

# APPLICATION FOR NON-MUNICIPAL USE

## Community Use and Short-Term Rentals

This application applies to the use of the Community Hall building and grounds and 18 Jacobs Road building and grounds. Please obtain and read the *Town of Heath Requirements for Use of Town Buildings* before signing all three sections included with this application.

- Application
- Use of Alcohol and Service of Alcohol by the Lessee on Town Property (even if not served)
- Release of Claims, Indemnity and Hold Harmless Agreement

The three completed forms may be submitted in person or by email attachment to the Town Coordinator at the Town Office in Sawyer Hall, or by dropping in the Town drop box to the right of the Post Office entry, or by mailing to School Building Use Committee, c/o PO Box 35, Heath MA 01346. Note: Please just submit the three required forms, not Section 4 of this document.

### Application

Name of Applicant Heath Firefighters Association

Name of Second Responsible Adult, if required Tim Lively - Assn. Secretary

Name of Organization Same as above

Address PO Box 107

Daytime Phone# 413-834-1472 Email livelytim53@gmail.com

Purpose of Event Drive-Thru pancake breakfast

Category

Funeral or Memorial Event (No Fee)  Private Rental  Community Use

Frequency

**One-time only** Date of event May 1 2021 Expected attendance (maximum) only assn. members in building  
Start time 06:00 End time 12 NOON  
 **Regular use** How Often \_\_\_\_\_ Expected attendance (maximum) \_\_\_\_\_  
Start time \_\_\_\_\_ End time \_\_\_\_\_  
Start date \_\_\_\_\_ End date \_\_\_\_\_

Police Detail required? Yes  No

Will minors attend without parents? Yes  No

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## Application (continued)

Location and Resources Requested:

### Community Hall

Upstairs       Downstairs       Include Kitchen       Kitchen Only

### 18 Jacobs Road

Gym       Kitchen       Cafeteria       Nurses Office  
 Conf Room       Office 1       Admin Office       Room 118  
 Room 119       Room 121       Room 122       Room 124  
 Room 126       Room 130       Atrium

I (We) have read the *Town of Heath Requirements for Use of the School Building* and agree to abide by the requirements.

“The undersigned assumes all and exclusive responsibility for the preservation of order and sole and exclusive liability for the injury of the persons and damage to property, loss of property that may result from the use of the Heath School Building and its property and for the observance of all rules and regulations of the Town of Heath and acknowledges receipt of the rules and regulations regarding the use of the Heath School Facilities and its property.”

Applicant's Signature Timothy Swely Date 3/17/2021

Signature of Additional Adult (if req'd) \_\_\_\_\_ Date \_\_\_\_\_

## APPLICATION FOR NON-MUNICIPAL USE

### Use of Alcohol and Service of Alcohol by the Lessee on Town Property.

A. SERVICE OF ALCOHOL TO ANYONE UNDER THE AGE OF 21 IS EXPRESSLY PROHIBITED BY LAW. "Service" is defined by law as not only serving alcohol to a minor, but also creating a situation in which a minor can reasonably gain access to alcohol (such as leaving an untended bar, keg, et cetera.) ANY CONSUMPTION OF ALCOHOL BY MINORS ON THE PREMISES IS EXPRESSLY PROHIBITED. Should the Lessor determine that circumstances exist that may lead to the consumption of alcohol by minors on the Property, this agreement shall terminate immediately, and the Lessee must immediately vacate the property. Any security deposit or other funds held by the Lessor will be forfeit by the Renter or Lessee;

B. Any alcoholic beverages brought onto the Property for the purpose of service to guests of the Renter or Lessee must be supervised by the Renter or Lessee or his/her designee at all times during the event, especially if attendees of the event include persons under the age of 21;

C. Alcohol may be served according to local law at events on the Property. The Renter or Lessee is responsible for obtaining and acquiring any necessary permits required to serve alcohol on the Property during any event. A copy of any permits so obtained must be given to the Lessor before the commencement of the event;

D. The Lessor makes no guarantees that appropriate permits for the service of alcohol on the grounds are, or will be made, available by town officials. The failure of the town to issue said permits shall not be grounds for termination of the Agreement;

E. Any sale or service of alcohol without the required permits will result in the immediate termination of the Agreement and will require the Renter or Lessee to vacate the Property immediately. All security deposits and funds paid to the Lessor will be forfeit by the Renter or Lessee should this occur;

F. The Renter or Lessee is solely responsible for any accidents, incidents, or damage incurred by a guest of the Lessee who has been served alcohol at any event held on the Property. The Renter or Lessee hereby agrees to indemnify and hold harmless the Lessor for any such events caused by an intoxicated guest.

*Alcohol will be served at the event for which I am applying to use town property.*

Yes I have read and agree to abide by this policy.

No Alcohol will not be brought in or served.

All applicants must sign regardless of response above.

Print Name Timothy Lively

Signature Timothy Lively

Date 3/17/2021

# APPLICATION FOR NON-MUNICIPAL USE

## Release of Claims, Indemnity and Hold Harmless Agreement

The Town of Heath is pleased to offer you the opportunity to make use of the buildings and grounds at 18 Jacobs Road. 18 Jacobs Road is offered as is with no guaranty as to its suitability for any particular purpose. The below Release of Claims, Indemnity, and Hold Harmless Agreement absolves the Town of Heath and its officials, employees, and volunteers from liability or responsibility for any harm or injuries you may suffer during or as a result of your use of 18 Jacobs Road. It also provides that the Town will not be liable or responsible for harm to others resulting from your participation in this project. Please consult with an attorney if you have any questions regarding this document.

I, Heath Firefighters Association, in consideration of the opportunity to make use of the buildings and/or grounds at 18 Jacobs Road for myself and/or my organization, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Heath, its employees, agents, and officers (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, for known and unknown personal injuries or illness which I and/or my organization may have as a result of my use of the building and/or grounds at 18 Jacobs Road, and all activities related thereto.

I further acknowledge that participation in activities at 18 Jacobs Road is voluntary and may expose me, or my property and/or the property of my organization to the risks resulting from the use of 18 Jacobs Road by myself and others. I therefore also promise on behalf of myself, and/or my organization, to INDEMNIFY, REIMBURSE, DEFEND AND HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including claims for damages, costs and attorneys' fees arising illness or from exposure to any illness or personal injuries to myself or others or property damage resulting from my participation and/or organization in activities at 18 Jacobs Road.

I hereby further covenant for myself, my successors and assigns and/or my organization, its successors and assigns not to sue the said Releasees on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the above mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent on behalf of myself and/or my organization to release the above mentioned parties from liability relating to any exposure to illness or accident and resulting illness, injuries and/or death that may occur while participating in activities at 18 Jacobs Road.

Witness my hand and seal this 17<sup>th</sup> day of March 2021.

Print Name Timothy Lively Assn. Secretary

Signature Timothy Lively

**THIS FORM MY NOT BE ALTERED**