# Town of West Newbury Policy on Rental of Town Facilities

#### **Policy Statement**

Subject to availability, consistent with the needs of the Town and request of the public, and at the discretion of the Town Manager, the following facilities are available for use/rental to non-profit and commercial groups or individuals for meetings or programs of an educational, informational or cultural nature, or other events as approved by the Town Manager.

1910 Building Second Floor Hearing Room

1910 Building Second Floor Small Meeting Room

Annex

Town Hall (across from the library)

Bandstand

Mill Pond Recreation Building – with approval from the Mill Pond Committee

Pipestave Equestrian Area – with approval from Mill Pond Committee

Pipestave Athletic Playing Fields – with approval from Parks and Rec Commissioners

### **Policy Description**

#### I. Reservations

Reservations may be made in person or by mail/email. Please contact the Residents Administrator at 978-363-1100 x130 to determine availability of the facility. An authorized representative of the group or organization must complete a request for use of facility form outlining all event details. The fee schedule and forms are available in the Town Manager's Office or online at <a href="www.wnewbury.org/town-manager">www.wnewbury.org/town-manager</a>. The individual signing the form will be responsible for the conduct of the group and the protection of the town property.

The use of any of the above-mentioned facilities for municipal purposes will take precedence over all other reservations. If the Town cancels a reservation, every effort will be made to provide as much advance notice as possible. A refund will be issued if a fee has been paid in advance.

#### II. <u>Insurance</u>

The organization's representative or the individual requesting the space will be required to sign an indemnification agreement with the Town of West Newbury for a scheduled event. A general liability policy (\$1,000,000 per occurrence/\$2,000,000 aggregate) is required as part of the rental agreement, and a certificate of insurance naming the Town as an additional insured must be provided as proof of said policy. (For town resident or staff events, at the discretion of the Town Manager, insurance requirement may be waived upon advance approval by the Board of Selectmen.)

If alcohol is being served, subject to a separate approval by the Board of Selectmen of a one-day liquor license, a Liquor Liability Policy must be provided (\$1,000,000) in addition to the general liability policy.

## **TERMS AND CONDITIONS OF USE:**

- 1. Must leave the facility as you found it, place tables and chairs in the storage area and remove all trash and recycling. The town does not have a custodian on staff and other events may be scheduled to use the facility after you. Please contact Dispatch at 978-363-1213, if the town offices are closed, with any problems.
- 2. No open flames, i.e. candles, torches, etc. (Chafing trays with sternos are allowed.)
- 3. Exits and entrances must be kept clear. Tables must be a minimum of 6' from exits and entrances.
- 4. All decorations must be fire resistant.
- 5. No live trees or shrubs allowed, including Christmas trees.
- 6. No smoking inside buildings; smokers must be outside of the building, 20' from all entrances and exits.
- 7. If deemed necessary to maintain the safety of the public, a Fire Watch (Fire Dept. representative.) may be required at the then-current hourly fee.
- 8. No fog machines or fake smoke machines allowed.
- 9. No helium balloons allowed in the Annex.
- 10. Permits are required for temporary signs. No signs are allowed on public property without prior approval by the Board of Selectmen.

The Town is not responsible for the loss or damage to any person or the property of any user, or of any individual attending the event.

# PLEASE NOTE: IF YOU ARE APPLYING TO OFFER <u>ANY KIND OF CAMP</u> FOR CHILDREN, YOU MUST GET PRIOR APPROVAL FROM THE BOARD OF HEALTH 978-363-1100, x. 118.

#### III. Fees

The Board of Selectmen shall establish a schedule of rental fees for town facilities. All fees are payable in advance. The Board of Selectmen may waive any rental fee at their discretion.

#### Private, Commercial, Town Staff and Political Groups:

Non-Resident Rental Fee

#### **Non-Profit Charitable Groups:**

No Rental Fee for use of a facility up to six (6) times per calendar year. Non-profit organizations or groups that request to use a town facility more than six (6) times per year and requesting to waive the fee, must receive approval from the Board of Selectmen at a scheduled meeting.

# SCHEDULE OF RENTAL FEES

1910 Building Second Floor Hearing Room – Resident		\$10.00/half day \$20.00/full day			
		Non-Resident	\$20.00/half day \$40.00/full day		
1910 Building Second Floor Small Meeting Room – Resident			\$10.00/half day \$20.00/full day		
Annex –	Resident Non-Resident		\$120.00 \$180.00		
Town Hall –	Resident Non-Resident		\$120.00 \$180.00		
Athletic Playing Fields (per season/sport as determined by the Parks and Recreation Commissioners					
Bandstand – Resident and Non-Resident			\$ 25.00		
Mill Pond Building – Resident or Non-Profit Non-Resident or Business			\$ 75.00 \$150.00		
Pipestave Riding Rings – Resident			(To be determined)		

## **REQUEST FOR USE OF FACILITIES**

Organization or Group				
Person Making Reservation				
Mailing Address				
Phone	e-mail			
Event Date:				
Summary of Event				
Number of Attendees				
Event Details: <i>Please be specific</i> i.e. a	alcohol*, music,	food		
If alcohol is being served, a Liquor Li  Check Appropriate Block:  Fund Raising Group  Non-Profit/Public Agen  Facility Requested:	Commerc	ial In-Town	Resident	Town Staff
raemty Requesteu.				
1910 Bldg Hearing Room (1)		pestave Equest. Area*		Other
1910 Bldg Meeting Room (2)		Athletic Playing Field		
Town Hall- (across from Librar Annex	•	Mill Pond Rec Bldg** Bandstand	,	
Annex		Bandstand		
Fee Paid by Check/Cash		<del>-</del>		Fee Waived

# **TERMS AND CONDITIONS OF USE:**

- 1. Must leave the facility as you found it, place tables and chairs in the storage area and remove all trash and recycling. The town does not have a custodian on staff and other events may be scheduled to use the facility after you. Please contact Dispatch at 978-363-1213, if the town offices are closed, with any problems.
- 2. No open flames, i.e. candles, torches, etc. (Chafing trays with sternos **are** allowed.)
- 3. Exits and entrances must be kept clear. Tables must be a minimum of 6' from exits and entrances.
- 4. All decorations must be fire resistant.
- 5. No live trees or shrubs allowed, including Christmas trees.
- 6. No smoking inside buildings; smokers must be outside of the building, 20' from all entrances and exits.
- 7. If deemed necessary to maintain the safety of the public, a Fire Watch (Fire Dept. representative.) may be required, at the then-current hourly fee.
- 8. No fog machines or fake smoke machines allowed. No helium balloons allowed in the Annex.
- 10. Permits are required for temporary signs. No signs are allowed on public property without prior approval by the Board of Selectmen

PLEASE NOTE: IF YOU ARE APPLYING TO OFFER <u>ANY KIND OF CAMP FOR</u> CHILDREN, YOU MUST GET PRIOR APPROVAL FROM THE BOARD OF HEALTH. 978-363-1100, x. 118

Name:	Event:
indemnification agreement (below) with the Town of policy (\$1,000,000 per occurrence/\$2,000,000 aggreertificate of insurance naming the Town as an additional content of the town	e individual requesting the space will be required to sign an f West Newbury for a scheduled event. A general liability gate) is required as part of the rental agreement, and a cional insured must be provided before the date of the event as quor Liability Policy must be provided (\$1,000,000) in
	nave prior approval by the Parks and Rec Commissioners. must be received in the Town Manager's Office, and a Certificate of use the fields. (See above for details.)
**MILL POND RECREATION BUILDING AND PIL the Mill Pond Committee.	PESTAVE EQUESTRIAN AREA: Must have prior approval by
damage to the facility incurred during the term of reather area in the same condition that it was found. Fur	(group), agree to pay for any ntal by our organization. I/We understand that I/we must leave thermore, I/we hereby agree to save and hold harmless and/or any and all claims or liabilities for personal injury or property
Individually/A	uthorized Signature for Group Date
Parks & Rec Committee or Mill Pond Committee Signature (if applicable):	Date:
Requests and comments:	
Chief of Police Signature:	Date:
Requests and comments:	
Fire Chief Signature:	Date:
Requests and comments:	
Approval granted if signed here by Town Manage	er:
	Date:

Requests and comments: