

RULES AND REGULATIONS FOR RENTAL OF LIMA TOWN HALL

7329 EAST MAIN STREET, LIMA, NY.

1) One person shall be responsible and accountable as the “responsible renter” of any Permitted portion of the Town Hall. This person **must be a resident of the Town Lima, and at least twenty-one (21) years of age.** If the responsible renter is renting a portion of the Town Hall on behalf of an organization, ***both*** the organization and the individual shall be liable and accountable for the observance of the rules and regulations.

2) **SMOKING and USE OR PRESENCE OF ANY ALCOHOLIC BEVERAGE ARE BOTH STRICTLY FORBIDDEN WITHIN THE TOWN HALL AT ANY TIME.**

3) The responsible renter accepts responsibility to clean the area rented by removing from the building and grounds any trash and debris, and shall return the rented (s) to the condition in which the area was found, including the positioning of all furniture and folding and returning to storage areas all folding chairs and tables. Failure to do so will result in the ***forfeiture*** of the rental deposit of the responsible Renter.

4) The responsible renter is responsible to pay any repairs in connection with damage or destruction on or about the property, and/or for replacement of any furniture or equipment or Town property within the structure missing or damaged after such Rental. To the extent that the cost of doing so can be defrayed by use of the responsible renter’s rental deposit, the Town may choose but is not required, to apply the rental deposit to this use. In such instance, the rental deposit shall be ***forfeited*** to the Town.

5) The responsible renter shall be responsible to turn off all building lights (including basement bathroom lights) and to verify that all windows and doors are closed and locked before the responsible renter exits the premises. The responsible renter **MUST** be the last party to leave the premises upon the conclusion of the rental event. The responsible renter agrees to use precautions to be sure that no uninvited or unauthorized parties enter the premises during responsible renter’s event or use of the Town Hall.

6) By Order of the Fire Marshall, use and capacity of rental areas is limited as follows: **Upstairs Hall – 250 people Basement – 100 people**
Responsible renter agrees not to permit occupancy beyond stated capacities.

7) The responsible renter agrees that the use of the Town Hall will not be conducted so as to constitute a public nuisance or to violate the Village of Lima Noise Ordinance, and no hazardous or dangerous activity shall be allowed.

8) The responsible renter shall inform the Town Clerk of the approximate hours of operation, and the general use for which the Town Hall space is to be rented.

9) **The responsible renter shall pay to the Town Clerk the sum of \$250 as a deposit** to be paid prior to any use of the Town Hall space by the responsible renter. A key will then be provided to the responsible renter. Said deposit shall be refunded (if applicable- minus the rent of \$25.00 per hour) upon **return of the key** to the Town Clerk which return must be accomplished **by the next business day** following the rental day.

10) The **rental cost of any Town Hall space is \$25.00 per hour of use**, to be paid by the responsible renter. The rental fee will be collected prior to such use. Upon request, the responsible renter should be prepared to offer corroboration the number of hours the building or any part thereof was in use by responsible renter or any parties present in connection with the responsible renter's use or event.

11) The Town Board exempts the following organizations or entities from the payment of an hourly rental fee (although such organizations or entities remain liable and accountable to follow all other rules and regulations concerning the use and rental of the Lima Town Hall):

- Any Boy Scout or Girl Scout troop or similar recognized children's group or organization that is formed and run for the benefit of the youth of Lima.
- The American Legion and the American Legion Auxiliary or any similar Veteran's membership organization.
- The Lima Historical Society or the Lima Golden Agers.
- Any political party meeting primarily composed of registered voters of the Town of Lima.

12) The Town Supervisor shall be accorded the reasonable discretion to waive the rental fee and/or the security deposit fee for any Lima not-for profit organization but not for individual users. Except for the rental fee and/or security deposit fee, the Supervisor is not authorized to waive any rule or regulation of this policy without explicit approval of the Town Board taken at a meeting of said Board.

13) Pursuant to a motion made and adopted by the Town Board of the Town of Lima on December 4, 2003, as modified by a motion adopted by the Town Board on January 2, 2004, the Town Board has stipulated that no portion of the Town Hall shall be rented or used by any for-profit business, sole proprietorship or entity other than a non-profit organization or an individual meeting the criteria required for private, non-profit use of the Town Hall. The Town Clerk shall be authorized to require proof of the non-profit status of the prospective renter. The Town Clerk may require additional proof other than that offered to satisfy the Town Clerk of the prospective renter's status as agent or representative of a non-profit organization. It shall not be deemed necessary to be legally incorporated as a New York not-for-profit corporation in order to qualify to use the Town Hall on behalf of another party or person or group.

14) The Town Clerk shall collect a refundable deposit for and in connection with the use of the Town Hall premises, which deposit shall be in the amount of **\$250.00**. When the user or renter of the Town Hall premises shall have complied with all Conditions and terms of the rental, the deposit shall be refunded to the user or Renter after rental fees and key deposit has been deducted.

Failure to Comply

If the user or renter of the Town Hall premises shall fail to comply with the requirements and responsibilities assumed by the user or renter in connection with and set forth in this Agreement, the user or renter shall **forfeit the deposit** to the Town of Lima. Said forfeited deposit may be applied to or against any additional charges, expenses or repairs that may be required of the Town of Lima in connection with the use or rental of the Town Hall premises. This remedy shall be in addition to any and all other remedies available to the Town of Lima pursuant to this Agreement.

BY SIGNING THIS NOTICE OF RULES AND REGULATIONS FOR RENTAL OF THE LIMA TOWN HALL, THE SIGNING PARTY AGREES AND ACCEPTS THAT HE OR SHE IS PERSONALLY RESPONSIBLE FOR THE OBSERVANCE OF ALL RULES AND REGULATIONS STATED IN THIS POLICY THE SIGNING PARTY AS THE "RESPONSIBLE RENTER" AGREES PERSONALLY AND ON BEHALF OF ANY ORGANIZATION REPRESENTED TO COMPLY WITH THESE REGULATIONS, AND TO ASSURE COMPLIANCE WITH THESE REGULATIONS BY ALL GUESTS AND VISITORS PRESENT AT THE TOWN HALL AT RESPONSIBLE RENTER'S EVENT. RESPONSIBLE RENTER ACKNOWLEDGES THAT THE TOWN OF LIMA IS *NOT RESPONSIBLE* FOR THE LOSS OF ANY PERSONAL PROPERTY OF THE RESPONSIBLE RENTER, OR VISITORS OF SAID PARTY.

DATE: _____

Responsible Party Signature

_____/_____/_____

Telephone Number

Date of Rental: ____/____/_____

Times: _____ to _____

CERTIFICATE OF INSURANCE

**** MUST accompany application before rental****

Fax to: 585-624-6129

Every user or renter of any portion of the Town Hall shall provide to the Town Clerk a **CERTIFICATE OF INSURANCE** specifically naming the Town of Lima as insured party, covering casualty and liability in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (1,000,000.00) aggregate. Said Certificate of Insurance shall be issued by a company qualified to do business in the State of New York, and shall be effective for and during the day or days or period of time of use of the Town Hall by said organization.

Failure to provide such proof of a valid Certificate of Insurance shall result in a denial and/or revocation of the permission extended to the organization to use the Town Hall premises. The Town Clerk shall NOT be authorized to permit any renting party to enter upon or use the premises without first offering an acceptable Certificate of Insurance or proof of insurance in form and contract acceptable to the Town Clerk.