

User \_\_\_\_\_

Contract # \_\_\_\_\_ Date(s) of use \_\_\_\_\_

Pierce Hall Community Center  
**2024 User Terms and Agreement**

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Pierce Hall Community Center Inc (PHCC) offers event space herein referred to as the auditorium, stage, balcony, dance studio and kitchen. Thank you for treating PHCC with care and respect.

**Language**

The following usage policy applies to all events presented in Pierce Hall and is an integral part of the contract between the User and Pierce Hall Community Center, Inc. (PHCC). By signing a user contract (Daily Rental, Funeral/Memorial or PH Sponsored), the User agrees to all the policies and rates and fees herein.

**User Obligations**

The Users are responsible for any decorating, rental equipment, licensed bar and food caterers as well as vendors. If ticketed event, the User will provide a complimentary ticket to each PHCC member on duty at the event.

**PHCC Obligations**

The Building Manager, a representative of PHCC, will provide the user access to the building as needed.

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 User 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 User. (No additional cost for Funeral/Memorial event)

PHCC will have a monitor(s) on duty during the usage period. They will be available to support the user and answer questions, attend to building issues, enforce this PHCC usage policy and all the Vermont Fire and Safety laws.

**PHCC Availability**

Pierce Hall is available on a first come, first serve basis, and 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

(If no damages nor extra cleaning necessary, and all rental fees paid-in-full, this deposit will be returned)

At least 30 days prior to the event:

- ½ the Multi Day rental fee (Multi Day Contract only)

At least 3 days prior to the event:

- The User's liability insurance certificate
- If alcohol to be served, a VDLC bar caterer license listing the specific event (all events)

Post event:

- Balance owed will be invoiced separately and due within 14 days of receipt.

**Maximum Occupancy** (Users agree not to exceed the maximum occupancy)

Stage: up to 55

Auditorium: up to 300 (up to 120 with tables, chairs, buffet, and dance floor)

Balcony: up to 106 seated (no standing)

Dance Studio: up to 40

### **Use of the Balcony (Seating only)**

The balcony can only be used as a **seating** area. No standing, sitting on floor or blocking the isles. No moving of the chairs as they are tied together. Children 10 years and younger in the balcony must be accompanied by an adult 18 and older.

### **Use of the Yoga/Exercise/Dance Studio** (when specified as part of the contract)

Only clean, soft-soul sneakers or ballet-type shoes, slippers or socks are allowed.

No decorations nor posting of materials unless approved by PHCC

No tables, chairs, or other furniture and equipment unless approved by PHCC

No food or alcohol. Non-alcohol beverages are allowed only in a closed/sealed container

### **Use of the Kitchen** (when specified as part of the contract)

Full use of the kitchen includes the use of appliances, dishware, coffee makers, pots and pans, linens, and dinnerware.

Minimal use of the kitchen includes the use of fridge, sink, light food prep, food warming, and coffee maker.

**Use of the Gym** is NOT part of any contract.

**Use of the Pierce Hall Office** and its contents are NOT part of any contract.

### **Restrooms**

ADA accessible commercial bathrooms are available in the lower level.

### **Elevator**

A full-size ADA compliant elevator that reaches all levels within PH is available in the elevator stair tower.

### **Alcoholic Beverages (all events)**

No personal alcohol is allowed on PH property.

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. 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.

### **Painted Curtain lift system** (Only PH staff can operate the lift system)

Users will communicate with the PH staff on the curtain's up or down status for their event.

### **Use of the Sound, Projector and Screen**

PHCC staff will set up and assist with the sound, projector, and screen use. Users will communicate with the staff as to what part(s) they need to use and how. Users cannot set up these systems on their own.

### **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 auditorium's walls that can be used to hang decorations from. No confetti may be used in PHCC.

### **After the Event** (Clean-up to be completed by noon the following day)

At the conclusion of the event, PHCC shall be free of all decorations. All food, recycling, compost, trash, dirt and debris shall be removed. And floors dust mopped, and spot cleaned with clear water. All items (audio equipment, chairs, tables, etc) returned to their designated places within the hall and building. If the kitchen is used, users will follow the posted cleaning instructions located in the kitchen.

### **Minors**

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

### **Noise and Sound Levels • Event End Time**

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. Events will end no later than 11:00 PM.

Board Approved 10\_14\_23

**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 or Vaping on Pierce Hall property**

**No Flame Candles or Open Flames**

Neither flame candles nor open flames are allowed anywhere in PHCC. Battery-operated tea and candle lights are permitted. The only exception is chafing fuel used to keep food warm in the auditorium. (No chafers allowed in balcony, stage or dance studio).

**Animals**

No pets are allowed in PHCC except verifiable 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 costs 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 Building Manager be liable for the criminal acts of a third party.

**Insurance** (for Daily and Multi-Day Rentals)

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). 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 Building 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** \_\_\_\_\_

**Building Manager Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Note: Prior to being signed, this contract copy is subject to change at any time.