

Seymour Community Center Rental Agreement Information Sheet

Rental Highlights:

- Rental requests must be made a minimum of 3 days prior to your requested date(s) unless a custodian/site manager is required, rental must be made with a minimum of 14 days prior.
- Under 40 people: Site manager is required during non-center hours, weekdays, Saturdays, and Sundays. must schedule 14 days prior.
- Over 40 people: Custodians are required
- Center Rental fees vary but typically are \$80/hour with a minimum of 2 hour rental (including set up and break down). A \$200 security deposit is required and is returned after event if facility was left in the same condition prior to its rental.
 - **Fees are waived for Seymour Non-Profit Organizations during the center hours.**
- *COI is required. See below*
- *Renter is responsible to ensure that:*
 - *Seymour PD and FD are notified if more than 100 people are in attendance.*
 - *If serving food, renter must contact Naugatuck Valley Health District for food service requirements. NVHD phone: 203-881-3259/nvhd.org.*

CERTIFICATE OF INSURANCE REQUIREMENTS

The Renter agrees to provide a certificate of liability insurance in effect on the day of the Rental, which certificate of insurance shall name the Town as an additional insured. (This certificate can be a rider from the Renter's existing insurance, if applicable). The certificate must include the language "on a primary, non-contributory basis" and "waiver of subrogation applies in favor of the Town and all other required parties".

Renter will maintain its insurance coverages at all times during the term of this Agreement. Renter's insurance coverages shall be maintained with an insurance carrier licensed to do business in Connecticut and approved of in advance by Town, the Town's approval not to be unreasonably withheld and to be based on whether the insurance carrier maintains a rating reasonably satisfactory to Town from a rating service such as A.M. Best. Renter shall provide the Town with a certificate whereby the insurance carrier agrees not to cancel or fail to renew its coverage unless at least thirty (30) days advance written notice is provided to Town. The amount of insurance coverage shall be as follows:

General Liability insurance coverage in at least the single limit amount of \$1,000,000, per occurrence and General Aggregate insurance coverage of \$2,000,000.00, without deductible, insuring Renter against all personal injury and property damage claims arising out of any act or omission of Renter and such personal injury and property damage claims for which Renter is required to indemnify the Town under the provisions of this Agreement.

- If you do not have GL insurance you can purchase it at: <https://www.rvnuccio.com>

FEE SCHEDULE

The Renter agrees to pay the invoiced amount in full 30 days prior to the first requested reservation date. Renter agrees that all fees are by full hour of use, including set-up and clean-up times. Users, attendees and/or contractor entities arriving prior to, or staying beyond the scheduled time will incur additional hourly fees.

Rental Fee: \$80/hour -*This fee is waived for Valley Non-Profits during center hours.*

When Under 40 people a Site Manager is required during non-center hours.

Site Manger Rates for 2023/24: \$25/hr

When 40+ people are attending, Custodial Rates apply.

Custodial Rates for 2023/24: Saturdays: \$63.04/hour Sundays: \$82.38/hour Holidays \$123.57/hour

Cancellation Fees:

- <7 Days: No Refund/No Reschedule
- >7 Days/<14 days: No Refund/May Reschedule
- >14 Days/<21 days: 50% Refund OR May Reschedule
- >21 Days: 100% Refund OR May Reschedule

Inclment Weather cancellations will be dealt with on a case-by-case basis by the Community Center Director.

RENTAL AGREEMENT/DISCLAIMER

IMPORTANT PLEASE READ RENTAL DISCLAIMER IN ITS ENTIRETY

By agreeing to this disclaimer, I the account holder (the "Renter") understand that I am entering into an Agreement with the Town of Seymour (the "Town") as follows:

The Renter's agreement of this disclaimer and subsequently the Town's approval of this reservation request signify a legally binding contract.

Whereby, the Renter is desirous of entering into an Agreement with the Town regarding the use of all or portions of the Seymour Community Center located at 20 Pine Street in Seymour, Connecticut (the "Community Center") by the Renter for dates and times electronically requested.

The Renter agrees that the approval of such reservation is at the sole discretion of the town and may be denied for any reason or no reason at all.

The Renter agrees to pay the invoiced amount in full 30 days prior to the first requested reservation date.

The Renter agrees to provide a certificate of liability insurance in effect on the day of the Rental, which certificate of insurance shall name the Town as an additional insured. (This certificate can be a rider from the Renter's existing insurance, if applicable). The certificate must include the language "on a primary, non-contributory basis" and "waiver of subrogation applies in favor of the Town and all other required parties".

Renter will maintain its insurance coverages at all times during the term of this Agreement. Renter's insurance coverages shall be maintained with an insurance carrier licensed to do business in Connecticut and approved of in advance by Town, the Town's approval not to be unreasonably withheld and to be based on whether the insurance carrier maintains a rating reasonably satisfactory to Town from a rating service such as A.M. Best. Renter shall provide the Town with a certificate whereby the insurance carrier agrees not to cancel or fail to renew its coverage unless at least thirty (30) days advance written notice is provided to Town. The amount of insurance coverage shall be as follows:

General Liability insurance coverage in at least the single limit amount of \$1,000,000, per occurrence and General Aggregate insurance coverage of \$2,000,000.00, without deductible, insuring Renter against all personal injury and property damage claims arising out of any act or omission of Renter and such personal injury and property damage claims for which Renter is required to indemnify the Town under the provisions of this Agreement.

Building/Cleanup Requirements The Renter agrees to fully clean the reserved space(s) which must be left in the same condition it was in prior to the rental, as determined by an authorized representative of the Town. Failure to do so will result in The Town taking appropriate measures, including suspension from and future use of the Community Center and/or legal action against the Renter.

The Renter shall perform the following prior to leaving the Community Center at the end of the rental if a Custodian has not been hired:

1. Floors swept and debris removed.
2. All garbage removed from the building and placed outside in dumpster.
3. All tables and chairs are returned to their original location.

The Renter agrees not to sub-rent or permit anyone else, either directly or indirectly, to use the Community Center during the term of this agreement. The Renter agrees not to enter, or permit any person to enter, any room or portion of the Community Center other than the approved reservation request(s).

The Renter and its guests shall access through the Community Center Front Door or the Handicap Entrance to the side. Gymnasium renters shall access such through the Handicap Entrance.

No street shoes will be allowed in Gymnasium, and all guests must wear sneakers if using the Gymnasium. No food or drink is allowed in the Gymnasium.

In addition:

- All tables and chairs brought into the building must have rubber feet
- All spaces used will be left in its original condition; and
- Cost of any repairs needed for damage to the gymnasium floor or any other areas will be the responsibility of the renter

No smoking is allowed anywhere inside the Community Center, or on the grounds of the Community Center.

No tape, thumbtacks, or other fastening devices shall be used to hang materials/decorations on the walls of any portion of the Community Center.

The Renter recognizes and acknowledges that appropriate measures must be taken by both the Renter and its guests to respect the Community Center and its furnishings, and to observe all rules, laws and regulations. In the event of violation of any term or condition of this Agreement, the Renter shall be subject to immediate vacation and surrender of the premises to a duly designated Town representative. The Town further reserves the right to close all or any portion of Community Center with or without notice.

The Renter shall respect the rights and privacy of the Community Centers' neighbors. Amplified music shall be permitted during designated hours only and must be kept at a reasonable level. If, in the opinion of the designated Town representative, the noise level has exceeded a reasonable level, that representative may ask the renter to lower the noise level. Upon the third request to lower the noise level the Renter may be asked to immediately clean the facility and vacate the premises without refund.

The Renter shall not allow, permit or in any manner provide alcoholic beverages in the Community Center or on the grounds of the Community Center without prior written approval of the Board of Selectpersons of the Town, which approval may be withheld by the Town in its sole and absolute discretion. Any such approval shall require the Renter to provide a single event liquor insurance policy in a form and amount as determined by the Board of Selectman, and an appropriate liquor permit from the State of Connecticut.

The Renter agrees to indemnify and hold the Town and its agents, servants, employees, successor and assigns from any and all claims, third party claims, losses, damages, costs and/or expenses which the Town may suffer arising out of or in any way related to the Renter's use of the Community Center, and any act or omissions of the Renter, its agents, servants, employees, guests and/or invitees.

The Town expressly reserves the right in its sole discretion to amend the Renter's insurance coverage requirement and/or to require additional insurance coverage(s).

The provisions of this contract are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Agreement and the remainder of the Agreement shall be valid and enforced to the fullest extent permitted by the law.