

Application for Short-Term Private and Community Rentals Heath Town Buildings

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 Short-Term Private Rentals and Community Use
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 Jonathan Diamond

Name of Second Responsible Adult, if required Sage Cronan-Townsend

Name of Organization Hilltown Youth Performing Arts Programs

Address 49 Conway St. Shelburne Falls, MA 01370

Daytime Phone# 413 625-2100 Email jonathan@crocker.com

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

Purpose

Performing Arts Summer Program

Frequency

One-time only Date of event _____ Start time _____ End time _____

Regular use Interval daily, M-F & 2 Saturdays (weekly, fortnightly, monthly, every other month)

Start time July 10 8:30AM End time Midnight

Start date July 10 End date Aug 10

Expected attendance (maximum) _____

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Police Detail required? Yes ___ No

1. Application for Use (continued)

Will minors attend without parents? Yes No ___

Space Requested, check all that apply:

Community Hall

Upstairs Downstairs Include Kitchen Kitchen Only

Municipal Building at 18 Jacobs Road

<input checked="" 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 checked="" type="checkbox"/> Room 126	<input type="checkbox"/> Room 130	<input type="checkbox"/> Room 135	<input type="checkbox"/> Atrium

Grounds Only Grounds only with Bathrooms *as specified in agreement*

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 *Sara Cronan - bursar* *[Signature]* Date *6/5/21*

Signature of Additional Adult (if req'd) *[Signature]* Date *6/5/21*

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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 Jon & Tithan De Amorim

Signature [Handwritten Signature]

Date 6/14/21

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3. 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, Jonathan Diamond, 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 1 day of June.

Print Name JONATHAN DIAMOND

Signature 

REQUIREMENTS FOR SHORT-TERM PRIVATE AND COMMUNITY RENTALS
HEATH TOWN BUILDINGS

- Exclusive outdoor rental, not including any use of the building, is charged at \$30 per hour or \$30 per block depending on requester.
- Exclusive outdoor rental plus access to building bathroom facilities is \$50 per hour or \$50 per block depending on requestor.

4. Security Deposit

The applicant is responsible for paying for repairs for any damage occurring to the building as a result of use by any participants in his or her event. This includes during preparation for and clean up following the event. A security deposit of \$50 or 30% of the rental fee, whichever is greater, is required for the rental of the facility and should be **submitted as a separate check from the fee**

There is no security deposit required for short-term or limited community use.

Security deposits are returned when Heath Building Use Committee is satisfied that any damage and/or cleanup has been taken care of by the renter and the key has been returned.

5. Insurance and Safety

Users are responsible at all times for the observance of fire and safety requirements and building capacity limitations as posted on the building.

For Community Use and Private Rental, a signed Release of Claims Waiver is required (included in the application).

Users not affiliated with the Town of Heath may be required to submit a certificate of liability insurance which names the Town of Heath as an also insured, prior to facility use.

Police may be required for all non-municipal events with an estimated attendance exceeding 100. It is the responsibility for the user to notify the Chief of Police if the estimated attendance exceeds 100 and to cover the cost of the police coverage if it is determined to be necessary. Police detail expenses are payable directly to the Town of Heath and must be paid before the event.

6. Smoking and Alcohol Use

There is no smoking of any kind or vaping allowed on any town property.

Alcohol may be served in accordance with the state law and town policy. Page 2 of this application (Use of Alcohol and Service of Alcohol by the Lessee on Town Property) must be completed regardless of whether alcohol will be served.

7. Care of the Building and Clean Up

All users are responsible for clean up and trash removal after their event or program and arranging the area in the way it existed prior to their use of it. (see After Use Checklist.) If the user fails to clean up or remove trash in accordance with the After Use Checklist, the cost of the clean up and trash removal will be deducted from the security deposit and/or otherwise charged to the user, and may affect the future availability of the space to the user.

Food and beverages of any kind are not permitted in the gymnasium or library.

REQUIREMENTS FOR SHORT-TERM PRIVATE AND COMMUNITY RENTALS
HEATH TOWN BUILDINGS

Users signing up for use of the kitchen and its equipment must be trained by a person designated by the Heath Building Use Committee. A person with ServSafe certification may be required to be present during certain uses of the kitchen, such as when food being prepared in the kitchen is being sold or made for the public.

No marking, driving nails or other defacing of the building or grounds or its contents is permitted.

8. Supervision and User Conduct

Applicants receiving permission to use Town of Heath property shall be directly responsible for the proper conduct of persons in the occupied facility and grounds, and must provide sufficient adult supervision of users who are minors. A minimum of two responsible adults is required for any event that includes any unaccompanied minors. The HBUC reserves the right to require more supervisors depending on the size of the event and the number and age of minors expected to participate.

Applicants and participants must adhere to all applicable State and Local Laws including but not limited to no smoking within the facility or on the grounds, no alcohol being served to minors, and no sale of alcohol without a permit from the town (see alcohol use policy on page 2 of the community and short-term use application).

Use of the facility shall terminate no later than twelve o'clock midnight unless special permission is obtained at the time the application is approved.

In addition to providing adequate supervision, applicants are responsible for not exceeding the allowed capacity of the space(s) being used and for ensuring that spaces not rented are not used by any attendees. If spaces not rented are used in any way, the rent for those spaces will be charged to the user and/or subtracted from the deposit. The Town of Heath reserves the right to limit the number of people in any particular space for safety reasons.

9. Keys and Building Security

When the application for use has been approved, and prior to the event, arrangements will be made for obtaining and returning the building key(s).

If the applicant is issued a key to the building, it must be returned upon the completion of the event, either to the member of the HBUC from whom the key was obtained or to another committee member designated prior to the event, or to the drop box located in the facility. Arrangement for the return of the key must be agreed upon prior to the event. The security deposit will not be returned and/or further use of the building will be denied until the key is returned.

Applicant agrees not to disclose the security code if authorized access. Any applicant who passes along the key or security code to another person will not be authorized to receive a key in the future and may lose their right to use the building in the future.

Due to fire regulations doors cannot be propped or pegged open at any time.

10. Cancellation

Notification is required 10 days prior to the date of the event to receive a full refund.

**Agreement between Heath Building Use Committee and
Jonathan Diamond (Renter) for Use of Portions of the Town
Building and Grounds at 18 Jacobs Road.**

For a fee of \$3,600 (\$75.00 per room per day, for a total of 24 days) payable no later than July 1, 2021, Jon Diamond is granted use of the following spaces at 18 Jacobs Road for Hilltown Youth Performing Arts Programs:

- Exclusive use of the gym and Rm 126
- Basketball court,
- Four-square court,
- Fenced in outdoor area adjacent to Rm 126
- Bathrooms closest to Cafeteria (for students)
- Bathroom closet to main entrance (for adults)

For the following times and dates:

- Saturday, July 10, 2021, 8:30 A.M.-12 Midnight
- Monday – Friday, July 12 – August 10, 2021, 8:30-A.M.-12 Midnight
- Saturday, August 7, 2021, 8:30 A.M. – 12:00 midnight

This agreement allows for students to be on site for programming until midnight on Saturday, July 10, 2021 and Saturday, August 7, 2021, and Monday – Friday, July 12 – August 10, 2021 between the hours of 9:00 AM and 3:30 PM. Staff and adult volunteers may be on site Monday – Friday, and the two designated Saturdays from 8:30 – 12 Midnight. Staff members and volunteers are permitted to have their children or siblings with them when they are working outside of program hours as long as the children and siblings are under the direct supervision of their family members.

In addition, with prior arrangement with a designated BUC contact person, and without an additional fee, the renter may schedule an occasional rehearsal after regular program hours provided that it does not conflict with any other scheduled use of the building. No elementary aged children may be present without a parent or guardian after 9:30 PM.

Also, with prior arrangement and without additional fees, staff and volunteers (and their children and siblings) may work in the gym or

Rm 126 on weekends as long as their work does not interfere or conflict with others using the building. This would include such small scale activities as staff meetings and set and show prep. Any additional large scale activities, such as evening or weekend performances or dress rehearsals, would be arranged under a separate agreement and be charged a separate fee. (Performances or rehearsals may be scheduled during regular program hours without prior notice or additional fees.)

This agreement also allows for use of the scaffolding in the gym, outdoor picnic tables, and for the storage of some equipment on the stage of the gym for the duration of the program, and permits the renter to put up tents in the fenced yard adjacent to Rm 126, over the basketball court and four-square court for the duration of the program. The renter agrees to allow others the use of the tents when they are not in use by the renter.

The renter will submit a security deposit of \$1200 on a separate check will receive a key to the premises for the duration of the program.

The agreement is limited to the times, areas and equipment specified unless permission is given by a member of the ~~School~~ Building Use Committee prior to use. Additional fees may apply.

The Renter understands that the building will be in simultaneous use by other parties at certain times during the program dates and that his use of the portions of the building and grounds designated in the agreement shall not interfere with the use of other portions of the facilities by other users and that COVID-19 protocols and precautions will be required to keep separate building users isolated from one another. (i.e., using different entrances rooms, and bathroom facilities).

Finally, the Renter agrees to run this program according to all state requirements and protocols for COVID-19 safety, which he outlined in the proposal he submitted to the Select Board, the Board of Heath and the Heath Building Use Committee and that the Select Board approved on April 20, 2021. The Select Board reserves the right to close the building to all use in the event of there being an active COVID case among any of the building users or an increase in cases in the community.

In addition:

1. Before July 1, 2021, Renter will provide the Town with a certificate of insurance that specifies the dates of coverage and that names the Town of Heath as being also insured.
2. All requirements for building use as stipulated in the document, "Town of Heath Requirements for Use of the School Building and Application" are observed.
3. An application form is signed by Renter and one other responsible adult and submitted along with any and all required waivers and agreements before July 1, 2021.
4. Trash is removed by the renter daily.
5. Any and all minors must at all times be under direct supervision of two responsible adults or of the minor's parent, guardian or a sibling aged sixteen years or older.
6. Renter and the co-signer of the Application sign a Release of Claims, Indemnity and Hold Harmless Agreement absolving the town and its officials, employees, and volunteers from liability for any harm, injuries, illness or exposure to illness organizers and participants may suffer as a result of their participation in the project.

Failure to uphold all the stipulations and conditions of this agreement will result its immediate cancellation without refund of the fee.

Signature of Heath Building Use Committee Member, Pamela Porter

Pamela Porter

Signature

6/1/21

Date

Signature of Jonathan Diamond

[Handwritten Signature]

Signature

6/1/21

Date