

Request for Municipal Use of Heath Town Buildings
Community Hall and Jacobs Road

Today's Date 8 MAY 2022

Name John Clark Phone Number 337 6683

Your town affiliation HEATH

If event is sponsored by a town entity:

Town sponsor affiliation HISTORICAL COMMISSION

Name and email address of sponsor (committee chair, town employee, town official)
HEATHER HATHWELL?

Purpose of use CONCERT by "the UNCLES"

One-time only Date of event 25 SEPT. Start time 2 PM End time 5 PM

Regular use Interval _____ (weekly, fortnightly, monthly, every other month)

Start Time _____ End Time _____

Start Date _____ End Date _____

Other _____

100 Number of participants expected.

Space Requested. Check all that apply.

Community Hall: Upstairs _____ Downstairs _____ Kitchen _____

Jacobs Road: _____ Atrium _____ Cafeteria _____ Gym _____ Kitchen _____

_____ Rm 119 _____ Grounds with Bathrooms _____ Ball fields _____

Other, please specify _____

(Committee Use Only)

Approved by _____ Date _____

Application for Private and Community Use of Heath Town Buildings

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 John Clark

Signature 

Date 4 June 22

Application for Private and Community Use of Heath Town Buildings

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, John Clark, 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.

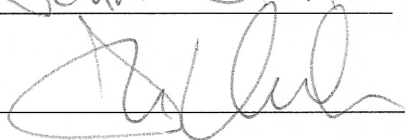
I am fully aware that by signing this document I am releasing the above-mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent on behalf of myself and/or my organization to release the above-mentioned parties from liability 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 4 day of June 22.

Print Name _____

John Clark

Signature _____



Hello Pam,

I'm finally able to respond to your e-mail, I've been out straight.

Part of the mission of the HHC, as with other commissions in Massachusetts, is to work to keep our historic districts and buildings active, utilized and preserved. As stated in the past two Town Reports, we have been focussing on the Community Hall. As you know, there is a long history of community cultural events and activities that have taken place in the Hall such as square dances, concerts, Dining With History, art exhibits and others. This storied history goes back over 200 years. We will continue to encourage and sponsor such events and activities to bring our community together in our historic building, within our historic center.

Sincerely,

Jayne Dane, Heather Hathwell, co chairs
Susan Gruen, Nina Marshall