

TOWN OF MIDDLEBOROUGH

COMMUNITY USE OF GROUNDS AND FACILITIES

The use of Town Hall grounds and facilities by the community shall be permitted and encouraged when such uses do not interfere with Town business or violate other provisions of Town policy, by-laws or state and federal laws. The parties using Town Hall grounds or facilities shall be responsible for the conduct of the people whom they admit, and for any infraction of the rules and regulations and shall pay the cost of any damage caused by them or their patrons during the period of their use of the building, equipment or grounds.

Approval and scheduling shall be done by the Middleborough Board of Selectmen.

Waiver of any fees will be at the sole discretion of the Board of Selectmen.

Any individual or group utilizing the building or grounds for fund raising for the direct benefit of a Town Department will not be required to pay rental fees. However, prior approval from the Board of Selectmen is required. The individual or group will also be required to submit a full financial disclosure summary along with a copy of check given to the department.

Rental fee payment is due at the time of application. The custodian/security person must be paid by check or money order at the conclusion of any event, unless payment in full has been made in advance. The renting group or individual will tender payment to the employee on duty. Checks are to be made payable to the Town of Middleborough for the amount due, taking into consideration the established hourly rate of the custodian/security person. A receipt will be given for payment. The payment will then be given to the Selectmen's secretary for deposit to the appropriate account(s). The employee/security person will be paid by the Town for services rendered.

## RULES AND REGULATIONS FOR THE USE OF BUILDING AND GROUNDS

Users of the facilities and grounds must observe the following rules and regulations:

1. The individual/organization listed on the application will be held liable for any damage occurring to the building, grounds, equipment or other contents during the period covered by the application and event. Repairs and/or replacement will be made and costs assessed for said damage/replacement.  
  
Any repair/replacement bill remaining unpaid for more than thirty (30) days, after demand in writing has been made and sent by first class mail to the individual/organization listed on the application, will be assessed any additional charges as allowed by Town By-Law or state law. Cost of collection, including legal fees will be the responsibility of the individual/organization.
2. Adequate adult supervision must be provided at all times.
3. The applicant must submit a \$500 "Bond" (check preferable, made payable to the Town of Middleborough) at the time of application. This sum will be refunded if the area is left clean and undamaged.
4. The use of the building is confined to the area or facility stipulated in the application. **All other areas of the building are strictly out of bounds.**
5. **The Town of Middleborough is relieved of any liability.** All groups must sign and return to the Selectmen's office an Indemnity Agreement or Insurance Policy as applicable.
6. Access to the building will not be granted unless a custodian/security person is present. The custodian/security person must remain on duty during the entire period covered by the application unless other arrangements have been approved by the Board of Selectmen. If the custodian/security person has been signed off and additional cleaning is required by the custodial staff the group/individual renting the facility will be charged for this cleaning.
7. There shall be **NO SMOKING INSIDE THE BUILDING.** Smoking is allowed outside and tobacco products must be properly extinguished and deposited in receptacles provided.
8. Serving of alcohol will be allowed in the grand ballroom at the sole discretion of the Board of Selectmen and with the appropriate license approval, insurance requirements and signed indemnification agreement. It must be under the supervision of and dispensing by a bonded bartending service. Applications must be submitted jointly by the organization and bartending service.

Any organization or individual desiring to serve alcoholic beverages must first obtain the appropriate license and prior approval by vote of the Board of Selectmen. The licensee shall provide proof of a policy of liability insurance to cover liability claims, including liquor liability claims. The Town of Middleborough will be named as an additional insured. Coverage will be provided by and at the expense of the licensee and in the amount(s) as required under the Insurance Requirements section of the application. In addition to the required liquor licensing fee, an additional charge of \$100.00 will be assessed to offset the additional insurance cost to the Town. The group/individual will also be required to provide, at their own expense, a paid police detail. The number of officers required will be at the sole discretion of the Police Chief. Custodians/security personnel have been advised not to allow dispensing of alcohol until and unless the police officer is in attendance.

**There shall be no waivers allowed to any organization, group or individual for the licensing, offset insurance costs or paid police officer detail.**

9. The group or individual renting the facility is responsible for securing and paying any police, outside security or other EMT services required.

10. Conservation of heat, lights, and water must be a priority.
11. The renter shall not cause or allowed to be caused any attachments of any kind to the walls, floors ceilings, chandeliers or any other part of the grand ballroom or first floor. Any request for attachments inside the stage area, must be submitted with the application and have prior approval from the Board of Selectmen.
12. Use of other equipment:

**PIANO**

- a. When not in use, the cover is to be left on the piano and bench.
- b. The piano may not be moved under any circumstances. Anyone violating this provision will be responsible for any required re-tuning resulting from the movement.
- c. No renter shall place or cause to be placed any light, lamp or other illuminating device on the piano unless protective material is placed under the illumination so as not to mar the finish.
- d. Whether or not the cover is on the piano and/or bench, **NO** food, drinks, radios or other items are to be put on the piano and bench.

**PUBLIC ADDRESS SYSTEM**

The Town will allow the public address system and podium to be used should the group/individual require it.

**ELEVATOR:**

The elevator is provided for handicapped access to all floors. Weight limitations must be adhered to when transporting equipment or additional furnishings to the grand ballroom. You must plan accordingly and make your own arrangements for bringing items to the second floor.

**OTHER EQUIPMENT:**

Prior approval from the Board of Selectmen must be obtained before any other equipment or furnishings are brought into the building. These items must be listed on the application. You must also provide protective coverings on the bottom of any such equipment so as to prevent serious damage to floors. The custodian/security person should be consulted if you have a question.

13. Use of Grounds: Because of the underground sprinkler system, vehicles are not allowed on the lawn area. In-ground stakes are prohibited.
14. Materials considered by the Selectmen to be a safety or fire hazard will not be permitted.
15. Candles and other open flames are prohibited. Use of sterno burners in conjunction with food service is allowed.
16. Parking of vehicles is the responsibility of the renting organization/individual, and must be handled so that driveways are not obstructed for use of other vehicles or fire department apparatus. Driveways must be kept clear at all times. Illegally parked cars will be towed at vehicle owner's expense.
17. Adhere strictly to the time limits on your application. A stay of even five minutes extra may cost the sponsoring organization/individual additional fees.
18. The sponsoring organization/individual must present a copy of the approved "Town Hall Application & Utilization Agreement" form to the custodian/security person on duty. Custodians/security persons have been instructed not to allow anyone in the building without the appropriate signed form.

19. The custodian/security personnel will report any damage of building, grounds or equipment to the Town Manager who will then make a report to the Board of Selectmen.
20. Please be considerate of the neighbors. Any complaints received will be kept on file and may adversely affect future requests by any individual/organization.
21. Leave the grounds and building in the same condition you found them. Remember tax dollars paid for the renovations of the Town Hall we are so very proud of. Its use is privilege.
22. Cancellations must be made by notifying the Selectmen's secretary in person or by telephone (508) 946-2405 two weeks prior to the planned event or activity. A refund will be given for unused deposits, rental fee and any pre-paid custodial/security personnel costs paid. However, if the funds have been turned over to the Town Accountant for deposit to the Town accounts you may have to wait until a Town Meeting for return of your money.
23. Insurance requirements and amounts will be at the sole discretion of the Board of Selectmen and in accordance with the Insurance Requirements section of the application.
24. **Any additional conditions set by the Selectmen with the application approval must be strictly adhered to as well as these rules and regulations.**
25. **Any violations of these rules and regulations, additional conditions as voted by the Selectmen, Town policy, by-law, state or federal law will result in the function being shut down immediately. Any deposits or fees already paid will be forfeited and any fees due will be assessed and the loss of future privileges will result.**

Approved by a majority vote of the Board of Selectmen on \_\_\_\_\_.

## RENTAL FEES FOR USE OF TOWN HALL & GROUNDS

Due to the costs of and the need to maintain the facility rental fees will be charged in accordance with the fee schedule adopted from time to time by the Board of Selectmen. The following definitions apply in determining fees:

Other Governmental departments, boards, committees or commissions do not pay for the use of the building. However, they are required to fill out an application for use in the case of a special event/activity to assure dates requested are available. Application by Middleborough Governmental boards, committees or commissions for regularly scheduled meetings are not required.

Any civic organization, individual, business or group of individuals who are utilizing the building/grounds for fund raising for the direct benefit of the Town or one of its departments do not pay rental fees for the use of the building, provided, all receipts, with the appropriate financial disclosure summary, are deposited with the Town upon completion of the event. However, depending on the nature of the activity, custodial/security may be required and any applicable fees charged. A written rental fee waiver request must be submitted to and approved by the Board of Selectmen prior to the event.

All other organizations, individuals, groups or businesses will be required to pay the rental and custodial/security fees as established by the Middleborough Board of Selectmen.

The only exception to the payment of security personnel fees is if such personnel are on duty as part of their normal work schedule or offices are open during normal working hours. However, custodial or cleaning services will be at the expense of the individual/organization renting the facility if required.

In the event a board, committee or commission has a scheduled evening meeting the security fee may be waived if an event/activity is of a meeting-type purpose and the chairman of such board, committee or commission has accepted responsibility for securing the building by signing the application where indicated. However, the building must be vacated at the conclusion of the board, committee or commission meeting.

Any donation to the building fund would not be unwelcomed.

Please note: Theatrical rehearsals are not considered meeting-type purposes and fees will be charged accordingly.

Applications are still required even if rental fees are waived.

\*\*A paid police officer detail is required for any outside school-related event involving non-Middleboro residents.

\*\*Voted 10/6/03

\*\*\*Revised 3/15/10

**RENTAL FEE SCHEDULE (Effective 7/1/10)**

<u>Meetings &amp; Gatherings:</u>	<u>Residents</u>	<u>Non-Residents</u>
First floor meeting or conference room	\$20.00 per 8 hour period or fraction thereof.	\$40.00 per 8 hour period or fraction thereof.
Grand Ballroom (second floor)	\$100.00 per 8 hour period.	\$350.00 per 8 hour period.
Non-Profit Organizations	\$150.00	\$200.00
Security/Cleaning Deposit	\$500.00	\$500.00

Theatrical productions:

Rehearsals & Performance (Grand Ballroom)	\$150.00 (Tech week & performance)
Additional rehearsal schedules	\$25.00 per 8 hour period.

No rental fee will be charged for outside activities. However, if building access is requested for the use of the sanitary facilities, custodial/security personnel and associated fees will be required. If a designated volunteer has been approved the custodial/security fees may be waived if requested. However, cleaning of the bathrooms will be the responsibility of the renter organization/individual and a voluntary donation by the organization or individual would be appreciated to defray the cost of bathroom supplies. If additional custodial service is required even after your cleaning you will be billed.

**CUSTODIAL/SECURITY FEE SCHEDULE**

Personnel Costs	One and one-half the current hourly rate of pay of the head custodian <u>plus</u> 10% for administrative costs. (Minimum 3 hours)
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**OTHER FEE REQUIREMENTS**

One-day "All Alcoholic" beverage license	\$50.00 to be paid @ Town Clerk's Office upon
One-day "Beer & Wine" beverage license	\$30.00 picking up approved license. (cannot be waived)
Offset additional insurance cost for serving of alcohol	\$100.00 must be submitted with application (cannot be waived)
Security deposit (bond)	\$500.00 must be submitted with application and will be refunded in accordance with the rules and regulations and application.

**\*Permits are required if a catering service is being used. Please check with the Health Department, 20 Centre Street, 2<sup>nd</sup> Floor.**

APPLICATION AND UTILIZATION AGREEMENT  
TOWN HALL  
MIDDLEBOROUGH, MASSACHUSETTS

**\*PLEASE SUBMIT PAYMENT WITH APPLICATION\***

DATE OF APPLICATION \_\_\_\_\_

ORGANIZATION/INDIVIDUAL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ TEL  
# \_\_\_\_\_

CO-APPLICANT (BARTENDING SERVICE) \_\_\_\_\_

OWNER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ TEL  
# \_\_\_\_\_

DATE(S) OF EVENT \_\_\_\_\_ APPROXIMATE NUMBER OF PARTICIPANTS \_\_\_\_\_  
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED \_\_\_\_\_ TO \_\_\_\_\_

*Be sure to include any set-up or dismantling day(s)/time requirements.*

BRIEFLY DESCRIBE TYPE OF ACTIVITY \_\_\_\_\_

ASSIGNED SPACE \_\_\_\_\_ MEETING ROOM \_\_\_\_\_ GRAND BALLROOM \_\_\_\_\_ GROUNDS If using  
grounds, will building access be required for sanitary facilities? \_\_\_\_\_

\*Note – There is no air conditioning available in the Grand Ballroom

Are you requesting a one-day alcoholic beverage license? \_\_\_\_\_ Licensing fee of \$ \_\_\_\_\_ plus \$100.00 required at  
time of application. This will be refunded if license denied prior to event or activity.

Food will be served \_\_\_\_\_ Name of Caterer \_\_\_\_\_ Telephone # \_\_\_\_\_

**\*If food is to be served, please contact the Health Department for the appropriate permits.**

We expect to bring in the following additional equipment/furnishings \_\_\_\_\_

Any required insurance policy/indemnification agreement must be attached to application.

Rental Deposit (Bond) \$500.00 Check # \_\_\_\_\_ (must be tendered with application and will be returned within two-  
weeks if no damage to building, grounds or equipment has been reported).

Rental Cost \_\_\_\_\_ One-day alcoholic beverage license fee \_\_\_\_\_ Personnel Cost \_\_\_\_\_ Total Cost \_\_\_\_\_

Name of Designated Town Official volunteering to perform security service \_\_\_\_\_

Signature of Volunteer \_\_\_\_\_

Application Approved by Board of Selectmen (date) \_\_\_\_\_ Fees Waived \_\_\_\_\_ Fees Due \_\_\_\_\_

I/we \_\_\_\_\_ hereby acknowledge return of our \$500.00 bond payment.

**APPLICATION AND UTILIZATION AGREEMENT  
TOWN HALL**

In connection with my/our planned use of the Town Hall and/or grounds, I/we hereby agree to the following:

I/we agree to abide by all conditions as set forth in this application and the rules and regulations as established by the Board of Selectmen.

I/we agree that no activities unrelated to this purpose will be conducted on the premises.

I/we agree to hold harmless and indemnify and defend the Town of Middleborough, its agents, servants, employees and volunteers from and against any and all claims for injury to any person and/or damage to or loss of any personnel property of any nature arising out of my/our contracted use of the property or facilities of the Town for this function and that which may occur outside of the Town Hall premises or arise from activities which occur on or about the Town Hall premises.

I/we agree to assume total responsibility for assuring that:

- a. the participants at the meeting/event will conduct themselves in a safe and orderly fashion;
- b. no dangerous or unlawful activities will take place on the premises or grounds;
- c. no Town or other property will be removed from the building or grounds;
- d. participants will confine themselves to the specified areas of the building and grounds designated for the event;
- e. participants will leave the building and grounds in a clean and orderly condition;
- f. the participants will promptly leave the premises at the time scheduled for their departure.
- g. participants will abide by all rules and regulations as established by the Board of Selectmen

I/we agree to refrain from placing signs or decorations anywhere on the premises except as specified below. And if allowed will not place or cause to be placed in contradiction to the rules and regulations.

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I/we understand that Town employees and/or designated volunteers in attendance at the scheduled event/meeting, except as specified below, are there for the sole purpose of providing participants with access to the portion of the building and grounds that have been set aside for their use. If payment for custodial services has been made, please note here.

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I/we agree to abide by all requests of Town employees and designated volunteers who are present at the event pertaining to the use of the building and grounds.

I/we hereby certify that no alcoholic beverages of any type will be consumed at the event/activity, unless authorized and appropriate licensing has been obtained in advance and as established by the rules and regulations.

I/we agree to provide a security deposit in the amount of \$500.00 refundable to me/us within two weeks after the event if, in the sole judgement of the Board of Selectmen, I/we have fully complied with the terms of this Agreement and the Rules and Regulations.

I/we require/request use of the following

Chair set up \_\_\_\_\_ PA system/Podium set up \_\_\_\_\_ Piano \_\_\_\_\_

I/we agree to the following additional conditions:

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The governing body of the renting organization named below met on \_\_\_\_\_ 201\_\_ and, a quorum being present, authorized the individual named below to sign this agreement. The minutes of that meeting, or a letter of authorization from the President of the renting organization, are attached to this agreement.



APPLICATION AND UTILIZATION AGREEMENT  
TOWN HALL

By signing below I/we acknowledge receipt of a copy of the rules and regulations and agree to abide by them and any other conditions established in this application.

\_\_\_\_\_  
Authorized Signature of Organization

\_\_\_\_\_  
Name ---Please Print

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Name—Please Print

\_\_\_\_\_  
Signature of Owner – Co-Applicant (Bartending Service)

\_\_\_\_\_  
Business Name—Please Print

Original to be kept with security bond/deposit in the Selectmen's office. Two copies given to applicant (one for your records and the other given to the custodian/security personnel in charge of the event/activity.)

**TOWN OF MIDDLEBORO  
INSURANCE REQUIREMENTS  
FOR  
USE OF TOWN OWNED FACILITIES**

Name of Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Description of Function: \_\_\_\_\_

Location of Town Facility: \_\_\_\_\_

Date and Time of Use: \_\_\_\_\_

A. *Workers Compensation Insurance*

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Coverage A	Statutory, Commonwealth of Massachusetts
Coverage B	\$500,000 per insuring agreement

B. *Commercial General Liability Insurance*

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Each Occurrence	\$1 Million
Fire Damage (any one fire)	Policy Minimum
Medical Expense	Policy Minimum
Personal Injury & Advertising Injury	\$1 Million
General Aggregate	\$1 Million **
Products/Completed Operations Aggregate	\$1 Million

\*\*applies solely to Town of Middleboro activities

C. *Commercial Automobile Liability:*

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Combined Single Limit, Bodily Injury & Property Damage	\$1 Million
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Applicable to: "owned, non-owned & hired automobiles"

D. *Other Insurance Requirements:*

Type of Insurance (i.e. liquor liability, etc) \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Limits of Liability \_\_\_\_\_ \$

Additional Conditions:

- a. Except for the Workers' Compensation coverage, the Town of Middleboro is included on all policies as an additional insured.
- b. The Town of Middleboro, Office of the Town Manager, will be provided at least a 30 day advance written notice of cancellation, material change in coverage, or intention not to renew.
- c. The insurance coverage referenced above is provided on the "occurrence" form of coverage.
- d. If an "Acord" form of certificate is used, this document must be attached to the Acord form and referenced as a special policy provision in the Description of operations section of the Acord form.
- e. Terms and conditions contained on any form to which this document is attached will not reduce the coverage or minimize the benefit of this document to the Town of Middleboro.

I, a licensed insurance agent/broker, have the authority to bind the insurance companies listed above to the terms of this agreement.

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

Signed: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_