

Policy and Application for Rental of Westport Town Hall Auditorium (Revised 6/2017)



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.

Friday	Hourly rate for individual custodian will be charged until 11 p.m. Time and half will be charged after 11 p.m. until midnight.
Saturday	Time and one half will be charged for each hour.
Sunday	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 – The completed application must be accompanied by a certificate of insurance evidencing the insurance requirements set forth in the Indemnity and Hold Harmless Agreement. This may be obtained from your insurance agency and must be provided before approval of reservation request. 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 Indemnity and Hold Harmless 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 6/2017)

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

EVENT PERMITTEE INDEMNITY AND HOLD HARMLESS AGREEMENT

(revised March 2018)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this _____ day of _____, 20____, by _____ ("Indemnitor") of _____ (address) for the benefit of the Town of Westport, a municipality in the State of Connecticut ("Town").

WHEREAS, Indemnitor has submitted an application (the "Application") for the Town's **permission to use athletic facilities, parks, public roads, the Wakeman Town Farm, and/or other Town-owned property (the "Premises")** for the purpose of

_____ (the "Event")
beginning _____ (earliest start date, including set-up) and ending _____ (latest end date including breakdown and rain date),

OR

WHEREAS, Indemnitor has requested **permission to hang a banner (the "Banner") across Main Street or at Luciano Park or Compo Beach or at _____ location on _____** (date(s)),

NOW THEREFORE, in consideration of Indemnitor's receipt of said permission from the Town, Indemnitor agrees as follows:

1. Permission to use the Premises for the Event or permission to hang the Banner, as the case may be, may be revoked by the Town immediately upon the breach by Indemnitor of any term of this Agreement or any term or condition of the approved Application. This Agreement shall survive any such revocation, and Indemnitor shall remain bound by the terms of this Agreement.
2. Indemnitor shall indemnify, defend and hold harmless the Town and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers and representatives, to the fullest extent permitted by law, from and against any and all losses, claims, allegations, actions, awards, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations and damages of every kind and character which may arise out of or result from, in whole or in part, Indemnitor's use of the Premises or hanging of the Banner, as the case may be, or from the negligent or willful acts or omissions of the Indemnitor or any of its employees or agents, subcontractors, third parties invited or authorized by the Indemnitor to participate at the Event, and/or anyone else for whose acts Indemnitor may be liable, in connection with the Indemnitor's use of the Premises or the hanging of the Banner, as the case may be.
3. Indemnitor shall (i) make no improvements or alterations to the Premises without specific prior written approval from the Town's First Selectman or the Director of Parks and Recreation, (ii) relinquish use of the Premises

upon expiration or termination of the Event in the same condition as it was prior to its entrance on the Premises, (iii) remove all litter, trash and other refuse from the Premises following the conclusion of its use, and (iv) use the Premises in strict compliance with the terms and conditions of the approved Application and all policies, procedures and conditions relating to the use of Town-owned properties, and in accordance with all applicable laws, rules, regulations and ordinances of all governmental authorities.

4. Indemnitor shall safeguard all who come upon the Premises and shall protect against any personal injuries and property damage resulting from Indemnitor's use of the Premises.
5. Indemnitor shall obtain the following insurance coverages from companies with an A.M. Best rating of A- (VII) or better:
 - a. **Commercial General Liability insurance** including Products and Completed Operations. Limits shall 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) per location; and Products and Completed Operations aggregate limit of \$2,000,000.**
 - i. If drones are permitted at, on or above the Premises, this coverage must include **drone liability insurance** for the limits above.
 - ii. If children at the Event will be under the care, custody or control of the Indemnitor or any employee, volunteer, or other agent of the Indemnitor or any subcontractor of the Indemnitor, this coverage shall include **Abuse and Molestation liability insurance** with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for the actual or threatened abuse or molestation of anyone or any person while in the care, custody or control of any Indemnitor.
 - iii. If alcoholic beverages will be sold, provided and/or served and either (i) a fee is charged for the Event or (ii) an alcoholic beverage permit is obtained, **Liquor Liability insurance** in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, unless the Event is scheduled as an exception to the liquor liability exclusion on the Commercial General Liability policy.
 - iv. If automobiles are an integral part of the Event (car shows, road rallies, touch-a-truck, filming from automobiles, and the like), **Automobile insurance** in the amount of \$1,000,000 each accident combined single limit covering bodily injury and property damage for all owned, hired and non-owned autos.
 - v. If Indemnitor has employees, **Workers Compensation insurance** required by statute with Employer's Liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident, bodily injury by disease of \$500,000, and \$500,000 disease aggregate, including a waiver of subrogation in favor of the Town.
 - vi. If Indemnitor is renting a Town building, **Damage and Rented Premises insurance** in the amount of \$500,000 per occurrence.
6. Indemnitor shall provide the Town with Certificate(s) of Insurance on Acord 25 (2016/03) or later edition evidencing all insurance policies required by this Agreement, and all such Certificate(s) of Insurance, shall:
 - a. Name the "Town of Westport" as an **additional insured** and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent (except that this is not required for Workers Compensation insurance), and
 - b. 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, and
 - c. Contain a **waiver of subrogation** in favor of the Town, and
 - d. Contain a **broad form contractual liability** endorsement or wording within the policy form to comply with the hold harmless and indemnity obligations of Indemnitor under this Agreement, and
 - e. Declare all **deductible and self-insured retentions**, and all such deductibles and self-insured retentions are subject to the approval of the Town.

- f. Show that policies are in effect for all of the days of the Event; otherwise a renewal certificate is required.
- g. Require notice of cancellation to the Town according to policy provisions.

7. **If a high risk third party, as determined by the Town, (e.g., tent provider, bouncy house provider, valet parking service, fireworks provider)** will be authorized to participate at the Event, the third party shall execute and deliver a separate Indemnity and Hold Harmless Agreement and provide the insurance coverages required hereby.

8. This Agreement and the Town's permission to use the Premises or hang the Banner, as the case may be, shall not be assigned by Indemnitor without the prior written approval of the Town's First Selectman, the Director of Parks and Recreation, or the Farm Director.

9. This Agreement and the Application and the Town's policies and procedures supersede any and all prior agreements and understandings with the Indemnitor regarding the subject matter of this Agreement. This Agreement shall be governed and interpreted in accordance with the laws of the State of Connecticut. No provision of this Agreement shall be deemed waived by the Town unless the waiver is in writing and signed by the Town's First Selectman or the Director of Parks and Recreation. Any provision of this Agreement that is deemed unenforceable by a court of competent jurisdiction shall be deemed amended and construed to have a valid meaning that is the most protective to the Town, and if no such validating construction is possible shall be severed from this Agreement, and the enforceability of the remaining provisions shall not be impaired thereby.

This Agreement shall be binding on Indemnitor and its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Town of Westport and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers, representatives and assigns.

WITNESS

INDEMNITOR

 Print Name:
 Print Address:

 Print Name of Indemnitor (the entity holding the Event)

By _____
 Print Name:
 Print Title:

STATE OF CONNECTICUT)
) ss: Westport, Connecticut, _____20_____
 COUNTY OF FAIRFIELD)

Personally appeared _____ signer(s) and sealer of the forgoing instrument, and acknowledged before me the same to be his/her/their free act and deed, and acknowledged before me that he or she is authorized to execute this agreement on behalf of Indemnitor and to bind Indemnitor to its terms and that he or she holds the title with Indemnitor that is written below his or her name above.

 Notary Public
 Print Name:
 Print Address:
 My Commission Expires: _____
 Commissioner of the Superior Court