



AREA AGREEMENT REGARDING MANAGEMENT

SERVICES FOR THE CALAIS TOWN HALL

Between the Town of Calais, 3120 Pekin Brook Road, Calais, VT and
Friends Of The Calais Town Hall, Inc., 1662 Kent Hill Road, Calais, VT

Purpose

Whereas the Town of Calais (hereinafter, "the Town") desires assistance to manage and coordinate non-municipal events and activities at the Calais Town Hall (hereinafter "CTH"), and whereas Friends of the Calais Town Hall, Inc., (hereinafter "*Friends*") has proposed to provide these services on a contractual basis, this Agreement has been prepared to describe mutual duties and responsibilities in carrying out this project.

All parties understand that non-municipal events and activities managed by *Friends* will be staged primarily in the upstairs portion of the building. Access to the downstairs kitchen, the commons area, and bathroom will be granted in accordance with the Calais Town Hall Usage Policy. Municipal activities related to the Town will always take priority over events managed by *Friends*.

Friends of the Calais Town Hall, Inc. Organizational Structure and Purpose

Friends of the Calais Town Hall, Inc. is a private, independent non-profit corporation under IRS 501(c)(3) determination established to:

- assist the Town of Calais Selectboard in the management and administration of the non-municipal activities taking place at the Calais Town Hall located at 1662 Kent Hill Road, Calais, Vermont,
- assist the Town of Calais with the preservation of the historical integrity of the Calais Town Hall, and
- support fundraising that will contribute to the use of the Calais Town Hall as a community center for municipal, community, and cultural activities.

Management Duties

As a contracted agent of the Town of Calais, *Friends* is expected to provide event management services, support the use of CTH as a venue for community events, private parties, educational programs, and cultural performances and exhibits. Working within the budgeted expenditures as approved by the Town, *Friends* will take on the following responsibilities:

- Encourage public use of the CTH by announcing events and promoting the use of the facility.
- Actively solicit input from members of the community regarding programming at the CTH and encourage/coordinate the participation of volunteers in programming and facility management activities.
- Understand and abide by the Calais Town Hall Usage Policy and act as the Town's agent with respect to the enforcement of this policy at non-municipal events, promptly reporting any violations that may occur.
- Provide tours of the facility to potential renters, review rental procedures with tenants, and approve rental contracts.
- Collect the renter's key after the event and conduct timely post-event inspections to determine compliance with cleaning requirements. Perform additional cleaning, if deemed necessary, and collect commensurate reimbursement from the renter for that expense.
- Receive cleaning and security deposit checks made payable to the Friends of the Calais Town Hall. The deposit is subject to forfeiture if the tenant has caused damage or failed to leave the building in proper condition.
- Maintain a website or webpage (and social media accounts such as Facebook) to promote the CTH and provide information needed by renters and by the public.
- Pursue grant opportunities that support use of the CTH as a cultural facility.
- Make recommendations to the Town regarding facility improvement needs and assist the Town in developing and maintaining a Town Hall Management Plan.
- Notify the Town of building and grounds maintenance issues.
- Raise funds for the ongoing repair, maintenance, and upgrades of CTH through a combination of rental fees and fund-raising events.
- Maintain an "Events Calendar" and coordinate with the Town Clerk's office to ensure items listed on the "Events Calendar" are included on the Town Calendar.
- Maintain a *Friends* membership database and use it to help raise funds and promote events.

Payment for Services

In exchange for faithfully performing these services, and provided necessary records are kept and reports are received, the Town agrees to pay *Friends* \$500.00 annually. *Friends* is authorized to contract with others to assist in providing these services.

Disbursement of Rental Fees

Friends will give the Town 20% of all facility rental fees generated by non-municipal events occurring at the Hall and managed by *Friends* (see Appendix 1: General Terms and Conditions of Calais Town Hall Rental, section 3. Rental Rates). It is agreed that revenues provided to the Town by *Friends* will be used by the Town to help offset expenses associated with the ongoing repair and maintenance of the CTH. The 80% of the rental fees retained by *Friends* will be used to offset costs associated with the promotion of CTH as a cultural facility, maintain equipment associated with the non-municipal use of CTH, and build capital to aid in the development of the upstairs area as a space for year-round use. Revenues generated from administrative, management, cleaning, and equipment usage, fees collected by the *Friends* are not subject to this disbursement (see Appendix 1: General Terms and Conditions of Calais Town Hall Rental, sections 4. Additional Charges and 5. Equipment Usage Fees).

Scheduling and Cancellations

Non-municipal events coordinated by *Friends* will be scheduled so as not to interfere with regular ongoing municipal activities at CTH. Should previously unscheduled Town related business force the cancellation of an event scheduled by *Friends*, the Town agrees to cover costs incurred by *Friends* due to the forced cancellation.

Records and Reporting

Friends will submit to the Town annual reports of non-municipal activities at the CTH. Financial reports as provided to *Friends* Board of Directors by *Friends* Treasurer will also be made available to the Town.

Friends will also prepare a summary report on non-municipal activities at the CTH for inclusion in the Annual Town Report.

Independent Events Presented by the *Friends* Board of Directors

Friends Board of Directors is permitted to sponsor, organize, and present five events per calendar year at the CTH at no charge to *Friends*. Note that these events are limited to Board sponsored events and not events presented by other members of *Friends*.

Friends shall be solely responsible for handling the expense and proceeds from these events and for compensating any performer(s), artists, operators, independent contractors, and subcontractors acquired for the performance and services of these events.

Independent Contractors Engaged by *Friends* Board of Directors

Independent contractors and subcontractor(s) will be considered self-employed and will have the duty and responsibility of complying with Federal, State, and Internal Revenue Service laws and regulations pertaining to the withholding of taxes and social security. Since these independent contractors will be providing services that are not related to municipal activities, they are not considered employees of the Town and are not covered under the Town's insurance policies or unemployment benefits. *Friends* will hold the Town harmless and indemnify it for any claims therefrom.

Friends Use of Space within CTH

Friends is permitted to utilize space within CTH at no charge-for bimonthly administrative meetings and related functions.

In coordination with the Town Clerk, *Friends* will maintain a space within the storage room next to the stage to serve as a holding area for items related to event productions.

Insurance Coverage Requirements

To cover municipal activities at CTH, the Town will purchase and maintain property insurance to the full and insurable value of the CTH and its contents, in case of a fire, vandalism, malicious mischief, weather-related damage, acts of God, or other instances that may occur. This coverage will include liability insurance.

For non-municipal activities at CTH not otherwise covered by the Town's policy, *Friends* shall carry general liability insurance comparable to the Town's insurance and having all major divisions of coverage. The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$ 50,000
Fire/Legal/Liability.

Friends shall name the Town of Calais and its officers and employees as additional insureds for liability arising out of this Agreement.

When and where appropriate in conjunction with scheduled cultural activities, *Friends* shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

Friends will also ensure that any third party renting the Hall for public, private, or cultural events has secured the necessary permits and insurance where appropriate.

Duration and Termination


This Agreement shall be of one years' duration, effective from date of signature.

The expiration of any agreement period initiates an automatic renewal of the terms of this Agreement, and the terms of this contract remain in place until a new Agreement has been mutually negotiated and executed by both parties of this Agreement. Either party may terminate this Agreement for any reason upon 60 days written notice to the other party.

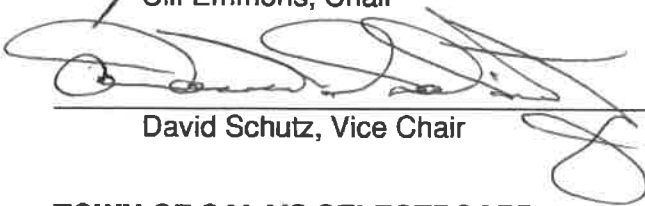
Contract Amendment

The terms of this Agreement can be changed at any time upon mutual agreement of both parties. Terms of the entire Agreement are subject to review by both parties on an annual basis.

FRIENDS OF THE CALAIS TOWN HALL



Clif Emmons, Chair

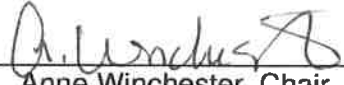


David Schutz, Vice Chair


Date: 9/9/23

Date: 7/12/23

TOWN OF CALAIS SELECTBOARD

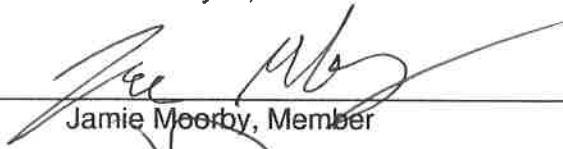


Anne Winchester, Chair




Gabrielle Malina, Vice Chair

Jordan Keyes, Member



Jamie Moorby, Member



Anne R. Toolan, Member

Date: 9/11/23

Date: 9/11/23

Date: _____

Date: 9/11/23

Date: 9/11/23

Appendix 1

General Terms and Conditions of Calais Town Hall Rental

1. Terms of Use

Rental and use of the Calais Town Hall is subject to the terms and conditions outlined in The Calais Town Hall Usage Policy.

2. Scheduling

- Applications to use the Calais Town Hall need to be submitted and approved at least 2 weeks before the date of any event.
- The events coordinator schedules events and performances, reviews Rental Applications and Agreements, manages non-municipal use of the facility, arranges to meet with the renter before the event and after for the post-event inspection, and serves as the primary point of contact on behalf of *Friends* and the Town.

3. Rental Rates

Public Events (Calais Residents)

- \$25.00 per hour (\$50.00 minimum/\$100.00 maximum).

Public Events (Non-Residents)

- \$40.00 per hour (\$80.00 minimum/\$160.00 maximum).

Private Events (Calais Residents)

- \$30.00 per hour (\$60.00 minimum/\$120.00 maximum).

Private Events (Non-Residents)

- \$50.00 per hour (\$100.00 minimum/\$300.00 maximum).

Rehearsal Rentals

Rental fees for rehearsal dates will be calculated at 50% (one half) of the above listed rates.

Kitchen Rental

- Calais Residents: \$50 per day.
- Non-Residents: \$75 per day.
- *Note:* The kitchen may only be used to reheat and serve food or refreshments. It is not a commercial kitchen and is not designed for meal preparation.

Downstairs Commons Area Rental

- Calais Residents: \$50 per day.
- Non-Residents: \$75 per day.

Rent is not charged for municipal use of the Calais Town Hall.

4. Additional Charges

- A one-time booking/administration fee of \$50.00 will be charged. This fee may be waived by *Friends*.
- Post event cleanup is the responsibility of the renter. As an option, *Friends* will offer post-event cleanup services for an additional fee.
- At the discretion of *Friends*, a Site Manager may be required for events. The fee is \$25 per hour for the duration of the event.
- For an additional fee, *Friends* may be able to provide the following services: Garbage removal, a lighting person, a sound person, parking attendants, ticketing, publicity, easels for signage, painter's tape, and other goods or services. Contact the events coordinator for more information.
- A first site visit will be at no charge (up to an hour, scheduled in coordination with *Friends*).
- Additional planning visits or meetings with technical staff or *Friends* are available for \$50.00 per meeting.

5. Equipment Usage Fees

Below is a partial list of equipment owned and maintained by *Friends* that is available for use by third parties for an additional fee. Please contact the events coordinator for more information and pricing.

- Sound and lighting gear.
- Grand piano and other instruments.
- Stage props.

6. Fees, Security Deposits, and Building Access

Before receiving a key from the Friends Events Coordinator:

- Two checks are required (plus cleaning fee if necessary).
- Rental Fee checks must be made out to "The Friends of the Calais Town Hall" and delivered to the events coordinator.
- A cleaning and security deposit check of \$150.00 must be made out to "The Friends of the Calais Town Hall" and delivered to the events coordinator.

Cleaning and security deposit checks will be held by the Friends Treasurer and returned in full (or destroyed) after:

- Proof of a successful Post Event Inspection of the facility.
- Receipt of the completed cleaning checklist and feedback form.

If the post-event inspection indicates any aspect of insufficient cleaning and there is no possibility or willingness for the renter to remedy the situation, the entire deposit will be forfeited.

7. Cancellations and Refunds

In extreme circumstances and at the discretion of the events coordinator and the *Friends* Board, refunds on rental fees and security deposits may be given for cancellations at the rates of 100% prior to 72 hours before the event. If the renter cancels within 72 hours of the event, the deposit is subject to forfeiture. Refunds on additional fees are at the discretion of the *Friends* Board.

8. Force Majeure

The Town and the *Friends* shall be excused for any delay or cancellation of an event due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workers, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of the Town and the *Friends* in the reasonable conduct of business.

Event Coordinator: Clif Emmons
friendsofthecalainhall@gmail.com

Appendix 2

Gospel Hollow Players Productions

In recognition of The Gospel Hollow Players (formerly The Blue Barn Players) as the resident theater group of the Town of Calais and given the group's efforts in promoting and participating in the restoration of the Calais Town Hall as a municipal and cultural center, special considerations are granted to Gospel Hollow Players Productions as noted below.

The Gospel Hollow Players are subject to all fees listed in the General Terms and Conditions of Calais Town Hall Rental except for the following:

- No charge for rehearsal days.
- No deposits required.
- No charge for equipment usage.
- No charge for use of the downstairs commons area as a staging/changing area during productions.
- No Booking/Administration Fee.

To allow for the rehearsal and production of two shows per year, two weeks will be reserved in the spring and two weeks in the fall for Gospel Hollow Players events. Rehearsals and performances will be organized so as not to interfere with regular municipal activities.

"Gospel Hollow Players Productions" are defined as events and shows produced or directed by Chris Colt, Chris Miller, Nancy Toulis, or Artie Toulis.

Addendum A

Use of Calais Town Hall by Quasi-Municipal Groups

The Town of Calais Selectboard or Town Office staff may occasionally receive requests for use of CTH by quasi-municipal groups. These are community groups like parent teacher associations or civic organizations that are associated with the Town but are not among the officials, commissions, or committees elected by residents or appointed by the Selectboard as identified by statute or charter. This agreement does not cede the Selectboard's or Town Office's authority to grant these requests. However, it is recommended that *Friends* be notified should it be determined that the Town's insurance might not cover these activities. See "Insurance Coverage Requirements" above.