



Watts Hall Rental Agreement

A Historic Place to Create Memories That Last a Lifetime!

174 Main Street, Thomaston, Maine 04861
<https://wattshallrentals.org>

Contact: Ms. Donna Culbertson, Thomaston Town Office,
 Phone: 207-354-6107 Email: pcbkr@midcoast.com

Name of Organization or Individual	
Responsible Agent/Individual	
Address	
Telephone/Cell Contact	
E-mail Contact	

If Organization: please indicate profit or non-profit	Commercial/Profit		Non-Profit	
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Facilities Requested:	Auditorium	Auditorium & Stage	Board Meeting Room	Kitchen	
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Please note: rental of the auditorium provides access/utilization of basic sound system.

Will alcohol be allowed/served at this function at no cost to participants?	YES		NO	
Will alcohol be sold at this function?	YES		NO	

Occupancy limits for auditorium not to exceed 299/non-sitting, 205/sitting.	Anticipated Occupancy	
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Please provide a **brief description of the planned event/activity** and **anticipated attendance**:

Requested Dates:	Requested Time for Each Date:
Total Number of Hours Requested for Utilization:	

Watts Hall Rental Fee Schedule/Worksheet:

Utilization:	Fee:	Anticipated Total Hours:	Total:
Brief use non-profit or community event (1 to 4 hrs.)	No Fee	NA	
Private function utilization of second floor (1 to 4 hrs.)	\$ 40/hr		
Private function utilization of second floor full day(s)	\$ 200/day		
Commercial/for-profit utilization - Auditorium	\$ 100/hr.		
Commercial/for-profit utilization - Board Meeting Room	\$ 50/hr.		
Rental/utilization of additional tables & chairs	\$ 50	NA	
Key deposit for private & commercial functions	\$ 100		
Damage and cleaning deposit	\$ 100		
Total Due:			

Checks to be made out to: 'Town of Thomaston,' 174 Main Street, Thomaston, Maine 04861

- **Note:** Key and damage/cleaning deposit may be waived for brief non-profit or community event.

Services to support utilization of **Sound & Lighting** may be arranged via completion of the Watts Hall Community Player's Sound & Lighting Use Contract. The contract form is **Appendix A** of this rental agreement document and should be completed in consultation with Mr. Taylor Stenger: 207-210-7675.

The entire rental fee, inclusive of key & damage/cleaning deposits, must be received (**check or cash**) at least two (2) weeks prior to the first use of the facility, and is not refundable unless the following conditions exist:

- In the event a function must be cancelled due to dangerous driving conditions caused by inclement weather, the Lessee will be refunded the rental fee, or a portion thereof, as per the rental agreement and total terms of use. In lieu of a refund, a function may be rescheduled (availability permitting) and/or the refund amount may be applied to another or extended function.
- If a Lessee provides notification seven (7) business days prior to a function that the function has been postponed or cancelled & keys are returned, a full refund will be provided. Failure to provide notice as stated will result in the forfeiture of fees and deposits.

Watts Hall Regulations Checklist:

1.	Smoking and/or the use of any alternative tobacco products is prohibited
2.	All lights must be turned off when the facility is vacated. Please check dressing room, restrooms, stairwells, front lobby – as well as stage and house lights.
3.	An adult must be on site and responsible at all times to supervise minor children utilizing the facility.
4.	Noise, particularly in the stairwell, should be kept to a minimum. Municipal employees and committees are often conducting business during business days and evenings in the offices on the first floor.
5.	Hay and natural Christmas trees or decorations are prohibited in any area for the facility.
6.	Tacks, staples, or nails may not be utilized to attach banners or other materials to the plaster walls of the facility.
7.	Rented areas, inclusive of the kitchen, should be kept clean and be cleaned after each use. Cleaning supplies and equipment are located in the second floor restrooms.
8.	All trash must be removed from the property
9.	During the heating season, the thermostat should be returned to sixty (60) degrees Fahrenheit when vacating the facility.
10.	Rented tables & chairs must be returned to storage area below the stage.

	11. All windows and doors must be properly closed when vacating the facility.
	12. The lobby areas of the first and second floor and the second-floor fire escape must be kept clear at all times.
	13. The balcony may not be used or accessed at any time.
	14. Enhanced sound and lighting equipment utilization must be as per contractual arrangement with the Watts Hall Community Players – see Appendix A of this rental agreement document.
	15. Firearms are prohibited.
	16. Open flame (inclusive of candles) or pyrotechnic devices are prohibited.

Please note that failure to comply with these regulations will result in applicable forfeiture of deposits.

Additional Terms & Conditions:

Lessee – Rental individual and/or organization representative/Tenant **Lessor** - Town of Thomaston

The Lessee may be required to indemnify and hold the Lessor harmless from and against any and all damages, claims, lawsuits, judgements, and costs, including reasonable attorney’s fees, the Lessor may become liable to pay or defend as the result of the negligent acts or omissions or intentional misconduct of Lessee – its employees or agents, arising out of or in connection with the Lessee’s use of the facilities pursuant to this Agreement.

If applicable, the Lessee shall provide the Lessor with a Certificate of Insurance for liability in the amount of \$1,000,000.00 for the day(s) of the event and naming the Town of Thomaston as additional insured. Please see information regarding the Maine Municipal Association **TULIP Program** below.

Tenant Users Liability Insurance Program-Tulip Program

The TULIP Program provides low cost General Liability insurance for outside entities and groups who wish to use municipal properties or facilities owned by Members of the Maine Municipal Association Risk Management Services Property and Casualty Pool. The program protects both the Tenant User and the municipality itself against claims by "third parties" who may be injured or have property damage as a result of the activities of the Tenant User. Additional information regarding the TULIP Program may be obtained at the Thomaston Town Office.

If alcohol is being sold, the Lessee must utilize a qualified caterer whose responsibility it is to obtain an off-premise liquor license issued by the State of Maine and carry \$1,000,000.00 liability insurance covering the serving of liquor and naming the Town of Thomaston as additional insured. A copy of the Certificate of Liability Insurance (as issued by the insurance company/agent) must be provided to the Lessor. The attending caterer is advised to have completed the application process two weeks in advance of planned facility use.

All personal property placed or utilized within the facility during the rental term by the Lessee shall be the sole responsibility of the Lessee. The Lessor shall not be liable for any damage or loss that may be caused to such property. Any personal property left in the facility which is not claimed by the owner within ten days shall be considered abandoned property in accordance with Maine law.

The Lessee shall not have the right to sublet or assign this agreement.

If physical damage is caused to the facility by the Lessee or any of the event performers, guests, or patrons, the Lessee agrees to pay all costs for applicable cleaning and repairs. In the event that the cost of damage reparations exceeds the damage/security deposit of record, the Lessee agrees to pay any additional costs for completed restoration. This provision is also applicable to the Watts Hall Community Player’s Sound & Lighting Use Contract (Appendix A) if a contract is in force.

Authorized signatory Town of Thomaston (Lessor)

Date

Authorized signatory Lessee

Date

With this signature I acknowledge that I have read and accept all terms and conditions of this rental agreement.

Appendix A

Watts Hall Community Player's Sound & Lighting Use Contract

Note: Rental of the auditorium provides access/utilization of the Watts Hall sound system. If needed, arrangements should be made with Ms. Donna Culbertson when the rental agreement is completed.

Enhanced services to support utilization of Sound & Lighting may be arranged via completion of the Watts Hall Community Player's (WHCP) Sound & Lighting Use Contract. Fees and scheduling of requested services should be completed in consultation with Mr. Taylor Stenger via email: taylor.e.stenger@gmail.com

Watts Hall Community Players Sound Overview/Service Schedule:

Tier	Characterization of service:	Cost per/hr.	Confirmed service request & estimated cost:
Tier 1	Provide an orientation and assist with set up and breakdown of equipment at the beginning and conclusion of the rental.	\$ 20	
Tier 2	Provide set up and breakdown of equipment and run sound for a single event – not to exceed eight hours.	\$ 20	
Tier 3	Provide set up and breakdown of equipment and run sound for multiple events – not to exceed six to eight hours per event.	\$ 20	

Watts Hall Community Players Lighting Overview/Service Schedule:

Tier	Characterization of service:	Cost per/hr.	Confirmed service request & estimated cost:
Tier 1	Provide an orientation for turning on/off general wash. No lighting adjustments permitted.	\$ 20	
Tier 2	Provide lighting orientation and assist with lighting adjustments. Separate deposit required if running lights independently by a Watts Hall Community Players approved operator.	\$ 20	
Tier 3	Provide lighting orientation, assist with lighting adjustments, and Watts Hall Community Players will provide a lighting board operator for a single event – not to exceed eight hours.	\$ 20	
Tier 4	Provide lighting orientation, assist with lighting adjustments, and Watts Hall Community Players will provide a lighting board operator for multiple events – not to exceed six to eight hours per event.	\$ 20	

Important: Only WHCP designated individuals are allowed in the balcony for use/adjustments of lighting & sound.

Total of confirmed service request and estimated coast: _____

Required **\$ 150 .00** damage/loss deposit (Tier 1 Sound, Tier I Lighting, & Tier 2 Lighting): _____

Total Due: _____

Checks to be made payable to Watts Hall Community Players:

Authorized signatory Watts Hall Community Players Date

Authorized signatory Lessee Date

With this signature I acknowledge that I have read and accept all terms and conditions of this rental contract.