

Hilltop Montessori School Facilities Use Agreement

99 Stafford Farm Hill
Brattleboro, Vermont 05301
802.257.0500
Fax 254.2671
www.hilltopmontessori.org



Individual or Organizational Name: _____

Contact Person: _____ Contact Phone: _____

Address: _____

Contact Email: _____

Event Name: _____ Date(s): _____

Facilities to be rented: _____

Special Arrangements (e.g., liquor license): _____

Total Rental Fees: \$ _____ Deposit: \$ _____

The applicable deposit is required at signing of the contract. Any damages will be deducted from deposit. If damages exceed deposit, expenses will be charged. An administrative fee may be deducted from the deposit in the event of cancellation. See Facilities Use Guidelines.

Appropriate certificate(s) of insurance must be on file thirty (30) days prior to use of the facilities, or at signing of the contract if less than 30 days. See Facilities Use Guidelines.

I, on behalf of _____ (“renter”), have read Hilltop Montessori School’s Facilities Use Guidelines and Facilities Use Guidelines – Political Activities. I understand and agree that renter will abide by the provisions of the Facilities Use Guidelines and, if applicable, Facilities Use Guidelines – Political Activities, which are both hereby referenced and incorporated, in their entirety, as part of this agreement. I further understand and agree that renter will indemnify, hold harmless and defend Hilltop Montessori School in accordance with the Indemnification and Defense provisions of the Facilities Use Guidelines and pay all fees and charges immediately as they come due. I represent and warrant that I have full authority to enter into this agreement on behalf of renter.

Signature of Renter(s) / Renter Representative

Date

Print Renter(s) / Renter Representative Name & Title

Signature of Hilltop Montessori Head of School

Date

In case of an emergency:
Hilltop Montessori Contact: _____

Phone Number: _____

For Office Use: Deposit Received _____ Proof(s) of Insurance _____ Liquor License _____ Final Payment _____ Deposit Returned _____

Hilltop Montessori School Facilities Rental Fees

Event Package: 4 Hours

Room	Capacity	Rental Fee / Deposit
Elementary School - Kitchen	10	\$50
Middle School	75	\$300 / \$250
Middle School Kitchen	10	\$50
Arts Barn - Gymnasium	300 or *200	\$500 / \$250
Arts Barn - Theater	100 or *75	\$500 / \$250
Arts Barn - Gym & Theater	400 or *275	\$750 / \$250
Arts Barn – Kitchen & dish sets	100	\$100

**With tables and chairs*

Performance Package: 5 -8 Hours*

Room	Capacity	Rental Fee / Deposit
Arts Barn - Gymnasium	250	\$500 / \$250
Arts Barn - Theater	100	\$500 / \$250
Arts Barn - Gym & Theater	350	\$750 / \$250
Grounds	300	\$250

**See details below regarding sound and lighting*

Performance Package: Multiple Days*

Room	Capacity	Rental Fee / Deposit
Arts Barn – Gymnasium & Theater	350	\$2000 (2 days) / \$250; \$2750 (3 days) / \$250

**See details below regarding sound and lighting*

Wedding Package: 8 -12 Hours*

Room	Capacity	Rental Fee / Deposit
Arts Barn - Gymnasium, 2 Kitchens, Grounds, and extra room (to be specified)	100-200 (see below)	\$1250 / \$250

** See details below*

Times include the time needed for setup and clean up. Set up the day prior to the event may be accommodated, subject to room availability and an extra fee equal to 50% of the otherwise applicable facilities rental fee. All rental fees, including prior set up fees, are due no later than thirty (30) days prior to the date of the event, or upon signing of contract if less than 30 days.

*Sound and special lighting are arranged for and paid for separately, based on availability of our sound technician. Hilltop Montessori School equipment may only be used with a pre-approved trained technician on site.

Weddings are charged a flat fee, which includes use of the gymnasium, Middle School and Arts Barn kitchens, and grounds. This includes capacity of 200 people for a simple finger-food reception and 100 people for a sit-down meal. Hilltop can provide dishes, flatware and chairs for up to 75 guests. Tables, additional chairs, tents, etc. must be rented separately from an outside vendor.

Memorial Services are charged a flat fee of \$250 (plus a \$250 deposit), which includes use of the gymnasium, Arts Barn kitchen, and grounds.

Hilltop Montessori School offers a 25% discount for non-profit organizations.

Hilltop Montessori School FACILITIES USE GUIDELINES

School Mission

Hilltop Montessori School's ("Hilltop Montessori" or the "school") mission is for students to attain responsible independence.

- Students will come to an awareness of their unique task in and responsibility to the care of self, community, and the Earth.
- Students will come to realize the fullness of their intrinsic academic and creative potential.
- Students will come to maturity and integrity according to their individual rhythm, pace, and style.

Any conduct by users of school facilities that is detrimental to the mission and purpose of Hilltop Montessori, such as, but not limited to, profane language or fighting, is prohibited.

Non-Discrimination

Diversity is a core value of the Hilltop Montessori. We strive to embrace and celebrate our diversity in order to fulfill our mission, affirm the principles of Montessori education and to maintain a responsible role in our community and the larger world. At Hilltop Montessori, we aspire to create an environment where all members of our community can feel respected, honored, protected, and free to bring their whole selves into the school to grow and learn. We strive to encourage and foster respect for each other. We endeavor to honor the qualities that make us similar to and different from those around us.

In accordance with this core value, Hilltop Montessori does not discriminate on the basis of race, color, religion, sex, gender identity, military or veteran status, place of birth, ancestry, national origin, sexual orientation, qualifying disability or any other legally protected characteristic.

Use of school facilities by any individual who, or group or organization that, espouses views in contradiction with Hilltop Montessori's non-discrimination policy is prohibited.

No Endorsement or Sponsorship

Use of school facilities does not imply endorsement or sponsorship of the event or individual, group or organization by Hilltop Montessori. Accordingly, any advertising or other communications publicizing the event must be designed such that no suggestion of such endorsement or sponsorship may be implied. All publicity and public mention of Hilltop Montessori must be approved in advance of use by the Head of School, who shall require use of the following (or substantially similar) language:

"This event is sponsored by _____. The use of Hilltop Montessori School facilities for this event does not constitute an endorsement of the event or its sponsor(s) by the school."

No renter may use the seal of the school on letters, fliers, posters or other advertising or solicitations in relation to the event. This includes a prohibition on use of school letterhead, envelopes, email accounts, telephone lines and voicemail systems for communications related to the event. Renter may use the name of the school solely for purposes of providing the location of the event.

Approved Reservation Required

All prospective renters must complete the Facilities Use Agreement (the "contract"). Hilltop Montessori reserves the right to apply or formulate reasonable specifications and requirements as

to the time, place, manner and conditions for such use. Hilltop Montessori further reserves the right to decline any request for the use of its facilities at its own discretion and without explanation. No school facilities are considered reserved until (1) Hilltop Montessori has received the applicable deposit(s) and Facilities Use Agreement; and (2) the Head of School approves and countersigns the contract.

Renter must attend a facility orientation prior to use.

Certificates of Insurance

Hilltop Montessori requires renter to carry liability and, to the extent required by law, worker's compensation insurance. Renter's liability policy shall provide coverage in the following minimum amounts: Bodily Injury \$100,000 each person; Property Damage \$1,000,000 each occurrence. Renter also shall have Hilltop Montessori named as an additional insured for purposes of liability coverage.

Renter must produce evidence of adequate insurance coverage, including a certificate of insurance reflecting Hilltop Montessori School, Inc.'s status as an "additional named insured" under the applicable policy of liability insurance, at least thirty (30) days in advance of the event, or at the time of contract signing if less than 30 days. A copy of the certificate should be forwarded to Hilltop Montessori School, Attention: Business Manager, 99 Stafford Farm Hill, Brattleboro, VT 05301. Should a change occur affecting the required insurance coverage, Hilltop Montessori requires that the renter provide thirty (30) days advance Notice of Cancellation of the certificate.

If liquor is to be consumed or served at the event, the renter must additionally provide a certificate of insurance reflecting LIQUOR LIABILITY coverage in an amount of no less than \$1,000,000 from a licensed bartender. The certificate and any Notice of Cancellation must be provided within the same time frame as certificate reflecting Hilltop Montessori's status as an additional insured.

Failure to provide the required evidence of insurance coverage within the established deadline is grounds for immediate cancellation of the reservation and contract. In the event of such cancellation, the deposit, less a \$50 administrative fee, and any other rental payments will be refunded to renter.

Room Assignment

Renter agrees to only occupy rooms specified in the Facilities Use Agreement and will not occupy those rooms before or after the times designated in the contract.

Use of Common Areas

Common (non-exclusive) areas including hallways, parking lots, bathrooms shall be available for use by renter. Renter understands that there may be other activities going on simultaneously at school. Utilities shall be provided.

Use of Kitchens

Use of the Elementary, Middle School or Arts Barn kitchens must be reserved; the kitchens are not common areas.

If use of a kitchen is included in the contract, renter may use items in the kitchen, including cups, glasses, dishes, pots, pans and utensils, with prior approval of the office staff as noted in the contract at the time of reservation. Use of any such items requires that they be cleaned and returned to where they were found.

Supplies/Equipment

Use of school telephones, computers, copy equipment and other office supplies is prohibited.

Building Access

An authorized Hilltop Montessori representative will open and close the building, unless other arrangements are made in writing between the school and renter.

Right of Control

Hilltop Montessori does not relinquish control over its facilities during the use by the renter. The school reserves the right to inspect and control or terminate all events being held on its premises. It further reserves the right to take all such steps the school believes necessary to protect its facilities from damage as a result of the event or an actual or anticipated breach or violation of the Facilities Use Agreement, including these guidelines.

Notwithstanding the above, the renter assumes full responsibility for the safety, security and supervision of the rented facilities, and all activities occurring on or in those facilities, during their use.

Assignment of School Staff to Event

Hilltop Montessori reserves the right to provide a representative to oversee the use of its facilities and protect school interests during part of or the entire period of use by the renter. The representative shall have all decision making power as required to protect Hilltop Montessori interests, including, but not limited to, termination of the event. Renter will remunerate Hilltop Montessori's representative at a rate of \$20/hour.

Conduct of Renter

Renter agrees to conduct his, her or its activities at Hilltop Montessori in a safe, sound and respectful manner, mindful of others who may also be using the building or grounds.

Decorations

All decorations must meet local fire department regulations and codes. Renter may not mar or otherwise damage walls, curtains, woodwork, blinds, etc. Use of nails, screws or tacks is prohibited. All decorations and attachments must be removed completely immediately after the event.

Care and Maintenance of Facilities

Renter may not adjust, reset or tamper with any thermostat control, nor dramatically rearrange furniture or other items without the prior consent of Hilltop Montessori.

Renter will leave all school facilities, including the parking areas and restrooms, as clean, orderly, and in good repair as they were found. Renter is responsible for vacuuming, sweeping and mopping floors; cleaning counters; washing, drying and putting away all dishes used; removing all trash to the parking lot dumpster(s); returning furniture and equipment to its original location; and completing checkout procedures, including building inspection.

If Hilltop Montessori, in its sole discretion, determines that renter has failed to fully comply with these guidelines such that custodial work is required, an additional custodial fee will be assessed.

If renter finds something broken or amiss, they are to call the school contact person designated in the contract to respond to emergencies before the activity begins.

Drugs, Tobacco & Alcohol

Use or possession of controlled substances is prohibited within the confines of school facilities, which include buildings, premises and all other property belonging to or in the care or custody of Hilltop Montessori.

Hilltop Montessori is a smoke free campus. There is absolutely no smoking anywhere on the premises

Use of alcohol in conjunction with events is permitted only by a vendor with a valid liquor license and must be expressly approved by Hilltop Montessori as part of the Facilities Use Agreement. If approved, the renter must provide proof of a valid liquor license at least thirty (30) days prior to the

event date – or at another time prior to the event date as expressly approved by the school in writing.

Reporting Accidents/Incidents

All accidents/incidents, including the nature of the accident/incident and names and addresses of those involved, must be reported in writing to the school office no later than the second business day following the event. In addition, the school's designated emergency contact should be called immediately in the event that police, fire, ambulance or other emergency services are called to the property by renter or his, her or its guests.

Lost and Found

The school office maintains a Lost and Found box but is not responsible for items renters leave behind. Please send inquiries about lost items to frontdesk@hilltopmontessori.org. Items left for more than 30 days will be donated or discarded.

Hilltop Montessori assumes no responsibility for loss of valuables or personal property. Renter assumes all responsibility for security and safety during use of school facilities.

No Warranty

Hilltop Montessori does not warrant or represent that the facilities are safe or suitable for the purposes for which it is used by renter. Renter acknowledges that Hilltop Montessori is providing the facilities on an "as is" basis. Neither the Facilities Use Agreement, nor any other guidelines or agreement shall operate or be construed to create the relationship of landlord and tenant between Hilltop Montessori and renter, unless set forth expressly in writing and signed by the Head of School and an authorized representative of the Board of Directors.

Indemnification and Defense

Renter shall not claim any damages from Hilltop Montessori in connection with or on account of any injuries or damages to any person, property or thing arising in connection with the use of school facilities by the renter in any way. Renter further agrees to indemnify, hold harmless and defend Hilltop Montessori and its past and present officers, directors, employees, agents, members, representatives, insurers, successors, and assigns against any and all manner of actions, causes of action, suits, debts, sums of money, accounts, controversies, agreements, promises, damages, judgments, claims and demands of whatever kind, nature or description, legal, equitable or statutory, whether based upon federal, state or local laws, statutes, ordinances, regulations or rules, arising out of, or relating in any way to the use of school facilities by the renter, whether or not caused, or alleged to be caused, in whole or in part, by Hilltop Montessori, its officers, directors, employees, agents, members, or representatives.

Default and Damages

Renter agrees to reimburse Hilltop Montessori for any damages caused to school facilities, including, but not limited to, buildings, fixtures or furniture, resulting from renter's use of the space. Renter further agrees to replace or reimburse the school for any other items (including food) consumed or destroyed by the renter or its invitees. Renter's obligation to reimburse is not limited to the amount of any deposit provided by renter, which may be immediately drawn upon by the school to cover any damages.

In the event the school must retain legal counsel in relation to the breach of any term(s) of this agreement, including, but not limited to, to collect unpaid rent or fees, renter agrees to reimburse Hilltop Montessori for all legal costs and fees, including attorney fees.

Cancellation by Renter

With respect to reservations of Elementary or Middle School facilities, renter may receive a return of deposit, less a \$50 administration fee, if cancellation is made 5 business days or more in advance

of the scheduled event. Full payment of the rental cost is required if cancellation is made within less than 48 hours of the scheduled event.

With respect to reservations of Arts Barn facilities, including the Gymnasium, Theater and kitchen, renter may receive a return of deposit, less a \$50 administration fee, if cancellation is made three weeks or more in advance of the scheduled event. Full payment is required if cancellation is made less than two weeks from the scheduled event.

Cancellation by Hilltop Montessori

If Hilltop Montessori cancels the event due to weather or government declared states of emergency, the down payment and any other payments made will not be returned to the renter, but the renter may reschedule the event for another time within the next 12 months (based on availability and school use requirements) at no additional charge. Hilltop Montessori follows the Windham Southeast Supervisory Union closure schedule as well as the advice and warnings of other state and local authorities.

If the school cancels the event for any unforeseen reason other than a weather condition or actual or anticipated breach of contract by the renter, the renter is entitled to a full refund of the down payment and any other payments made. The renter may alternately reschedule the event for another time within 12 months (based on availability and school use requirements).

No Assignment of Contract

Renter may not assign any right to, interest in or use of the facilities to another party without express written and signed prior consent of Hilltop Montessori. Any such assignee must independently and separately agree to and comply with the Facilities Use Agreement, including, but not limited to, the provision of adequate proof of insurance.

Binding Effect of Agreement

The Facilities Use Agreement, including, but not limited to, these guidelines generally and the Indemnification and Defense provision in particular, is binding on renter and all of his, her or its past and present affiliated companies, officers, directors, employees, agents, shareholders, members, representatives, attorneys, insurers, successors, and assigns, jointly and severally.

Assignment

Renter may not assign any right to, interest in or use of the facilities to another without express written and signed prior consent of Hilltop Montessori. Any such assignee must independently and separately agree to and comply with the Facilities Use Agreement, including, but not limited to, the provision of adequate proof of insurance.

Severability

If any one or more of the provisions of the Facilities Use Agreement, including these guidelines, are determined to be invalid, illegal, or unenforceable in any respect and for any reason, the validity, legality, and enforceability of the remaining provisions shall not be impaired in any way.

Governing Law

The Facilities Use Agreement, including these guidelines, shall be interpreted and governed by the laws of the State of Vermont.

Forum for Disputes

Any dispute arising under or in connection with the Facilities Use Agreement shall be brought in a court of appropriate jurisdiction in the State of Vermont.

Entire Agreement

The Facilities Use Agreement, including the Facilities Use Guidelines and Facilities Use Guidelines – Political Activities, contains the entire agreement between renter and Hilltop Montessori and supersedes all previous writings or oral negotiations, commitments and understandings.

Hilltop Montessori School FACILITIES USE GUIDELINES – POLITICAL ACTIVITIES

Policy

Hilltop Montessori's status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code prohibits it from participating or intervening in any political campaign on behalf of (or in opposition to) any candidate for public office. Accordingly, it is the policy of Hilltop Montessori not to participate in, directly or indirectly, or to intervene in (including by means of publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding these limitations, Hilltop Montessori recognizes that participation in the political process is an important cornerstone of civil society – and, in fact, may contain an educational component. Thus, individuals, groups and organizations not otherwise affiliated with Hilltop Montessori may be granted permission to use school facilities for political activities. Such use, however, must comply with these Facilities Use Guidelines – Political Activities, in addition and supplemental to the school's general Facilities Use Guidelines.

Use of school facilities does not imply or constitute endorsement or sponsorship of the event; sponsoring individual, group or organization; or a given candidate or organization for public office by Hilltop Montessori.

No Raising of Funds

School facilities may not be used for any event, the purpose of which is, in whole or part, to raise funds through admissions, fees, contributions, donations, or sale of materials or services to benefit a political party, campaign or candidate.

Advertising

Any advertising or other communications publicizing the event must be designed such that no suggestion of such endorsement or sponsorship may be implied. All publicity and public mention of Hilltop Montessori must be approved in advance of use by the Head of School and shall require use of the following (or substantially similar) disclaimer:

“This event is sponsored by _____. The use of Hilltop Montessori School facilities for this event does not constitute an endorsement by Hilltop Montessori. Hilltop Montessori does not endorse or oppose any candidate or organization in connection with this or any other political campaign or election.”

The foregoing disclaimer may be used in place of the disclaimer set forth in the general Facilities Use Guidelines.

Event announcements must not contain explicit or implicit endorsements or opposition of a candidate for public office.

No renter may use the seal of the school on letters, fliers, posters or other advertising or solicitations in relation to the event. This includes a prohibition on use of school letterhead, envelopes, email accounts, telephone lines and voicemail systems for communications related to the event. The school name may be used solely to indicate the location of the event.

The sponsoring individual, group or organization must be clearly identified on all material advertising the event.

Introduction of Event

At the beginning of the event, the sponsoring individual, group or organization shall deliver the following or a substantially similar disclaimer previously approved by the Head of School:

“This event is sponsored by _____. The use of school facilities for this event does not constitute an endorsement by the Hilltop Montessori. The views expressed here are the views of the speakers and not of Hilltop Montessori. Hilltop Montessori does not endorse or oppose any candidate or organization in connection with this or any other political campaign or election.”

Speakers

The sponsoring individual, group or organization is responsible for communicating these guidelines to any moderator(s), speaker(s) or other presenter(s) at the event, including the political candidate(s) if applicable, to ensure awareness of and compliance with Hilltop Montessori’s policy regarding use of school facilities for political activities.

Any moderator, speaker or other presenter who is unwilling or unable to comply with Hilltop Montessori’s guidelines and policy concerning use of school facilities for political activities shall be prohibited from participating in the event.

Guidelines Supplemental to General Guidelines

These Facilities Use Guidelines – Political Activities are in addition and supplemental to the school’s general Facilities Use Guidelines. They do not substitute or displace the general Facilities Use Guidelines except as expressly provided.