

Application for Non-Municipal Use

Community Use and Short-Term Rentals

Applicants are responsible for reading *Town of Heath Requirements for Use* which outlines types of use and fees before signing and submitting the following three forms:

1. Application for Community Use and Short-Term Rentals
2. Use of Alcohol and Service of Alcohol by the Lessee on Town Property (even if not served)
3. 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.

1. Application for Use

Name of Applicant Susan M Gruen.

Name of Second Responsible Adult, if required Jeanne Bruffee.

Name of Organization Textiles with Young Weavers.

Address 3 East Main Street Heath, MA 01346

Daytime Phone# 413-337-4235 Email gruenfam@verizon.net

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

If Community Use, List Purpose Weaving with local students.

Frequency
 One-time only Date of event May 9th Start time 9:30 End time 12⁰⁰
 Regular use Interval _____ (weekly, fortnightly, monthly, every other month)
TBD. Start time _____ End time _____
Start date _____ End date _____

Expected attendance (maximum) 6-8

Police Detail required? Yes No

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1. Application for Use (continued)

Will minors attend without parents? Yes No

Space Requested, check all that apply:

Community Hall

Upstairs Bathroom Only
 Downstairs Include Kitchen Kitchen Only

Municipal Building at 18 Jacobs Road

<input type="checkbox"/> Gym	<input type="checkbox"/> Kitchen	<input type="checkbox"/> Cafeteria	<input type="checkbox"/> Nurses Office
<input type="checkbox"/> Conf Room	<input type="checkbox"/> Office 1	<input type="checkbox"/> Admin Office	<input type="checkbox"/> Room 118
<input type="checkbox"/> Room 119	<input type="checkbox"/> Room 121	<input type="checkbox"/> Room 122	<input type="checkbox"/> Room 124
<input type="checkbox"/> Room 126	<input type="checkbox"/> Room 130	<input type="checkbox"/> Room 135	<input type="checkbox"/> Atrium
<input type="checkbox"/> Grounds Only	<input type="checkbox"/> Grounds only with Bathrooms		

I (We) have read the *Town of Heath Requirements for Use* 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 Suzon M. Owen Date 4/12/2021

Signature of Additional Adult (if req'd) _____ Date _____

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2. 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 Susan M. Gowen

Signature Susan M. Gowen

Date 7/12/2021

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Release of Claims, Indemnity and Hold Harmless Agreement

The Town of Heath is pleased to offer you the opportunity to make use of the Community Hall and the municipal building and grounds at 18 Jacobs Road. These town properties are 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 the property specified in this application. 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, Susan M. Green, in consideration of the opportunity to make use of the property specified in this application 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 the property specified in this application, and all activities related thereto.

I further acknowledge that participation in activities at the property specified in this application are voluntary and may expose me, or my property and/or the property of my organization to the risks resulting from this use 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 the property specified in this application.

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 the property specified in this application.

Witness my hand and seal this _____ day of _____.

Print Name Susan M. Green

Signature Susan M. Green

“TEXTILES WITH YOUNG WEAVERS”

HEATH COMMUNITY HALL

DATE: May 9th, 2021 Sunday

PROPOSAL

- **Program will start with 3 students that have woven during the past summer and have 2 years experience weaving.**
- **2 teachers Susan Gruen and Jeanee Bruffee**
- **Both teachers are fully immunized against Covid 19**
- **Program will be from 9:30 am to 12 noon**
- **All students and teachers will wear masks during the program hours.**

At the beginning of the program, each student will be asked if they are feeling well.

Students will be instructed to wear a face mask during program.

All attendees will sanitize their hands before entering the Community Hall.

A sign-in book will be used to confirm those participating in the program.

Each student will bring their own loom to class.

Each student will have a designated, separate table they will weave on.

Each table will be separated by a 6 to 8 foot distance, they will also have their own chair. *(with changes to distancing in the future this may be changed)

Instructions will be given for their project. Teachers will visit each student to answer any questions or give hands on instructions.

Those students wishing to use the lavatory will be escorted by a teacher to the downstairs bathroom.

At approx. 11:30/11:45, there will be a general clean up. Students will pack up their own looms and yarns. Teachers will clean the tables and chairs.

The bathroom will be inspected and cleaned as necessary.

***We will use any cleaning products offered by the town or will supply our own.**

Any suggestions will be gladly accepted to this proposal

Susan M Gruen

Students will be escorted from the building.

The building will be locked and secured.