

TOWN OF MIDDLEBOROUGH

POLICY FOR THE USE OF TOWN FACILITIES AND GROUNDS

The use of all grounds and facilities including the Town Hall, Town Hall Annex, Green School, and Oliver Estate's House and Grounds by the public 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 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 Town Manager.

Exceptions to rental fees are provided on page 5.

Exceptions to insurance is provided on page 10.

Waiver of any fees will be at the sole discretion of the Middleborough Town Manager.

Rental fee payment is due at the time of application. The custodian/security person must be paid by check or money order at the beginning 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 Assistant to the Town Manager 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. An applicant for the Grand Ball Room at Town Hall and/or Oliver Estate House and Grounds must submit a \$500 refundable check, 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 or grounds are strictly out of bounds.**
5. **The Town of Middleborough is relieved of any liability.** All groups must sign and return to the Town Manager's office an Indemnity Agreement or Insurance Policy as applicable, see page 10 for exceptions.
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. The custodial/security fee exception is on page 5. 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 Town Hall as well as the Oliver House estate 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 bar-tending service. Applications must be submitted jointly by the organization and bar-tending service.
9. 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.
10. In addition to liquor liability insurance, any organization or individual desiring to serve alcoholic beverages is required to provide a liquor licensing fee of either \$30 or \$50 (see page 6) and 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. For in-Town nonprofits, the paid Police Officer detail requirement is at the discretion of the Town Manager. 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.

11. The group or individual renting the facility is responsible for securing and paying any police, outside security or other EMT services required.
12. Conservation of heat, lights, and water must be a priority.
13. 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 Town facilities. Any request for attachments must be submitted with the application and have prior approval from the Town Manager.
14. Use of other equipment:

PIANO IN GRAND BALLROOM

- a. The piano may not be moved under any circumstances. Any organization violating this provision will be billed for any required moving, re-tuning, and/or damage resulting from the movement. When not in use, the cover is to be left on the piano and bench.
- b. 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.
- c. 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 FOR BALLROOM:

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

OTHER EQUIPMENT:

Prior approval from the Town Manager 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 at Town Hall, vehicles are not allowed on the lawn area. In-ground stakes are also prohibited.
14. Materials considered by the Town Manager to be a safety or fire hazard will not be permitted.
15. Candles and other open flames are prohibited inside the facilities. Fog machines are also banned from the Grand Ballroom. 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.
22. Cancellations must be made by notifying the Town Manager's Office or by telephone (508) 947-0928 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 Town Manager and in accordance with the Insurance Requirements section of the application on page 10.
24. Any additional conditions set by the Town Manager 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 stated by the Town Manager, 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 the Middleborough Town Manager on _____.

RENTAL FEES FOR USE OF TOWN FACILITIES & 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 Town Manager. The following definitions apply in determining fees:

Rental Exception #1. 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. Applications by Middleborough Governmental boards, committees or commissions for regularly scheduled meetings are not required.

Rental Exception #2. Any civic organization, individual, business, or group of individuals who are utilizing the building/grounds for fund raising or the direct benefit of the Town, and the activity is setup and run by a Town department, or committee does not pay rental fees for the use of the building/grounds. However, use of Town buildings/grounds without fees by any fund-raising, charitable, or non-profit organizations with events or meetings not expressly setup and run by a Town department, or committee violates the Massachusetts Constitution.

Security Exception #1. In the event a board, committee or commission has a scheduled evening meeting the security fee is 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. However, the building must be vacated at the conclusion of the board, committee or commission meeting. Please note: Theatrical rehearsals are not considered meeting-type purposes and fees will be charged accordingly, see next page.

Security Exception #2. The only other 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.

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.

Any donation to the building fund would not be unwelcome.

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 (12/15/2015)

<u>Meetings & Gatherings:</u>	<u>Residents</u>	<u>Non-Residents</u>
Grand Ballroom, Oliver Estate House, and/or Oliver Estate Grounds	\$100.00 per 8 hour period.	\$350 per 8 hour period.
Non-Profit Organizations wishing to use the Grand Ballroom	\$100.00 (Prior \$150) per 8 hour period.	\$200.00 per 8 hour period.
*First floor meeting, conference room	\$20.00 per 8 hour period	\$40.00 per 8 hour period
**Town Hall grounds	\$5.00 per 8 hour period	\$20.00 per 8 hour period

*Outside activities must request access to inside bathrooms from the Town Manager. In addition, 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.

**Voted by Board of Selectmen on 12/7/15

Theatrical productions:

Rehearsals (Grand Ballroom)	\$150 (Tech week & performance)
Additional rehearsal schedules	\$25.00 per 8 hour period.

CUSTODIAL/SECURITY FEE SCHEDULE

Personnel Costs	One and one-half the current hourly rate of pay of the head custodian: Fy16 \$30 and FY17 \$31. <u>Plus</u> 10% for administrative costs, with a minimum of 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	\$100.00 must be submitted with application of alcohol (cannot be waived)
Refundable Security Deposit	\$500.00 must be submitted with Grand Ballroom as well as the Oliver Estate House and Grounds applications and will be refunded in accordance with the rules and regulations.

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

**APPLICATION AND UTILIZATION AGREEMENT
TOWN FACILITIES AND GROUNDS
MIDDLEBOROUGH, MASSACHUSETTS
*PLEASE SUBMIT PAYMENT WITH APPLICATION***

DATE OF APPLICATION _____
ORGANIZATION/INDIVIDUAL _____
ADDRESS _____
CITY, STATE, ZIP _____ TEL# _____
BARTENDING SERVICE CO-APPLICANT _____
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 (PLEASE CHECK ALL THAT APPLY) _____ TOWN HALL ANNEX MEETING ROOM
_____ TOWN HALL MEETING ROOM _____ GRAND BALLROOM* _____ TOWN HALL GROUNDS
_____ GREEN SCHOOL _____ OLIVER ESTATE HOUSE _____ OLIVER ESTATE FRONT LAWN
_____ OLIVER ESTATE FORMAL GARDENS _____ OLIVER ESTATE CONSERVATION OPEN SPACE**

If using grounds, will building access be required for sanitary facilities (? _____)
*Note – There is no air conditioning available in the Grand Ballroom and Oliver Estate
**Note - Oliver Estate Conservation Open Space is not currently available

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 (for Grand Ballroom, Oliver Estate House, and Oliver Estate Grounds) \$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 Town Manager (date) _____ Fees Waived _____ Fees Due _____

I/we _____ hereby acknowledge return of our \$500.00 refundable payment.

**APPLICATION AND UTILIZATION AGREEMENT
TOWN FACILITIES AND GROUNDS**

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.

The undersigned organization or party applying for the use of Town of Middleborough facilities and/or grounds, in consideration of the use of Town facilities and/or grounds, hereby agrees to indemnify and hold harmless the Town of Middleborough and its officers, employees and agents from any claims asserted by any person for damages for personal injuries including loss of life and/or for loss of property and arising from or related to an event or incident occurring on or about the Town facilities and/or grounds in use by the undersigned during the time of such use.

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.

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.

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 (if applicable) in the amount of \$500.00 refundable to me/us within two weeks after the event if, in the sole judgement of the Town Manager, 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:

**APPLICATION AND UTILIZATION AGREEMENT
TOWN FACILITIES AND GROUNDS**

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 Town Manager’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
FUNCTIONS USING TOWN-OWNED FACILITIES AND GROUNDS**

Exception. There is no insurance requirement for meetings, nor for functions sponsored by Town officials and boards. In-Town non-profit organizations operating for the benefit of the Town may receive an insurance waiver from the Town Manager. Private functions must submit a copy of their home owner’s insurance, comparable renter’s insurance, or a one-day insurance certificate. Private businesses are not eligible for waiver.

The Lessee (individual, company, organization, etc.) shall provide an “Acord” form certificate of insurance showing they carry, at a minimum, the following (while also naming the Town of Middleboro as an Additional Insured on the General Liability policy):

- General liability, including Bodily Injury and Property Damage on an occurrence form basis with limits as follows –

Each Occurrence	-	\$1,000,000
Personal Injury	-	\$1,000,000
General Aggregate	-	\$2,000,000
Products & Completed Ops Aggregate	-	\$2,000,000

- Automobile Liability, including Bodily Injury and

Property Damage (or combined single limit) - \$1,000,000 per occurrence.

- Workers’ Compensation in accordance with Massachusetts laws.
- Liquor Liability Insurance \$1,000,000 per claim (minimum).