

# 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 Board of Selectmen, 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 Selectmen.

1910 Building First Floor Hearing Room  
1910 Building Second Floor Hearing Room  
Annex  
Town Hall  
Mill Pond Recreation Building - Managed by Mill Pond Committee  
Athletic Playing Fields – Managed by Parks and Recreation Commissioners  
Bandstand

### Policy Description

I. Reservations

Reservations may be made in person or by mail. An authorized representative of the group or organization must complete a reservation form in advance. The fee schedule and forms are available in the Town Clerk's Office. 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/\$3,000,000 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 residents for birthday parties, fundraisers, showers, etc. at the discretion of the Selectmen, insurance requirement may be waived.) If alcohol is being served, a Liquor Liability Policy must be provided (\$1,000,000) in addition to the general liability policy.

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.

**Smoking and candles are prohibited in all public buildings.**

**No helium balloons are allowed in the Annex.**

III. Fees

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

**Private, For Profit and Political Groups:**

Rental Fee plus Custodial/Maintenance Fee

**Non-Profit Charitable Groups:**

No Rental Fee or Custodial/Maintenance Fee

## SCHEDULE OF RENTAL FEES

1910 Building <b>First Floor Hearing Room</b>		
Resident:		\$ 35.00/half day 50.00/full day
Non-Resident		50.00/half day 75.00/full day
1910 Building <b>Second Floor Hearing Room</b>		
Resident		10.00/half day 20.00/full day
Non-Resident		20.00/half day 40.00/full day
1910 Building Second Floor <b>Small Meeting Room</b>		10.00
Annex		
Resident		60.00
Non-resident		90.00
Town Hall		
Resident		60.00
Non-resident		90.00
Athletic Playing Fields	<u>(per season/sport, as determined by the Parks and Recreation Commissioners)</u>	_____
Bandstand	Resident and Non-resident	25.00
Mill Pond Building:	West Newbury Resident or Non-Profit	75.00 75.00
	Non-Resident or Business	150.00
Pipestave Riding Rings:	One Ring Two Rings Organized Trail Rides	To be determined.



# REQUEST FOR USE OF FACILITIES

Organization or Group: \_\_\_\_\_

Person Making Reservation \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Event Date & Time: \_\_\_\_\_

**Check Appropriate Block:**     Fund Raising Group     Commercial In-Town     Residential  
 Non-Profit     Other     Commercial Out-of-Town

**Facility Requested:**

<input type="checkbox"/> 1910 Bldg Hearing Room (1)	<input type="checkbox"/> Annex	<input type="checkbox"/> Town Hall
<input type="checkbox"/> 1910 Bldg Hearing Room (2)	<input type="checkbox"/> Bandstand	<input type="checkbox"/> Meeting Rm., Public Safety Complex
<input type="checkbox"/> Mill Pond Recreation Bldg	<input type="checkbox"/> Parks & Rec. Bldg	<b>Fee Paid</b>
<input type="checkbox"/> Cammett Concession stand	<input type="checkbox"/> Athletic Playing Fields**	<b>or Waived</b> _____
	<input type="checkbox"/> Pipestave Equest. Area	

**TERMS AND CONDITIONS OF USE:**

1. No open flames, i.e. candles, torches, etc. (Chafing trays with Sterno **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. **Fee 18.43/hr.**
7. **No fog machines or fake smoke machines allowed.**
8. **Type of entertainment and equipment to be used must be named and listed here.** \_\_\_\_\_
9. Permits are required for temporary signs. No signs are allowed on public property without prior approval by the Board of Selectmen.

\_\_\_\_\_  
(use extra page if needed)

**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**

**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/\$3,000,000 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.

**\*\* FIELDS RENTAL:** Must have prior approval by the Parks and Rec Commissioners which sets the rental fee. Payment by check (to: Town of West Newbury) or cash must be received in the Town Clerk's Office, and a Certificate of Insurance must be received in the Selectmen's Office prior to the date requested to use the fields. (See above for details.)

**Indemnification Agreement:** I/We, \_\_\_\_\_ (group), agree to pay for any damage to the facility incurred by our organization. I/We understand that I/we must leave the area in the same condition that it was found. Furthermore, I/we

(over)

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.

\_\_\_\_\_  
Individually/Authorized Signature for Group

\_\_\_\_\_  
Date

**Chief of Police's**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Requests and comments:

**Fire Chief's**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Requests and comments:

**Approval granted if signed here by Selectmen or Selectmen Representative:**

\_\_\_\_\_

Requests and comments: