

**Wilmington's Historic Memorial Hall
Application for Use**

Date of Application: _____ Date(s) of Event: _____

Contact Person: _____ Telephone: _____ Email: _____

Contact Mailing Address _____

Individual: **Group:** **Wilmington Resident:** **Wilmington Taxpayer:** **Non-Resident:**

Group Name if applicable: _____

Group Mailing Address _____

Event Description: _____
(Please email to jdefrancesco@wilmingtonvt.us a paragraph describing your event and a poster or picture if available so that it can be posted on the town's website in the Memorial Hall Events Calendar!)

EVENT Date(s) and Time begin and end: _____

SET-UP Date(s) and Time begin and end: _____

CLEAN-UP Date(s) and Time begin and end: _____

Expected attendance: _____ Entrance Fees: _____

Public Event: **Private Event:**

Hall Set-Up (describe how you will set up the main floor): _____

Do you plan to serve food and beverages other than a light refreshment area at the back of the hall? (Explain)

Smoking is not allowed in the building.

Alcohol:

1. No alcohol is allowed in the hall or on the premises unless the group applies for and receives from the Wilmington Selectboard an Exemption Permit from the Wilmington Open Container Ordinance. An application form may be obtained at the Town Manager's Office or at the town website www.wilmingtonvermont.us. Please return the completed application to the Town Manager's office.
2. The alcohol caterer must have a Catering Designation from the VT Department of Liquor Control (DLC) and must also obtain either an Alcohol Catering Permit for the event OR a Special Event Permit, whichever is required by the state. Information and forms are available at the following websites: <http://liquorcontrol.vermont.gov/licensing>, <http://liquorcontrol.vermont.gov/licensing/forms>, <http://liquorcontrol.vermont.gov/sites/liquorcontrol/files/pdf/catering.pdf> The state application forms should be turned in to the Wilmington Town Clerk. The Town must have a copy of the granted state permit before the event takes place. **Please note that BOTH permits are required for serving alcohol in Memorial Hall.**

Balcony Use: The balcony is restricted to light/sound people during performances and is not available to spectators.

Basement Use: Allowed ONLY by special agreement. Basement requested: No yes (explain)

Applicant Signature: _____ **Print Name:** _____

OVER →

Insurance Requirement:

In all situations the renter must provide the specified Certificate of Liability Insurance **except** when there is no: entrance charge; per ticket charge; sponsorship fee to attend; or any other way in which attendees are required to pay some revenue to attend. All events where liquor is available will be required to provide the specified liability insurance. ***ALL EVENTS REQUIRING LIABILITY INSURANCE MUST EITHER CARRY WORKERS COMENSATION OR FILL OUT AND SIGN THE ATTACHED WAIVER.***

Certificate of Liability Insurance NAMING Town of Wilmington as Additional Insured in the amount of one million dollars (\$1,000,000) effective for the period of time you will use Memorial Hall. You do not need to send until use is approved, but we must have the certificate three weeks before the date of the event.

Wording on Certificate of Insurance should include: Certificate Holder: Town of Wilmington, PO Box 217, Wilmington, VT 05363. “The Town of Wilmington is added as an additional insured as their interests may appear, effective for the use of Memorial Hall for _____ (event) on _____(date(s))”

General Rules to rent Memorial Hall:

1. Rental only includes the main floor area
2. Special permission including specific requirements must be obtained for the usage of the basement or balcony.
3. Regardless of whether a Certificate of Insurance is required, Lessee is responsible for any damage to building, grounds, and building equipment.
4. Lessee must keep Hall clean during rental period and must immediately clean any damaging substance. Failure to do so may also result in being prohibited from future Hall use
5. Lessee may **NOT** attach any items to the walls of the hall. No nails or fasteners of any kind are allowed.
6. No helium balloons are allowed.
7. Do NOT touch the thermostats.
8. Return the key to town office the first weekday after your event.
9. All lights must be off and building locked when you leave.

USER FEE SCHEDULE for Memorial Hall (See Separate Fee Schedule)

Note: The User Fee Schedule for Memorial Hall may change without notice upon approval by the Wilmington Selectboard. Nothing is considered final until a completed and signed Rental Agreement and deposit are received and accepted.

Return completed application to: FAX: 1-802-464-8477 or email: jdefrancesco@wilmingtonvt.us

OR Mail to:

Jessica DeFrancesco, Receptionist
Town of Wilmington,
PO Box 217
Wilmington, VT 05363

Address questions to Jessica DeFrancesco: (802) 464-8591

Once your application is received, it will be acted upon as soon as possible by Town Manager Scott Murphy and you will receive an agreement letter with fees, requirements, etc. (or a denial, in which case the reason will be stated.)

TO: Town of Wilmington, a Vermont Municipality

NON-EMPLOYEE WORK AGREEMENT

Under 21 VSA § 601 (14), sole proprietors and partner owners of an unincorporated business whose work: is distinct and separate from the municipality’s work; who control the means and manner of the work performed; hold themselves out as in business for themselves; hold themselves out for work for the general public and do not perform work exclusively for or with another person; and are not treated by the municipality as an employee for purposes of income or employment taxation with regard to the work performed; are not considered employees of the municipality.

To be completed by Municipality:

- Work to be performed _____

- Written Contract? (circle one) **Yes No** If yes, attach copy of contract
- Beginning and end date of work: _____
- Could this work be considered a normal municipal function? (circle one) **Yes No**
- Is this work in any employee’s job description? (circle one) **Yes No**

To be completed by contractor:

Undersigned, sole proprietor, or partner owner of an unincorporated business, of

_____ (*name of business*) of

_____ (*business mailing address*)

hereby certify that I am aware of my right to purchase Workers’ Compensation insurance and have elected, to purchase Workers’ Compensation coverage as described below or, not to purchase Workers’ Compensation insurance coverage.

Undersigned, hereby attests that I have procured Workers Compensation Insurance Coverage from: Carrier: _____ Effective Dates: _____ to _____. Limits of Liability: _____

(Attach a valid Certificate of Insurance.)

Undersigned, hereby attests that I am a sole proprietor, or partner owner of an unincorporated business, and as such am not considered to be a worker or employee under the provisions of 21 VSA § 601 (14).

I affirm that:

- I am not a worker or employee of the Town of Wilmington (municipality);
- I am working independently;
- I have no employees; and
- I have not contracted with other independent contractors.
- I understand that I have the right to purchase workers’ compensation insurance and I elect not to purchase workers’ compensation coverage.

Date: _____ Print Name: _____

Witness _____ Signature: _____

(See other side for liability hold harmless agreement)

LIABILITY HOLD-HARMLESS AGREEMENT
for use with
Sole Proprietors and Owner Partners of Unincorporated Businesses

In consideration of the agreement of the Town of Wilmington (municipality) to engage my company and me to perform certain services for the Town of Wilmington (municipality),

_____ (*company*) and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless the Town of Wilmington (municipality), its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of the Town of Wilmington (municipality).

Date: _____ Print Name: _____

Witness: _____ Sign Name: _____

(See other side for non-employee work agreement)