

Westerly Armory Restoration, Inc.
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Policy and Use of the Westerly Armory

Westerly Armory Restoration, Inc. (WAR, Inc.) adopts the following policy and regulations pertaining to the use of the facilities at the Westerly Armory:

I. **PURPOSE**

Westerly Armory Restoration, Inc. (WAR) encourages civil and enjoyable community use of the Westerly Armory's facilities. Efforts will be made by WAR, Inc. to minimize the charges to community groups using the facilities and at the same time maintain a balance between receipts and expenditures for the use of these facilities.

This policy contains the resolutions of the WAR Board of Directors, in conjunction with the Building Operations Manager, which set forth the regulations governing the use of the facilities, as well as fee structures, where applicable. It also establishes responsibilities of groups using the facilities.

II. **POLICY**

A. Resolved, that Westerly Armory Restoration, Inc. encourages civil community use of facilities.

B. Be it further resolved, that all groups using the facilities will conduct activities that are:

1. orderly and lawful
2. not of a nature to incite others to disorder,
3. not restrictive by reason of race, creed, sex, national origin, color, religion, or disability, &
4. not destructive in any way to the historic Westerly Armory.

Agreement: The approved applicant shall, prior to use of the facility, agree to the following provisions:

1. that WAR, Inc. reserves the right to require and charge for police and fire supervision for any event held at the Armory,
2. that WAR, Inc. reserves the right to hire and charge for supervision or custodial services as determined by the Building Operations Manager, &
3. that WAR, Inc. reserves the right to make additional charges for: Saturdays, Sundays, and holidays; & damages not covered by the renter's insurance.

Payment and Refunds: A reservation fee of \$100.00 shall be made at least 30 days prior to the event and will be credited to the rental fee for the event. This and all other collected fees will be refunded if a cancellation in writing is received by WAR, Inc. on or before the 30th day prior to the event providing no Armory expenses have occurred on behalf of the renting party. After the 30th day prior to the event, all fees are non-refundable. **Fees are listed on an attached sheet.**

Firefighter(s) and/or Police Officer(s): If necessary, firefighter(s) and/or police officer(s) will be hired for the renter's event by WAR, Inc. and the cost charged to the renter.

Insurance: A certificate of insurance is required at least 14 days in advance of the event..

Other: (additional supervision/custodial service, special services): Fees for normal, special, and additional services are determined by the Building Operations Manager.

Filing the Application: The rental application is to be filed at least 30 days in advance of the requested rental date, and it shall be up to the discretion of the manager and/or WAR, Inc. as to whether or not the application will be approved. If approved, all fees are to be paid at least 14 days in advance. Refund of rental fees and damage deposit are refundable up to 10 days prior to the event. No date will be held without a reservation fee and contract signed.

Initials _____

PROCEDURES

- A. Application:** The Building Operations Manager is authorized to receive and consider applications for the use of Armory facilities. The Building Operations Manager shall have the authority to make assignments for the use of the Armory facilities. All events must be deemed appropriate for the historic Armory. All may be subject to the approval of the Board.
- B. Liability:** Any organization or group using Armory facilities will be financially liable for any damage or theft that may result from the use of said facilities whether such damage or theft is done by individuals or members of the group, spectators, or visitors. The renting group/individual agrees to comply with all rules, orders, regulations, and requirements as may be required by any Federal, State, or Local Municipal Authority as the same may pertain to the use of the Westerly Armory.
- C. Your Care of the Armory:** *The renter understands that he/she must inform members of their group that the Armory is an historic building and no tape, tacks, nails, staples or other such will be stuck to walls, doors, or woodwork of the Armory or its furnishings such as tables. All decorations will be of non-flammable material and will not hinder entrance or egress, sprinkler, or fire-alarm systems. No holes shall be made in any part of the Armory or its furnishings. Equipment and furniture must not be dragged across the floor. Sound levels must be in compliance with local regulations and in keeping with the residential nature of the neighborhood. All decorations must be approved by the manager, supervisor, or WAR Board member. It is understood that no smoking will take place within the Westerly Armory building. Butts receptacles are placed outside the main doors. **A fee will be charged for lack of compliance for any of the above.***
- D. Site Visit:** A site visit is required prior to the event and can be arranged by calling the Building Operations Manager at (401) 596-8554. Applications must be submitted, in writing, to the Building Operations Manager at least thirty (30) days prior to the effective date of the event. Under special circumstances, other arrangements can be made with the Building Operations Manager and the Board of WAR, Inc. NOTE: The Museum/Office is **NOT** a part of any rental and shall not be used for any part of the event (i.e., storage, dressing).
- E. Licenses:** The procurement of appropriate licenses (including but not limited to licenses for the serving of alcoholic beverages and events open to the general public) from the Town of Westerly, as required, to sponsor and conduct specific types of programs, events, or activities is the sole responsibility of the requesting group or individual. Approval of requests for facility use to conduct these types of programs, activities, or events will be contingent upon receipt by the Building Operations Manager no later than twenty (20) days prior to the event of copies of the appropriate licenses to operate. Westerly Armory Restoration, Inc. is relieved of all liabilities and responsibility in the event a requesting agency is found to be in non-compliance with the Town licensing regulations.
- F. Insurance:** Any commercial group using Armory facilities must provide a certificate of insurance (the form should be a comprehensive form with broad form coverage endorsement) naming Westerly Armory Restoration, Inc. as an additional insured to cover any and all loss or damage to personal property, property of others, or bodily injury. Any private party shall provide a copy of their current private insurance policy (such as homeowner's) showing coverage and expiration date. The renting group/party assumes complete responsibility for any accidents or personal injuries which occur while the Westerly Armory is being used for the purposed authorized by WAR, Inc. The certificate of insurance is to be forwarded to the Building Operations Manager at least 20 days prior to the date of rental and is required in the following amounts:

<u>Private</u>		<u>Commercial</u>
	General Aggregate	\$1,000,000
	Products/Completed Operations Aggregate	\$1,000,000
\$ 300,000	Personal and/or Advertising Limit	\$ 500,000
	Each Occurrence	\$ 500,000
	Fire Legal Liability	\$ 50,000
	Medical Payments	\$ 5,000

Initials _____

G. Damage Deposit: The renting group/individual shall forward to WAR, Inc. at least 14 days in advance of the rental date (unless other arrangements are made with the Building Operations Manager) a **check made payable to WAR, Inc.** covering all fees including the damage deposit established by WAR, Inc. WAR, Inc. agrees to return said damage deposit within 15 days of the use of the premises by said renting group/individual, provided 1) all fees have been paid, 2) all items and materials used by the renting group have been removed *in a timely manner*, and 3) the Armory premises are left in a clean and orderly condition, reasonable wear and tear excepted (as determined by WAR, Inc.). A fee per day will be charged, at the discretion of the manager, for large or multiple items not removed at the end of the event.

In the event the renting group/individual does not comply with these regulations and agreements, then WAR, Inc. shall give said organization written notice within 5 days. In the event the renting group/individual does not correct said condition within 5 days of said notice, then WAR, Inc. shall have the authority to have said condition corrected and deduct the cost of same from the damage deposit. In the event the cost of correcting said condition exceeds the amount of the damage deposit, then said renting group/individual agrees to reimburse WAR, Inc. a fee as well as any additional costs incurred in correcting this condition or paying such fees

H. Set-Up & Take-Down: It is understood that the parties renting the Armory will set up their own design of furniture and decorations (with respect to the paragraph above) and take down the decorations and clean up the Armory (drill shed, kitchen, hallways) and leave them clean and in good condition for the next renter. Removal & return of many items from drill hall is an additional fee. *Moving displays and book cases in the first & second floor hallways is prohibited.* For an additional fee, take-down and clean-up will be done for you.

I. Exceeding the Prescribed Hours: The hours submitted for set-up, event time, and clean-up time will be respected. An extra charge per hour will be made if the set-up for or the event and its clean-up/take-down exceeds the hours listed on the application form.

J. Cancellation: WAR, Inc. reserves the right to cancel permission for the use of the Armory at any time prior to the event for failure to carry out the above requirements or because of any catastrophe, disaster, or military emergency. Westerly Armory Restoration, Inc. and/or the Building Operations Manager reserves the right to refuse or cancel any application for use of the Armory facilities.

K. Liquor: No intoxicants will be sold or consumed without 1) special permission of the WAR Board, 2) a liquor license from the Town of Westerly, and 3) separate additional insurance coverage provided by the renter.

L. Disputes: In the event there is a dispute as to any aspect of this rental agreement, the parties hereto agree that this contract is made in the State of Rhode Island and shall be interpreted under applicable Rhode Island law.

M. Signatures: All sheets in one copy of this rental package are to be either signed or initialed (as indicated on each separate sheet) and returned to the Building Operations Manager.

N. Notification of Rental Approval: After review and approval of the rental application, the Operations Manager will notify the renting individual or group of approval and distribute a reminder list of rules for Armory use and a schedule outlining all charges.

EFFECTIVE: 8 June 2017

I, as representative of the renting party, have read and understand the above policy and regulations pertaining to the use of the Westerly Armory.

Print name: _____

Signature: _____ Date: _____