

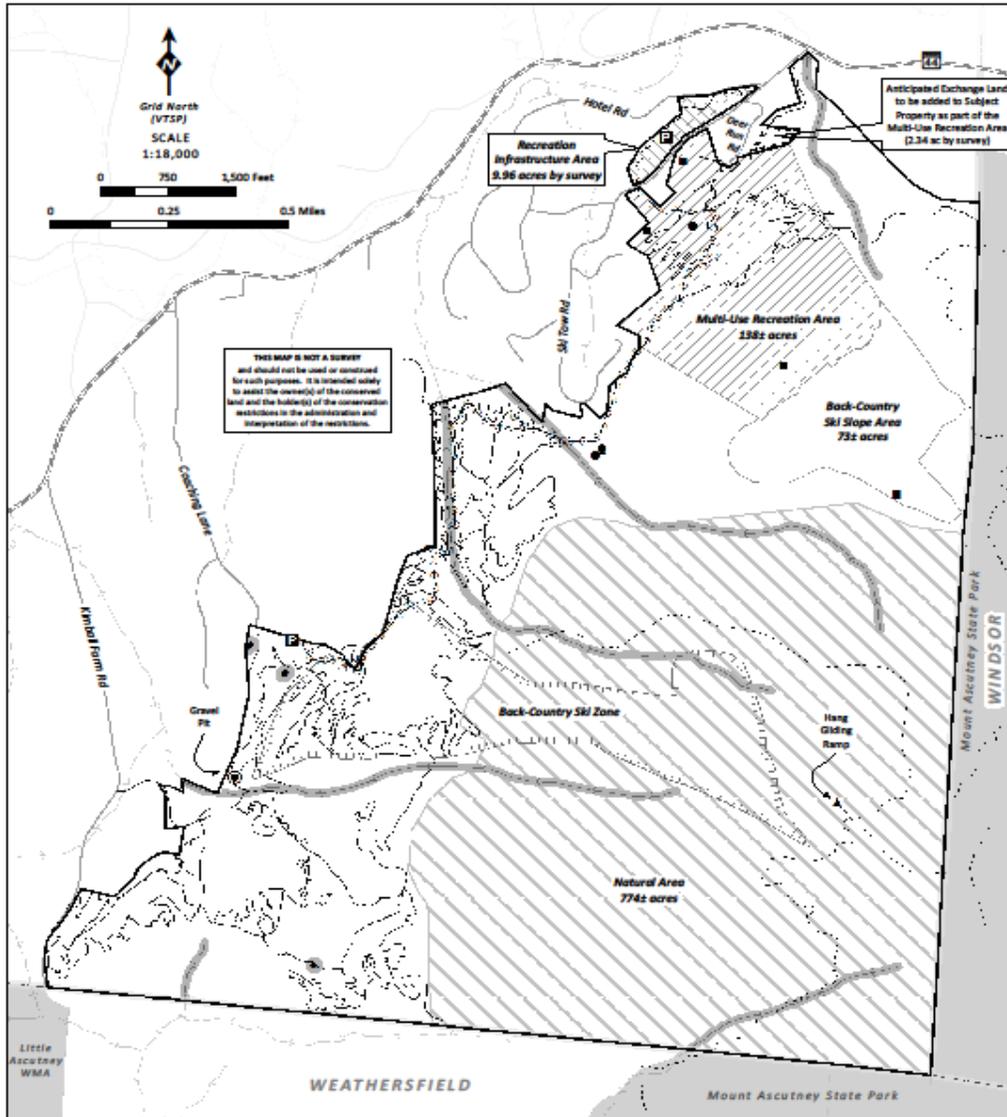
**TOWN OF WEST WINDSOR, VERMONT
FACILITY USE POLICY**

The Town of West Windsor has a number of facilities, both land and buildings, that are, upon approval by the Selectboard, available for use by Town organizations and groups of residents and, under certain circumstances and in limited areas, other organizations and public groups. In all matters pertaining to these uses, it is the obligation of the Town to ensure that its facilities are maintained in good condition and that their use and maintenance do not impose an undue financial burden, including potential liability from adverse legal action, on the Town's tax payers. This policy is intended to advance these objectives and to guarantee fair and consistent guidelines for all parties wishing to use the listed facilities. **Town facilities not listed below are not available for organized use by the public except for a permitted event which may use public roads.**

1. **FACILITIES TO WHICH THIS POLICY APPLIES.** This policy shall apply to the following municipal facilities in the Town of West Windsor:
 1. Story Memorial Hall ("Town Hall")
 2. Mary L. Blood Library ("Library")
 3. Multi-Use Recreation Area within the Mount Ascutney Easement Area (see map, Exhibit A)
 4. Recreation Infrastructure Area within the Mount Ascutney Easement Area (see map, Exhibit A)
 5. Other land within the Mount Ascutney Easement Area (see map, Exhibit A)
2. **PRIORITY OF USE.** Except within the Mount Ascutney Easement Area, the Town of West Windsor will make these facilities available on a first come, first serve basis for individuals, groups and organizations during times when the facilities are not being utilized for Town programs or by Town staff, boards, commissions and committees. The Easement Area is reserved for Town or Ascutney Outdoors ("AO") sponsored or co-sponsored activities and events, plus other uses the Town may occasionally permit in the Recreation Infrastructure Area that do not conflict with these activities and events. Rental fees may be required for facility use depending on the facility to be used and the nature of the event. Rental fees will be set by the Selectboard (in consultation with AO for activities and events in the Easement Area).
3. **HOURS OF USE AND OCCUPANCY LIMITS.** Hours of use and occupancy limits for the Town Hall and the Library will be established by the Selectboard.
4. **SMOKING.** Smoking is prohibited within or around the Town Hall and the Library.
5. **ALCOHOL CONSUMPTION.** Alcohol consumption is prohibited anywhere on Town property except, under limited conditions, on the Multi-Use Recreation and Recreation Infrastructure Areas, but then only in accordance with the Town's Land Lease and Operating Agreement with Ascutney Outdoors.
6. **OBLIGATIONS OF USERS.** Users must return the facilities to a neat, orderly and clean condition after their use, and will be liable to the Town for all repairs to the facilities required as a result of damage caused during their sponsored event.
7. **FACILITY USE AGREEMENT.** With the exception of Ascutney Outdoors (as provided by Paragraph #7 of its lease agreement with the Town), groups or individuals wishing to sponsor an event using the listed facilities shall be required to execute a Facility Use Agreement (see Exhibit B attached) for each event.
8. **WEST WINDSOR EVENT ORDINANCE.** Event sponsors must also comply with the Town's event ordinance.

EXHIBIT A

Mount Ascutney Easement Area - West Windsor, VT



MAP INFORMATION

- | | |
|--|---|
| Subject Property (1,580.16 acres by survey; Total Area of Easement after Exchange is 1,582.50 acres) | Connectivity Trail |
| Town Boundary | Pedestrian Trail |
| Local Road | Trail Network (includes Existing and Approved Trails) |
| State Highway | Back-Country Ski Zone |
| Vernal Pool | Special Management Areas |
| Stream | 1 - Recreation Infrastructure Area |
| Stream (50' and Vernal Pool (100') Surface Water Buffer Zones (Secondary Vernal Buffer Zone of 500' not depicted on map) | 2 - Multi-Use Recreation Area |
| Building | 3 - Back-Country Ski Slope Area |
| Water System Reservoir | 4 - Natural Area |
| | Parking Area |
| | Other Conserved or Public Lands |

Data Sources: The Subject Property configuration is based on the survey titled "Composite Map for: Town of West Windsor & Mt. Ascutney Resort Area" by Farnsworth Surveys (Jan 2015, revised Dec 3, 2015); Streams, Roads, and Town Boundary data obtained from VCGI; Streams and Vernal Pool Buffer Areas from GIS calculations; Special Management Areas (SMA) and Back-Country Ski Zone from UVLT (derived from field work and local knowledge); Vernal Pool data from Elisabeth T. McLane, Forest Ecosystems Consulting; Conserved and Public Land data from VCGI and UVLT; Trail data from Baseline Documentation Report (BDR) field work and other local resources; Trails depicted using best available data - actual trail locations may vary; Other features from BDR field work; Map Coordinate System: Vermont State Plane Coordinate System (meters); Map created: December 2015



EXHIBIT B

TOWN OF WEST WINDSOR, VERMONT
FACILITY USE AGREEMENT

This Agreement is dated _____, 20____ by and between the Town of West Windsor (the Town), and _____, (the User) and is subject to the terms of the Town of West Windsor’s Facility Use Policy. In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **EVENT.** The User agrees to use the Facility exclusively for the following purpose:

2. **FACILITY and RENTAL PERIOD.** The Town rents to User the _____ in West Windsor, Vermont (the Facility) for the following date (or dates) and time (or times):

3. **RENT.** User will pay the Town a rental fee of \$_____ at the signing of this Rental Agreement.
4. **OBLIGATIONS OF USER.** At the end of each Rental Period, User will return the Facility in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by User and User’s guests and the Town may pursue all remedies authorized by law to recover its damages or losses.
5. **OCCUPANCY.** Occupancy of the Facility will be limited to _____ persons.
6. **SMOKING and ALCOHOL.** Smoking is prohibited in the Facility. Possession of Alcohol is prohibited in the Facility. User will not serve or bring alcohol into the Facility nor permit User’s guests to serve or bring alcohol into the Facility except as provided for in the Town of West Windsor’s Facility Use Policy.
7. **INSURANCE.** The Town may require that the User procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of West Windsor is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and User will furnish the Town with a certificate of insurance prior to the Event.
8. **INDEMNIFICATION AND HOLD-HARMLESS.** User agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by User and User’s guests, agents, or employees.
9. **ASSIGNMENT.** This Rental Agreement is not assignable to any other person or entity.
10. **CANCELLATION.** The rental fee will not be refunded if notice is received less than _____ days before a Rental Period, unless the Facility is subsequently rented for the same date.
11. **RIGHT OF ENTRY AND TERMINATION.** The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm User’s conformance to this Agreement. If the Town determines, in its sole judgment, that User has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to User.

12. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with the Town's Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at _____, Vermont this ____ day of _____, 20____.

TOWN OF WEST WINDSOR

USER

By _____

(Duly authorized Agent)

Address: _____

Town _____ St _____ Zip _____

Phone _____

(Organization, if applicable)