

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

Pierce Hall Community Center

2019

Construction Phase
Terms and Agreement

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

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Thank you for treating PHCC with care and respect.

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

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

User Obligations

The User is responsible for any decorating, rental equipment, licensed bar and food caterers as well as vendors. The User agrees not to exceed the maximum occupancy of PHCC.

Maximum Auditorium Occupancy (Without tables and chairs)

Stage: 19' X 30' up to 80

Hall: 44' X 47' up to 300 (Rule of thumb: maximum 120 with tables, chairs, buffet and dance floor)

Balcony: Closed during construction

Use of Kitchen

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

Rest Rooms: Men and Women bathrooms are also handicap accessible

Are in the lower level

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, users 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.

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.

Any damage caused by the User, their guests, caterer, other hired help or by the decorations will be collected from the User.

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 User (including their guests, caterer, or other hired help) will be collected from the User. The User assumes all liability for losses, damages to equipment, and other property brought onto the PHCC premises, and the User 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, Users 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

IF NOT A PIERCE HALL SPONSORED EVENT, a Certificate of Liability Insurance or a Special Events policy in the minimum amount of \$1,000,000 shall be obtained by the User 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.

Provisions of Use

Both PHCC and User 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. User agrees to cooperate with PHCC and Rental Manager to ensure compliance with such laws.

Both PHCC and User 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 User 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.

User Signature _____ **Date** _____

Rental Manager Signature _____ **Date** _____