



TOWN OF SOMERSET

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APPLICATION FOR USE OF TOWN HALL RELEASE OF LIABILITY RENTAL AGREEMENT

The undersigned hereby request permission to use the Town Hall of the Town of Somerset as follows:

NAME OF RENTER _____

NAME OF ORGANIZATION _____

DATE AND TIME REQUESTED _____

PURPOSE _____

AMOUNT OF RENT, NON-REFUNDABLE, TO BE PAID AT LEAST 5 DAYS IN ADVANCE (See paragraphs 1 and 2, below) \$ _____

AMOUNT OF DEPOSIT, TO BE PAID WITH THIS APPLICATION (See paragraph 3, below) \$ _____

The undersigned have inspected the premises and know the risks and dangers involved in any activities that may be conducted thereon, and also acknowledge and understand that unanticipated and unexpected dangers may arise during the use of the premises. The undersigned assumes all risks of injury to any person or persons and/or their property that may be sustained in or about the premises in connection with the use thereof.

In consideration of the permission granted by the Town of Somerset to use said premises, the undersigned do hereby for themselves, successors and assigns, release, remise and discharge the Town of Somerset, its agents, servants, or employees, from any and all claims, demands, actions, causes of action, of any sort for injuries to any person or persons and/or their property that may be sustained in and about the premises in connection with the use thereof, regardless of whether said injuries are due to negligence or any other fault.

The undersigned further agree to indemnify, defend and save harmless the Town of Somerset, its agents, servants or employees, from all claims, demands, actions and causes of action of any sort, for injuries sustained to any person or persons and/or their property, in connection with the use of said premises due to negligence or any other fault.

The undersigned hereby certify that the use of said premises is completely voluntary, and that by the use of said premises neither we nor any of our guests shall be considered, in any way, the employee, servant or agent of the Town of Somerset.

ADDITIONAL TERMS

In consideration of the permission granted by the Town of Somerset to use said premises, the undersigned do hereby agree that the use of said premises shall be governed by the following terms and conditions:

1. Rental charges for Town residents will be a minimum of \$50 for up to five hours and \$20 per hour after five hours. All fees are payable in advance.
2. Class rentals will be \$25 per hour.
3. A deposit of \$400 for all applicants shall be paid to the Town at the time of execution of the rental agreement. The undersigned shall be responsible for all damage to Town property and shall insure that the premises are left in a neat and clean condition. In the event that the premises are not left in a neat and clean condition, or damage occurs, the Town may retain part or all of the deposit, as deemed appropriate by the Town. If damages or costs of cleanup exceed the amount of deposit, the undersigned shall be liable for the excess.
4. No charges may be made for alcoholic beverages.
5. It shall be the responsibility of the undersigned to insure that the **Rules for Renting the Town Hall Meeting Room**, attached hereto and incorporated herein by reference, are strictly observed by all persons in or about the premises.
6. The premises shall be open at all times to officials of the Town, their agents or employees, to assure that the terms and conditions of the rental agreement are complied with.
7. In the event that the premises are not available to the renter at the date and time requested and to be agreed upon, regardless of whether it be within or without the control of the Town, or whether the Town was negligent in this regard, the liability of the Town shall be expressly limited to the amount of the rental fee and deposit. The Town shall assume no responsibility for any other damages, direct, incidental or consequential.

WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE FOREGOING **APPLICATION FOR USE OF TOWN HALL, RELEASE OF LIABILITY AND RENTAL AGREEMENT**. BY SIGNING THIS DOCUMENT, WE EXPRESSLY RATIFY THE TERMS AND CONDITIONS CONTAINED THEREIN.

I, the renter, hereby represent and certify that I am eighteen (18) years of age or older and, if this application/release agreement is being made on behalf of an organization or group, that I am authorized to sign on behalf of said organization or group.

CLASS SPONSOR
(IF INSTRUCTOR IS NOT A SOMERSET RESIDENT)

RENTER

Signature

Signature

Please Print Name

Please Print Name

Address: _____

Address: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

ACCEPTANCE BY TOWN OF SOMERSET

(Signature of Clerk-Treasurer)

Phone: 301-657-3211

Date of Acceptance: _____

Note: **RULES for Renting the Town Hall Meeting Room** Are Attached.

PLEASE RETAIN