

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
Mill Pond Recreation Building – with approval from the Mill Pond Committee
Bandstand
Annex
Old Town Hall (across from the library)
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 DPW Business Manager at 978-363-1100 x135 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 www.wnewbury.org/town-manager. 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. **Insurance**

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 Select Board.)

If alcohol is being served, subject to a separate approval by the Select Board 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. Renters must leave the facility in the condition in which they found it or may incur an additional cleaning fee. Tables and chairs must be returned to storage area. All trash and recycling must be removed by the renter or properly bagged and placed at door for removal by the custodian. The Town does not have a custodian on staff during events. Please contact Dispatch, if the Town offices are closed, at 978-363-1213 with any issues. No open flames, i.e. candles, torches, etc. (Chafing trays with sternos are allowed.)
2. Exits and entrances must be kept clear. Tables must be a minimum of 6' from exits and entrances.
3. All decorations must be fire resistant.
4. No live trees or shrubs allowed, including Christmas trees.
5. No smoking inside buildings; smokers must be outside of the building, 20' from all entrances and exits.
6. 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.
7. No fog machines or fake smoke machines allowed. Absolutely **NO** balloons allowed in the Annex.
8. Permits are required for temporary signs. No signs are allowed on public property without prior approval by the Select Board.
9. The Town reserves the right to assign a facility based on the number of attendees, days and hours of use, type of event, etc.
10. Fee waivers will **not** be accepted for any event where food is involved, regardless of non-profit status.

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 *ANY KIND OF CAMP FOR CHILDREN*, YOU MUST GET PRIOR APPROVAL FROM THE BOARD OF HEALTH 978-363-1100, x. 118.

III. Fees

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

	Commercial or Private Functions	Non-Profit Organizations	West Newbury Organizations
1910 Building 2 nd Floor Meeting Room	\$10/hour*	\$5/hour*	FREE**
Bandstand	\$40 flat rate fee	\$20 flat rate fee	\$20 flat rate fee
Mill Pond Recreation Building	\$75 flat rate fee	\$40 flat rate fee	\$40 flat rate fee

**4-hour rental maximum*

Annex	\$50/hour	\$25/hour	FREE**
Old Town Hall (across from GAR Library)	\$50/hour	\$25/hour	FREE**
Set-up/breakdown/access to reserved space prior to event	No charge for one hour prior and one hour after event. Current hourly rate per each additional hour.		

Fee only to be waived if food is **not present at event*

All fees include the use of available equipment (i.e. tables, chairs, stage, etc.)

REQUEST FOR USE OF FACILITIES

Organization or Group: _____

Person Making Reservation: _____

Mailing Address: _____

Phone: _____ e-Mail: _____

Event Date: _____ Start Time: _____ End Time: _____

Summary of Event: _____

Number of Attendees: _____

Event Details - *please be specific* - i.e. alcohol*, music, food: _____*If alcohol is being served, a *Liquor Liability Policy* must be provided (\$1,000,000), see page 2.**Check Appropriate Block:**

- | | | | |
|---|---|-----------------------------------|-------------------------------------|
| <input type="checkbox"/> Fund Raising Group | <input type="checkbox"/> Commercial In-Town | <input type="checkbox"/> Resident | <input type="checkbox"/> Town Staff |
| <input type="checkbox"/> Non-Profit/Public Agency | <input type="checkbox"/> Commercial Out-of-Town | <input type="checkbox"/> Other | |

Facility Requested:

- | | | |
|--|--|------------------------------------|
| <input type="checkbox"/> 1910 Bldg. Hearing Room (1) | <input type="checkbox"/> Pipestave Equestrian Area** | <input type="checkbox"/> Annex |
| <input type="checkbox"/> 1910 Bldg. Meeting Room (2) | <input type="checkbox"/> Athletic Playing Fields* | <input type="checkbox"/> Bandstand |
| <input type="checkbox"/> Town Hall - (across from Library) | <input type="checkbox"/> Mill Pond Rec Bldg.** | <input type="checkbox"/> Other |

☐ **Fee Paid by Check/Cash** _____☐ **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 feet 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 feet 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.
- 9) Permits are required for temporary signs. No signs are allowed on public property without prior approval by the Select Board.

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

~ Continued on other side ~

Name: _____

Event: _____

Insurance: The organization's representative or the individual requesting the space will be required to sign an indemnification agreement (below) 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 before the date of the event as proof of said policy. If alcohol is being served, a Liquor Liability Policy must be provided (\$1,000,000) in addition to the general liability coverage.

***ATHLETIC PLAYING FIELDS RENTAL:** Must have prior approval by the Parks and Rec Commissioners.

Payment by check (to the Town of West Newbury) or cash must be received in the Town Manager's Office and a Certificate of Insurance must be received prior to the date requested to use the fields. (See above for details.)

****MILL POND RECREATION BUILDING AND PIPESTAVE EQUESTRIAN AREA:** Must have prior approval by the Mill Pond Committee.

Indemnification Agreement: I/We, _____ (group), agree to pay for any damage to the facility incurred during the term of rental by our organization. I/We understand that I/we must leave the area in the same condition that it was found. Furthermore, I/we hereby agree to save and hold harmless and/or indemnify the said Town of West Newbury against any and all claims or liabilities for personal injury or property damage arising out of use of said property.

Individual/Authorized 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 Manager:

Date: _____

Requests and comments: _____
