

# Policy and Application for Rental of Westport Town Hall Auditorium (Revised 6/2016)



## WESTPORT, CONNECTICUT

JAMES S. MARPE

*First Selectman*

**Non-Profit Groups** – The Town Hall auditorium is available for use by non-profit organizations Friday evening, Saturday and Sunday (day and evening). A copy of the non-profit organization's 501(c)(3) must accompany the application form. Maximum seating capacity is 296.

**Rental Fees** – The following fee schedule was approved by the Board of Selectmen on 9/15/10:

- \$200 for a four-hour block of time (minimum)
- \$25 for each additional hour or portion thereof, will be billed at time of reservation.

**Custodial Fees** – Arrangements will be made for a Town Hall custodian to be in attendance one-half hour before the event until one hour after the event for cleaning and closing Town Hall. The custodian fee will vary according to the hourly rate currently paid to the individual custodian.

<b>Friday</b>	Hourly rate for individual custodian will be charged until 11 p.m. Time and half will be charged after 11 p.m. until midnight.
<b>Saturday</b>	Time and one half will be charged for each hour.
<b>Sunday</b>	Double time for each hour.

Custodial services will be invoiced separately following the event and must be paid within five days.

**Reservations** – The Selectman's Office will take reservations from non-profit organizations up to a year in advance if accompanied by the rental fee. The attached application and required documents must be submitted to the Selectman's Office for approval. Any non-profit organization wishing to rent the auditorium for more than three (3) consecutive weekends will be required to enter into a lease agreement with the Town of Westport.

**Insurance** – A certificate of insurance in the amount of \$1,000,000 combined single limit liability for bodily injury and property damage is required. This may be obtained from your insurance agency and must be provided before approval of reservation request. Town of Westport must be named as "additionally insured" on the insurance certificate for the time auditorium is rented. The Selectman's Office must receive the certificate of insurance no later than two weeks prior to the date of the event.

**Indemnification and Hold-Harmless** – A fully executed Hold Harmless/Indemnity Agreement (attached) must be filed at time of reservation.

### Town of Westport Regulations for Use of Town Hall Auditorium

The following rules and regulations apply to all organizations using the Town Hall Auditorium:

- No alcoholic beverages are to be consumed in or brought into the Town Hall grounds by any person or group at any time, for any activity whatsoever.
- No smoking is permitted in the building.
- Absolutely no food or beverage may be taken into the town hall auditorium at any time.
- Arrangements must be made in writing to the Selectman's Office for audio-visual and other equipment needs, which will be forwarded to the IT and Public Works Departments.
- Arrangements for the use of theatrical lights should be made with Mike Phillis at 203-227-9599. Fees for this service will be invoiced separately following the event.

**REQUEST FOR USE OF WESTPORT TOWN HALL AUDITORIUM (Revised 2016)**

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_

Phone Number(s) Home/Business \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Name of Organization \_\_\_\_\_

For the Following Purpose \_\_\_\_\_

Day & Date Needed \_\_\_\_\_

Hours Needed (4 hour minimum, additional hours \$25/hour) Set Up: \_\_\_\_\_ AM/PM To: \_\_\_\_\_ AM/PM

Anticipated Attendance \_\_\_\_\_ **Maximum Seating Capacity is 296 theatre seats**

**REQUIREMENTS**

	Yes	No	Number Required	Details
Use of Lobby				
Podium				
Tables (5 available)				
Folding Chairs				
Microphones (4 available)				
Projection				
Easels (2 available)				
Other (please specify)				

I/We have read the attached policy, rules and regulations relating to the use of the Town Hall Auditorium and agree to abide by these policies, rules and regulations:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: Custodian Ex. 1145 from lobby phone. In case of emergency, please call Maintenance Division Supervisor Michael Frawley at (203) 515-2562.**

**FOR OFFICE USE ONLY**

Date Confirmed \_\_\_\_\_ 501(c)(3) Received \_\_\_\_\_  
 Insurance Received \_\_\_\_\_ Hold Harmless Received \_\_\_\_\_  
 Rental Fee Received \_\_\_\_\_ Additional Hours \_\_\_\_\_ hrs. x \$25/hour = \$ \_\_\_\_\_



# WESTPORT, CONNECTICUT

James S. Marpe  
First Selectman

## INDEMNITY (HOLD HARMLESS) AGREEMENT (revised May, 2015)

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Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

between \_\_\_\_\_ ("Indemnitor") and the Town of Westport, Connecticut, a municipal corporation ("Town").

WHEREAS Indemnitor has requested permission to **use public roads and/or Town-owned property** for the purpose of holding \_\_\_\_\_ (event) on \_\_\_\_\_ (date/s).

**OR**

WHEREAS Indemnitor has requested permission to **hang a banner across Main Street** on \_\_\_\_\_ (date).

THEREFORE, in consideration of receipt of said permission, Indemnitor agrees:

1. That it will indemnify, defend and hold harmless the Town, its agents, servants, representatives and employees from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property, arising out of the event on public roads and/or Town-owned property in the Town for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.
2. That it will provide commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

The policy shall name the Town as an additional insured and include ISO Form CG 2026.

- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of liability in favor of the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity obligations of the applicant.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties to it.

WITNESSES

INDEMNITOR(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF CONNECTICUT:

ss: Westport, Connecticut, \_\_\_\_\_ 20 \_\_\_\_\_

COUNTY OF FAIRFIELD:

Personally appeared \_\_\_\_\_ signer(s) and sealer of the forgoing instrument, and acknowledged the same to be his/her/their free act and deed, before me.

\_\_\_\_\_  
Commissioner of the Superior Court

\_\_\_\_\_  
Notary Public