

Renter _____
 Contract # _____ Date(s) of use _____

Pierce Hall Community Center
Construction Phase
Rental Terms and Agreement

PO Box 86 ~ 38 Main St
 Rochester, Vermont 05767
 (802) 767-5021

piercehallcommunitycenter@gmail.com ~ www.piercehall.org ~  Find us on Facebook

Thank you for treating PHCC with care and respect.

PHCC offers rental event space, herein referred to as the auditorium, balcony and lower level. There is a fully equipped kitchen available to rent as well.

(Currently due to the ongoing construction, the balcony area and unfinished lower level rooms are not available to rent)

Language

The following usage policies and rental rates and fees apply to all events presented in Pierce Hall and are an integral part of the contract between the Renter and Pierce Hall Community Center, Inc. (PHCC). By signing the Rental Contract, the Renter agrees to all the policies and rates and fees herein. The Rental Manager is a representative of PHCC.

Renter Obligations

The Renters are responsible for any decorating, rental equipment, licensed bar and food caterers as well as vendors. If ticketed event, the Renter will provide a complimentary ticket to each PHCC member on duty at the event. The Renter will provide a copy of the event's program and/or schedule to the Rental Manager prior to the event.

Renters agree not to exceed the maximum occupancy of PHCC.

PHCC Obligations

The PHCC Rental Manager will provide the renter access to the building.

The rented space(s) and restrooms will be clean and ready for use. Cleaning tools, supplies, garbage bags, and garbage receptacles will be available for Renter to use.

PHCC will provide in-the-hall use of tables, chairs, and a piano at no extra charge. Any additional PHCC items such as a sound system and projector/screen may be rented at an additional cost to the Renter.

PHCC will have a monitor(s) on duty during the rental period. They will be available to support the renter and answer questions, attend to building issues, enforce Fire Marshall laws, etc.

PHCC Availability

Pierce Hall is available on a first-come, first-serve basis and is available daily from 8:00 AM to 11:00 PM.

Contract Obligations

At least 30 days prior to the event (for a GUARANTEED BOOKING):

- Completed, signed and counter-signed Rental Contract
- \$100 rental deposit
- \$200 damage/cleaning deposit in a separate check

At least 3 days prior to the event:

- The Renter's liability insurance certificate

By the day of event:

- Payment for remaining balance due on rental fee

Post event:

- Any additional charges incurred will be invoiced separately

Maximum Auditorium Occupancy (Without tables and chairs)

Stage: 19' X 30' up to 80

Hall: 44' X 47' up to 300

Balcony: Closed during construction

Rental Hours

The hours of the rental are defined as the time the Renter arrives for pre-event set-up through the Renter's post-event take-down and clean-up.

Use of Kitchen

Rental of the kitchen includes the use of all appliances, dishware, coffee makers, pots and pans, etc.

Piano Tuning

PHCC can provide a tuner and will pass the expense on to the Renter.

Decorations and Posting Materials

No permanent nor lasting changes may be made to the structure of the building.

To preserve the beauty and value of PHCC, the Renter shall only use fireproof (VT NFFPA compliant) decorations that do not harm the building's finish in any way. This includes but is not limited to the use of tape (of any kind), nails, thumbtacks, stick pins or any type of glue-based adhesive, which are not permitted to come in contact with the building's surfaces. There is a picture rail with hooks located at the top of the hall's walls that can be used to hang decorations from.

No confetti may be used in PHCC.

Notification of Cancellation Prior to Event/Fee

The rental down-payment and damage/cleaning deposits will be refunded in full to the Renter if notification of cancellation is received by the Rental Manager 30 days prior to the scheduled event.

If cancelled less than 30 days in advance, the rental down payment will **not** be refunded, unless PHCC is able to re-rent the facility for that day. The damage/cleaning deposit check, however, will be returned. If the Renter's event can be rescheduled at PHCC, the Rental Manager has the discretion of applying the original rental fee to the new date.

After the Event (Clean-up completed by noon the following day)

At the conclusion of the event, PHCC shall be free of all decorations. All food, recycling, trash, dirt and debris shall be removed. And all floors vacuumed and mopped if necessary. All items (audio equipment, chairs, tables, pianos, etc) used during the event must be returned to their designated places within the hall and building. If the kitchen is used, the dishes, pots and pans, coffee urns, etc. must be washed, dried, and returned to their designated place.

If applicable, the PHCC building key will be returned to the Rental Manager or staff on-duty as soon as event and/or clean-up are finished.

Rented caterer/vendor equipment will be picked up within 24 hours following the event. Arrangements must be made with the Rental Manager.

Refundable Damage/Cleaning Deposit

A separate check will be held and shall be returned to Renter after the event, provided no damages are found or extra cleaning necessary, the premises are left by the Renter in the condition in which they were found and all rental fees paid-in-full.

Any damage caused by the Renter, their guests, caterer, other hired help or by the decorations will be deducted from the damage deposit and/or collected from the Renter. PHCC has up to 72 hours to determine the extent of damages. If damages exceed the damage deposit, the Renter will be required to pay the damages. In the event of default, the Renter shall pay all reasonable attorney fees and court costs incurred in connection with the collection of such amounts owing.

Minors

Minors 18 years and under in PHCC must be accompanied by and supervised by an adult.

Noise and Sound Levels

In consideration of our neighbors we ask that noise and sound levels be maintained at a reasonable volume. Staff on duty will be authorized to lower these levels as they deem necessary.

Parking

Parking is available along Route 100, around The Park and (when not in use) the Rochester School, the Federated Church, and the Town Office parking lots.

No Smoking

Smoking is not permitted inside the building. There are smoking posts located outside PHCC for those wishing to smoke. Cigarette butts are not to be placed in the yard.

No Flame Candles or Open Flames

Neither flame candles nor open flames are allowed in PHCC. Battery-operated tea and candle lights are permitted. The only exception is chafing fuel used to keep food warm.

Alcoholic Beverages

Alcohol can only be served by a Vermont Department of Liquor Control (VDLC) licensed bar caterer or with a license acquired from the VDLC. A certified bartender does not qualify. No BYOB.

Prior to the event, PH must have copies of the bar's Caterer's License as well as the specific event Request to Cater Permit and/or any other special event VDLC license.

Animals

No pets are allowed in PHCC except service dogs.

Damages/Theft

PHCC will not be responsible for damage to or theft of any contents that they do not own, such as rental equipment, caterers/vendors' equipment, decorations, musical equipment, etc. Any damage caused by the Renter (including their guests, caterer, or other hired help) will be deducted from the damage deposit or will be collected from the Renter.

The Renter assumes all liability for losses, damages to equipment, and other property brought onto the PHCC premises, and Renter will indemnify and hold the PHCC and its representatives harmless from any and all such losses, damages and claims. Under no circumstances will PHCC or the Rental Manager be liable for the criminal acts of a third party.

Lost and Found Items

PHCC is not responsible for items left at PHCC; however, Renters may contact PHCC to inquire about lost items and make arrangements for their return. PHCC will keep lost items for up to 30 days.

Insurance

A Certificate of Liability Insurance or a Special Events policy in the minimum amount of \$1,000,000 shall be obtained by the Renter covering the set-up, event and take-down day(s). An insurance agent can assist with this requirement. All vendors and caterers working at PHCC shall carry workers compensation insurance and general liability insurance.

Binding Agreement

This agreement binds both PHCC and the Renter. There shall be no right of termination for the sole purpose of holding the same event in some other facility or for the sole purpose of booking another organization.

Provisions of Use

Both PHCC and Renter understand that our agreement is subject to all federal, state, and local laws, including health and safety codes, alcoholic beverage control laws and the like. Renter agrees to cooperate with PHCC and Rental Manager to ensure compliance with such laws.

Both PHCC and Renter also understand that the performance of this agreement by either party is subject to acts of God, war, government regulation, strikes, acts of terrorism, or other emergency making it inadvisable, illegal, or impossible to provide the facility or to hold the scheduled event.

If any provision of this agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full.

This agreement, and any attachments hereto, contain all terms of our agreement and supersede any prior agreements PHCC and Renter may have had. In order to avoid any misunderstanding by either party, any changes to the terms of our agreement must be in writing and signed by both parties.

Renter Signature _____ Date _____

Rental Manager Signature _____ Date _____

Proposed changes under consideration in 2018 by the PHCC board.