



# TOWN OF MONTGOMERY POLICY ON USE OF THE TOWN HALL

**EFFECTIVE DATE May 20th 2024**

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**TOWN OF MONTGOMERY  
POLICY ON USE OF MUNICIPAL BUILDINGS AND FACILITIES**

**SECTION I: AUTHORITY**

Under the authority granted in 24 V.S.A., Chapter 33, Section 872, the Town of Montgomery Selectboard hereby adopts the following policy regarding the use of Municipal buildings and facilities.

**SECTION II: PURPOSE / INTENT**

This Policy is adopted to encourage the widest and fairest use of Municipal facilities by the public. It sets forth guidance on use, scheduling, and fees for certain facilities. Fees are meant to help offset building operations and maintenance of same.

**SECTION III: DEFINITIONS/APPLICABILITY**

This Policy governs use of the following Municipal buildings/areas by the non-municipal organizations and individuals:

The Town Hall (Grange) Building

Other Municipal buildings/facilities usage policies are delegated to their respective Boards or governing officials unless covered by separate municipal policies or ordinances.

This policy does not apply to Municipal Entities (e.g. Recreation or Fire Depts.)

**SECTION IV: GENERAL PROVISIONS**

Anyone may reserve the Town Hall on a first come first serve basis. Reservations must be made with the Town Hall Committee via email ([schedulatownhall@gmail.com](mailto:schedulatownhall@gmail.com)). Municipal uses such as Town Meeting, Regularly Scheduled Board/Committee Meetings, Emergency Management Operations will take precedence over all such requests or reservations.



The fee schedule can be found under Appendix A for Town Hall. The intent of the fee schedule is to help defray the cost incurred over and above the normal usage of these facilities.

No vehicles may be parked on or driven on the Town Common without permission of the Selectboard.

Any user of the facilities must pay for any damages caused by them or their event participants. A \$250 cleaning and damage deposit must be submitted before a key will be issued for the renter.

The user of the facility must leave the building/grounds in the condition in which it was found.

Alcohol use is permitted as allowed by State law. If alcohol is consumed, the renter/user is solely responsible for compliance with all applicable laws regarding alcohol use. (See Appendixes B Rental/Usage Agreements for use of the Montgomery Town Hall) The Town of Montgomery disclaims all liability for the use of these facilities. Users assume all risk associated with their use.

Keys signed out for building maintenance, inspections, or repairs do not require fees or signed agreements. However advance notice to the Clerk must be given before such events take place.

## **SECTION V: SPECIFIC PROVISIONS**

### **Town Hall:**

1. Town Hall capacity is 200 people.
2. The Town Hall can support concerts, plays, catered dinners (caterers must provide their own means of refrigeration/heating sources for food consumption), large meetings, receptions, light recreational games, or exercise classes.
3. Renter/users must sign an agreement for the use of the Town Hall (see Appendix B). For events that are scheduled for multiple dates, rather than one time usage, you will only need to sign the rental agreement once.



key will not be issued until the Deposit check is provided to the Town Clerk's office and rental fee payment has been received in full.

4. Renters will be issued a Cleaning/Closing Checklist (see ADDENDUM B1) that covers the expectation of proper cleaning and closure of the building after use. All components of the checklist must be accomplished by the end time as indicated on the rental agreement. Failure to comply with all items on the checklist may result in the forfeiture of part or all of the Deposit and loss of privilege of future use of the building. If it is deemed necessary to withhold part of the Deposit the renter will be given the opportunity to pay the lesser amount. Failure to do so will result in the loss of the entire Deposit and loss of privilege to rent the building in the future. If it is deemed necessary to withhold the entire \$250 Deposit due to the renter's neglect of care, the renter may also lose the privilege to rent the building again in the future.
5. The Deposit check will be returned within 48 hours of the end of the rental after it has been determined that the building has been left in the exact condition it was found. Renters can retrieve their Deposit check from the Town Clerk's office during office hours or request to have the check shredded. Please see Town Hall Cleaning/Closing checklist for more details about renter responsibilities.
6. Key pickup should be arranged with the Town Clerk during business hours and is subject to the General Standards of Operation: Key Policy. Keys must be returned within 24-48 hours or if an event falls on a weekend the following business day or returned via the Town Office Dropbox. Our Dropbox is located at the Public Safety Building mounted on the left-hand side of the front of the building at 86 Mountain Road Montgomery Ctr VT 05471.
7. The town affiliated entities that may use the building at no cost are as follows: Montgomery Conservation Commission, Montgomery Elementary School, Montgomery Recreation Committee, Montgomery Town Library, Montgomery Fire Department, and the various elected town boards.



**SECTION VI: AMENDMENTS**

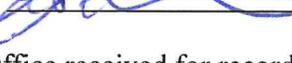
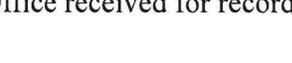
This policy and any building usage agreements associated with this policy may be amended by a majority vote of the legislative body at any duly warned meeting, providing the subject appears on the agenda for that meeting.

**SECTION VII: NOTICE**

1. This Policy shall be entered into the minutes of the Town records and shall be posted in at least three conspicuous places in Town for a period of one month.
2. A reference to where the full text may be examined shall be posted also.

Board of Selectmen  
Town of Montgomery

Charlie Hancock, Chairman  
 Leanne Barnard, ~~Vice-Chair~~  
 Mark Brouillette  
 Suzanne Dollois  
 Emily Kimball, ~~Vice Chair~~

  
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Montgomery Town Clerk's Office received for record this 28<sup>th</sup> day of May,  
A.D., 2024 at 12:45 P.M.

Attest:   
Elizabeth Reighley,  
Municipal Clerk



**Appendix A: Fee Schedule**

<b>Town Hall-Upstairs/Main Hall</b>	<b>Year Round</b>
Public Event (open to all, no charge or revenue generated)	Free
Private Event (not open to all/ revenue generating or not)	\$100.00 per day occupied (set up and clean up days additional to day of event)
Public Event (fee/revenue generating)	\$100 per day occupied (set up and clean up days additional to day of event)
Half Day Rental Fee for private or public event (if not free and open to all/revenue generating or not)	\$50 (12hrs or less based on need and/or availability)
Non-Profit full day rental (revenue generating event or private event)	\$50
Non-Profit half day rental (revenue generating event or private event)	\$25
Town affiliate group use (see list below)	Free
*Please note that use of the basement must be specifically requested for an event. Use of the kitchen is a separate rental agreement/fee structure.	**Chair/ table use is included in rental fees unless it is determined they are unavailable on rental date. This will be communicated at time of booking.
<b>Recurring Classes/Workshops w/ admission</b>	
3 week schedule (1x week 3wks)	\$60.00
6 week schedule (1x week 6wks)	\$80.00

1. Please contact the Town Hall Committee to schedule the Town Hall and make arrangements for contract, payment & access: [scheduletownhall@gmail.com](mailto:scheduletownhall@gmail.com). Rentals are on a first come/first serve basis. In order to ensure your date payment must be received and contract signed.
2. A Rental/Usage Agreement is required in all event/class/workshop/meeting cases and must be signed upon collection of fees. Fees are due in total upon signing.
3. A \$250.00 Cleaning/Security Deposit is required for all events and for classes/workshops in specific cases. The Deposit must be provided in the form of a check made out to the Town of Montgomery. The check will not be deposited unless necessary. The Deposit check must be a separate form of payment than the rental fee payment (do not provide one check for both rental fee and Deposit). A



**Appendix B: Rental/Usage Agreement for use of the Montgomery Town Hall**

The Following Agreement is made on this day \_\_\_\_\_

Between The Town of Montgomery

& User/Renter/Organization: \_\_\_\_\_

The User/Renter/Organization has paid a fee of: \_\_\_\_\_

To Reserve the Town Hall on the following date(s): \_\_\_\_\_

Beginning at: \_\_\_\_\_ Ending at: \_\_\_\_\_

The following conditions and rules apply and are the sole responsibility of the User/Renter/Organization:

1. The building must be returned to the condition in which it was found and all items on the Cleaning/Closing Checklist must be addressed by the renter by the end time indicated on this rental agreement.
2. The Cleaning/Closing Checklist will be provided to the renter when the \$250 Cleaning/Security deposit (in the form of a check made out to The Town of Montgomery and dated with date of rental/event; this check must be separate from the rental fee payment) has been submitted to the Town Clerk. The Cleaning/Security deposit check will be held by the Town Clerk and not cashed unless necessary.
3. A key to the Town Hall for access will not be issued to the renter until the Cleaning/Security deposit and payment for the event rental is received in full.
4. If renter neglects to address all of the responsibilities detailed in the Cleaning/Closing checklist they run the risk of forfeiture of part or all of the \$250 Cleaning/Security Deposit. If it is necessary for the town to withhold the entire \$250 Cleaning/Security deposit, or if the renter does not pay the amount indicated based on damages or neglect of the building after use, the renter may also be denied the privilege of renting the building in the future.
5. The Renter will inform the Town Clerk of any damage done to the building as a result of the event. If damages exceed the amount of the \$250 Cleaning/Security deposit the renter is liable to cover the remaining amount. If the renter does not honor the amount owed they will be denied the privilege to rent the building in the future.
6. Do not cause irreversible damage to the walls, floors, windows, ceiling, stage, stage curtain, table, chairs, stereo equipment, lighting or exterior of building when decorating for your event. Any modifications to the building for your event must be discussed with the Town Hall Committee beforehand.
7. This rental agreement does not include access or use of the kitchen or basement of the building unless specifically requested and permission granted.
8. It is the sole responsibility of the Renter to maintain adequate control of their event.



9. It is the sole responsibility of the Renter to seek proper event insurance coverage.
10. Consumption of alcohol by persons that are under 21 years of age is against the law. Consumption of alcohol by persons under the age of 21 is strictly prohibited in Town facilities. It is the responsibility of the Renter to provide adequate control when there is alcohol present at an event. Providing security and I.D. checks are the responsibility of the Renter. This includes taking all actions to ensure that all individuals consuming alcohol at the event are at least 21 years of age. Serving and/or selling alcohol is against the law except by a licensed and insured provider.
11. The **Maximum capacity of the building is 200**. It is the sole responsibility of the Renter to monitor the capacity throughout the event and ensure the maximum capacity is not exceeded.
12. The two fire /emergency exits must always be kept clear and accessible during the event.
13. In Winter months, the thermostat (located to the left side of the stage) should be returned to **55 degrees** by the renter/user. **Heat should be off for summer use.**
14. All windows and doors should be closed and locked, and key returned to Town Clerk during business hours or if outside of normal business hours key can be returned via the Town Office Dropbox. Our Dropbox is located at the Public Safety Building mounted on the left-hand side of the front of the building at 86 Mountain Road Montgomery Ctr VT 05471. Please refer to the Cleaning/Closing Checklist for further detail of renter responsibility.
15. The Town of Montgomery disclaims all liability for the use of these buildings/facilities. Renters/Users assume all risks associated with the use of this building/facility.
16. The Town of Montgomery (meaning any member of the Selectboard, the Constable, or duly appointed individual) reserves the right to stop an event, which becomes out of control, creates a danger or nuisance to the surrounding neighborhood, or violates any of the above rules.

Signature indicates the Renter/User has read and agreed to this Policy, and to the rules in this Appendix.

Renter/User: \_\_\_\_\_ Date \_\_\_\_\_

Agent of Town of Montgomery: \_\_\_\_\_ Date \_\_\_\_\_



**Addendum B1: Montgomery Town Hall Rental Cleaning/Closing Checklist**

**It is your responsibility to address all components listed below before the end time indicated. Failure to do so may result in the forfeiture of your cleaning/security deposit and loss of the privilege to rent the building again.**

**Please sign and leave this checklist in the envelope on the left wall inside the chair/table storage closet.** Your rental does not include use of the downstairs or kitchen of the building unless specifically requested.

Renter Name & phone #: \_\_\_\_\_  
End Time of Rental: \_\_\_\_\_

Please do not cause irreversible damage to the walls, floors, windows, ceiling, stage, stage curtain, table, chairs, stereo equipment, lighting or exterior of building when decorating for your event. Any modifications to the building for your event must be discussed with the Town Hall Committee beforehand. Failure to adhere to these guidelines may result in the forfeiture of part or all of your cleaning/security deposit. Once the building has been inspected after your use, the Town Clerk will be given clearance to return you Cleaning/Security deposit check.

- \_\_\_ Chairs and Tables cleaned and returned to the storage room.
- \_\_\_ All windows and doors closed and locked (check emergency exit doors and front vestibule doors).
- \_\_\_ All garbage removed (consider giving redemption items to the \*8<sup>th</sup> grade bottle drive drop spot).
- \_\_\_ Floors swept and mopped. (See instructions in storage closet, cleaning supplies provided)
- \_\_\_ Stereo equipment & stage lights shut-off, microphones returned to the mezzanine sound booth.
- \_\_\_ All personal items removed.
- \_\_\_ All lights turned off (check outside and vestibule lights, stage lights).
- \_\_\_ Heat turned down to 55 in colder months and turned off in warmer months (if you are unsure please see what the thermostat was set to upon your arrival)
- \_\_\_ Both bathrooms should be left tidy and garbage removed. Please be sure toilets are not running.
- \_\_\_ Return key to Town Clerk office or drop-box.

If there are any on-site issues that are of concern, please contact the Town Hall Committee immediately: Joanne Dennis: 802-233-6540 or Tosca Smith: 802-370-5676. Or contact Scott Ovitt for mechanical issues: 802-370-5650. If you arrive and the condition of the building at the beginning of your rental is of concern please take photo documentation and email to: [schedulatownhall@gmail.com](mailto:schedulatownhall@gmail.com).

Signature of Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_



**Addendum B2: Rental/Usage Agreement for the Montgomery Town Hall Tables/Chairs Off-Site**

The Following Agreement is made on this day \_\_\_\_\_

Between The Town of Montgomery

& User/Renter/Organization: \_\_\_\_\_

The User/Renter/Organization has paid a fee of: \_\_\_\_\_ \$1 per chair/\$5 per table \_\_\_\_\_

To Rent the Tables/Chairs for Off-site usage on the following date(s): \_\_\_\_\_

The following conditions and rules apply and are the sole responsibility of the User/Renter/Organization:

1. The tables/chairs will be returned in the condition in which they were rented by the time indicated on this contract.
2. The Renter will inform the Town Clerk of any damage done to the tables/chairs as a result of your event. The Renter will pay for any damages incurred to tables/chairs that result in the Town having to replace these items.
3. The costs associated with the rental of the tables/chairs is set forth based on wear and tear due to the removal of these materials to and from the Town Hall building and the value is determined by a percentage of the current market replacement cost.

Signature indicates the Renter has read and agreed to this Policy, and to the rules in this Addendum

Renter/User: \_\_\_\_\_ Date \_\_\_\_\_

Agent of Town of Montgomery: \_\_\_\_\_ Date \_\_\_\_\_