



LEONARD E. SIMMONS SENIOR MULTI-SERVICE CENTER

Middleborough Council on Aging
558 Plymouth Street, Middleborough, MA 02346

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COA FACILITY RENTAL AGREEMENT WORKSHEET

Rental Date: _____ **Rental time: from** _____ **to** _____

Check #1 **Security Deposit** **\$200.00**
Payment due at time of reservation.

Check #2 **Building Use Rental**

Number of hours _____ x \$50.00/hr = \$ _____

Kitchen Use Rental Fee
Number of hours _____ x \$25.00/hr = \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

Total Facility Rental Fee **\$ _____**
Payment is due 10 business days before Function Date.

Check #3 **Additional Kitchen Deposit \$200 (if applicable)** **\$ _____**
Payment is due 10 business days before Function Date.

Check #4 **Facility Personnel (1 hr in addition to number of hours rented)**

of hours _____ @ \$ _____/hr = \$ _____

Final payment is due 10 business days before Function Date
See rental fee schedule on Page 4

Please make separate **checks** payable to Middleborough Council on Aging for
Security Deposit, Building Use Rental, Kitchen Deposit, Facility Personnel

UTILIZATION AGREEMENT

Name (please print) _____

Address _____

Telephone Number _____

Organization (if applicable) _____

Date of Event _____

Type of Event (meeting, party, fundraiser, etc.) _____

Time _____ to _____

Total Costs: Building Use Rental \$ _____ Facility Personnel \$ _____

Security Deposit \$ _____ Kitchen Deposit \$ _____

Waived per Board of Directors' vote on _____

In connection with the planned use of the Senior Multi-Service Center, I/we hereby agree to the following:

1. The scheduled meeting/event is being held for the purpose of

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

2. I/we agree to hold harmless and indemnify the Town of Middleborough, the Middleborough Council on Aging, its agents, servants, employees and volunteers from and against all claims for injury of any nature arising out of my/our contracted use of the property or facilities of the Town for this function.
3. 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.
 - c. No COA, Town, or other property will be removed from the premises.
 - d. Participants will confine themselves to the specific area of the building and grounds that have been designated for the event.
 - e. Participants will leave the building and grounds in a clean and orderly fashion.
 - f. The participants will arrive and promptly leave the premises at the time scheduled for their rental. **Any extra time will be billed at a minimum of 1 hour.**

4. I/we agree to refrain from placing signs or decorations anywhere on the premises, except as specified below:

- 5. I/we understand that COA staff and/or designated volunteers in attendance at the scheduled meeting/event, 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.
- 6. I/we agree to abide by all requests of the COA staff or designated volunteers who are present at the event pertaining to the use of the building and grounds.
- 7. I/we hereby certify that no alcoholic beverage of any type will be consumed at the event unless a Middleborough police presence is on-site and paid for as stipulated in the Rules and Regulations. Alcohol consumption is restricted to the building and cannot extend onto the grounds and parking lot.
- 8. I/we agree to provide a security deposit in the amount of \$200.00. If applicable, I/we also agree to provide a kitchen deposit in the amount of \$200.00 These deposits are refundable to me/us within 30 days after the event if, in the sole judgement of the Board of Directors of the Council on Aging, I/we have fully complied with the terms of this Agreement.
- 9. I/we agree to the following additional conditions:

10. **I have received, read, and I agree to the Rules and Regulations**

Signed _____ Date: _____

11. The governing body of the renting organization named below met on _____, 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 is attached to this agreement.

Organization Address

Name – Please Print Signature

Telephone Number Date

Approved by Andrea M. Priest, COA Executive Director

Signed _____ Date: _____

Signature of COA Chairman required _____

RENTAL FEE SCHEDULE

Rules:

Usage of the COA facilities is on a First Come First Served basis.

Use of facility fees are waived for Government / Non Profit Organizations
(must pay minimum Salary costs for Facility Personnel)

Weekday Fee Schedule

During operational hours as available:

If the renter/rental organization collects a fee for services, then the following charge applies:
\$10.00 per 3 hour facility rental

After 4:30 P.M.

Facility Rental:	\$50.00 per hour	2 hour minimum
Facility Personnel:	\$30.00 per hour	2 hour minimum
Use of Kitchen	\$25.00 per hour	2 hour minimum

\$200 additional security deposit required

Week-end Schedule

Facility Rental:	\$50.00 per hour	4 hour minimum
Facility Personnel:	\$35.00 per hour	4 hour minimum
Sundays and Holidays	\$40.00 per hour	4 hour minimum
Use of Kitchen	\$25.00 per hour	4 hour minimum

\$200 additional security deposit required

Miscellaneous

Use of Gazebo	
Wedding Ceremony	\$25.00
Pictures	Voluntary Donation
Off- Site Rental of Tables / Chairs (\$100 refundable security deposit)	Voluntary Donation

RULES AND REGULATIONS FOR USE OF COA GROUNDS AND BUILDINGS

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

1. The individual(s) / organization granted use of the building or grounds shall be responsible for any and all damages done to the building, contents or grounds during the period covered by the application. If children will be in attendance, adequate adult supervision must be provided at all times.
2. The renter must submit a \$200.00 security deposit and a \$200.00 kitchen use deposit (if applicable) at the time of application. Checks should be made payable to the Middleborough Council on Aging.
3. The renter must submit 2 separate rental checks, 10 business days before the event, Check #1 for building use and check #2 for facility personnel.
4. The use of the building is confined to the area stipulated in the application. All other areas of the building are strictly out of bounds. Attendance cannot exceed legal limits. The COA function hall is licensed for 225 with tables and chairs, and for 250 with chairs only.
5. The serving of alcohol of any kind requires an Indemnity/Insurance Agreement of one million dollars (\$1,000,000.) by a licensed and bonded bartending service, for the day that specifies the Town of Middleborough as the co-insured, This agreement must be provided to the COA and the Board of Selectmen at least four (4) weeks prior to the event. In such cases, the renting party must provide police coverage for the event. Proof of confirmation for on-site police coverage by the Town of Middleborough police must be provided to the Council on Aging (COA) office at least two (2) weeks prior to the event, or the COA retains the right to cancel this agreement.
6. Access to the building will not be granted unless Facility Personnel is present. Facility Personnel must remain on duty during the entire period covered by the application unless signed off by the Executive Director. If Facility Personnel has been signed off by the Executive Director and additional cleaning is required by the custodial staff, the group or individual renting/using the facility will be charged for this cleaning.
7. Employees or COA Board Members requesting use of facilities may be given special consideration upon a vote by the COA Board of Directors.
8. There shall be **NO SMOKING** in the building. Smoking is allowed outside and tobacco products must be properly extinguished and deposited in the receptacles provided.
9. No food or beverages may be served in places other than the dining area except by prior and specific permission of the Executive Director.
10. Conservation of heat, lights, and water should be considered.

11. Use of equipment:

The television ,VCR and DVD player may not be used unless a person in the renting party is explicitly pre-approved by the Executive Director or his/her designee to do so. If such a person is authorized, this information will be added and initialed under Item 9 of the Utilization Agreement.

The piano will not be used unless specifically pre-approved by the Executive Director or his/her designee. This information will be added and initialed under Item 9 of the Utilization Agreement (see page 3).

- a. When the piano is not in use, the covers are to be left on the piano and bench.
- b. Whether or not the covers are on the piano and/or bench, **NO** food, drinks, radios, or other items are to be put on the piano or bench.

The piano and television may not be moved without obtaining prior approval from the Executive Director. Prior approval from the Executive Director must be obtained to bring in any equipment.

- 12.** Materials considered by the Executive Director or staff on duty to be a safety or fire hazard, are not permitted.
- 13.** Parking of vehicles is the responsibility of the renter, and must be handled so that driveways are not obstructed for use by emergency vehicles or fire department apparatus. Fire Lanes must be kept clear at all times. If necessary, additional police may be hired at the renter's cost to enforce the regulation. Illegally parked cars will be towed at the owner's expense.
- 14.** There must be strict adherence to the time limits on the rental agreement. A stay of even five minutes extra will cost the renter one-hour of additional charges.
- 15.** Failure to comply with the above regulations may result in loss of privileges to use the grounds and building.
- 16.** Any additional conditions set by the Selectmen with the application approval must be strictly adhered to as well as these rules and regulations.
- 17.** Any violation of these rules, and regulations, additional conditions as voted by the Selectmen, Town policy and by-laws, fire laws, or state/federal laws 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. Loss of future privileges will result.

Adopted by a majority vote of the COA Board of Directors at a duly called meeting on October 12, 2011.

MIDDLEBOROUGH COUNCIL ON AGING

Policy for Fees and Use of Community Grounds and Facilities

The use of grounds and facilities by the community shall be permitted and encouraged when such uses do not interfere with Council on Aging programs or violate other provisions of Council on Aging Board of Director's Policy. The parties using grounds or facilities shall be responsible for the conduct of the people whom they admit and for any infraction of the rules and shall pay the cost of any damage caused by them or their patrons during the period of their use.

Approval and scheduling shall be handled by the Executive Director or his/her designee in accordance with these Rules and Regulations established by the Board of Directors.

Other Middleborough Governmental departments, boards, committees or commissions are not required to pay for the use of the building.

Waiver of any rental fees will be at the sole discretion of the Middleborough Council on Aging Board of Directors.

Any civic organization, individual, business or group of individuals utilizing the building and/or grounds for fundraising for the benefit of the Council on Aging do not pay fees for the use of the building, provided all receipts, with an appropriate financial disclosure summary, are deposited with the Council on Aging within 30 days after the event. However, depending on the nature of the activity, facility personnel fees may be charged. A written request for waiver must be submitted to and approved by the Council on Aging Board of Directors prior to the event.

Any civic organization, individual, business or group of individuals who are utilizing the Building / grounds to sponsor events or programs where a fee will be charged for admission by the general public may request the Board of Directors to waive rental fees, if senior citizens will be admitted free of charge. However, depending on the nature of the activity, facility personnel fees may need to be paid.

All other organizations, individuals or groups will be required to pay the rental, facility personnel and security deposit fees as established by the Middleborough Council on Aging Board of Directors.

Unless the Board of Directors has voted otherwise, all proceeds above expenses raised by fees will be deposited into the general donation account.

All fees must be paid by check or money order within 10 business days prior to the event.