shall further indemnify, defend and hold harmless GMC, its members, directors, employees, agents and assigns, against any and all claims, losses, liability, and/or damages to third parties which may arise, are caused by, or result from the Renter's use, occupancy and/or care, custody and control of the leased premises. This indemnity agreement shall extend to any and all claims by third parties of any kind whatsoever, to include (but not be limited to) tort claims, breach of contract claims, and/or dram shop claims.

\_\_\_\_\_ (Renter Initials)

## 4. Parking

Renter shall manage guest use of available parking at GMC. Parking is limited and car-pooling is strongly encouraged. Parking availability may be reduced under winter conditions. During business hours, renters are asked to park on the side of Cabin Lane to keep parking spaces available for GMC volunteers, staff, and guests.

## 5. Smoking

A smoking area has been designated: the picnic table area is on the back lawn. **This is the ONLY smoking area on site.** GMC will charge post-event a fee of \$35.00 if any butt and/or cigar is found not properly disposed of in the designated cigarette receptacle outside.

6. Costs

Renter agrees to pay a rental fee of \_\$\_\_\_\_.

\_\_\_\_\_ (Renter Initials)

A credit card number will be taken when the space is reserved. This will be kept on file until after the event. The credit card will be charged to cover any additional fees or damages as noted throughout this contract. Debit cards are not accepted.

### For weekend and off-hour events, an additional deposit of \$100 may be required.

#### 7. Clean-up/Trash

A dumpster is provided. Guests agree to remove all decorations, equipment, food, and waste before departing after the event.

- a. Guests may be charged an additional \$30.00 per each waste can/barrel that is not emptied.
- b. Guests may be charged a room/facility clean up fee of \$135 if the facility requires professional cleaning.
- c. All clean-up charges will be made directly to the credit card on file.

#### (Renter Initials)

#### 8. Damage Deposit

Renter agrees to cover the costs of any damages to the facility or its contents.

Renter may be liable for an additional clean-up fee of up to \$135 if a clean-up service visit is required after the event.

#### \_\_\_\_\_ (Renter Initials)

In the event of damage, costs will be charged directly to the credit card on file. If Renter does not own or have access to a credit card, at GMC's discretion a refundable \$300 damage deposit may be required no later than one month prior to the event.

#### \_\_\_\_\_ (Renter Initials)

There are fire safety sprinklers located around the entire facility. If a sprinkler gets triggered by a guest of the Renter's, Renter shall be responsible for ALL damages and repairs and associated fees.

\_\_\_\_\_ (Renter Initials)

#### 9. Set-up

The GMC will have 10 tables and 100 chairs available for use. Configuration set-up is not included in the rental fee. Guests need to be aware that they are responsible for performing set-up and breakdown. Tables and chairs are to be stacked and stored in the configuration they were found.

NOTES\_\_\_\_\_

\_\_\_\_\_ (Renter Initials)

## 10. Site Visits

Renter may schedule one site visit in advance of the subject event during the hours 10:00 a.m. to 5:00 p.m., Monday through Friday. Additional site visits, site visits after hours, or additional staff support for your event may be possible with an additional fee.

## 11. Cancellation Policy

## a. by GMC

Should the event be canceled for any reason by the GMC, the full fee will be refunded.

## b. by guest

Should the event by Renter less than two weeks prior to the event, the deposit will be retained by the GMC and considered a tax-deductible contribution.

# \_\_\_\_ (Renter Initials)

# 12. GMC Contact

The GMC will provide a staff person to answer questions before the event and to be on-site during the event set-up, as well as during the event. The GMC asks that this staff person be provided a meal during the event if food is provided to guests.

Proceeds from rental of the Meeting Hall benefit the Green Mountain Club. By having your event at this facility, you are helping the Long Trail. Because a GMC staff person will be on hand during weekend and off-hours events, GMC's Visitor Center will be open for business during your event, and we encourage attendees to visit and shop at the store.

We the undersigned accept and agree to adhere to the terms and conditions of this agreement.

Executive Director or his/her designee, The Green Mountain Club, Inc.

Date

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Date