

## Application for Private and Community Use of Heath Town Buildings

1. Application for Short-Term Private Rentals and Community Use
2. Town of Heath Terms of Use
3. Use of Alcohol and Service of Alcohol by the Lessee on Town Property (even if not served)
4. Release of Claims, Indemnity and Hold Harmless Agreement
5. Sponsorship Form (only for Town Sponsored Events)

The completed forms may be submitted by email attachment to the Heath Building Use Committee at [lyrajohnson@yahoo.com](mailto:lyrajohnson@yahoo.com), or in person at the Town Office at 18 Jacobs Road, or by mailing to the **Building Use Committee, PO Box 35, Heath MA 01346**. Checks can be made to the **Town of Heath**.

### 1. Application for Use

Name of Applicant \_\_\_\_\_

Name of Organization (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_

Email \_\_\_\_\_

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

Town Sponsored Use (No Fee) \_\_\_\_\_

Frequency \_\_\_\_ One-time only

Date of event \_\_\_\_\_ Start time \_\_\_\_\_ End time \_\_\_\_\_

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

Start time \_\_\_\_\_ End time \_\_\_\_\_

Start date \_\_\_\_\_ End date \_\_\_\_\_

Expected attendance (maximum) \_\_\_\_\_ Police Detail required? Yes \_\_\_\_ No \_\_\_\_

Will minors attend without parents? Yes \_\_\_\_ No \_\_\_\_

If yes, Name of Second Adult Supervisor \_\_\_\_\_

Space Requested, check all that apply:

Community Hall \_\_\_\_ Upstairs \_\_\_\_ Downstairs \_\_\_\_ Kitchen \_\_\_\_ Kitchen Light Use

Municipal Building at 18 Jacobs Road \_\_\_\_ Gym \_\_\_\_ Kitchen \_\_\_\_ Kitchen Light Use

\_\_\_\_ Cafeteria \_\_\_\_ Room 119 \_\_\_\_ Atrium \_\_\_\_ Entire Grounds

How did you hear about us? \_\_\_\_\_

## **2. Town of Heath Terms of Use**

### **A. Fees**

Fees are determined and will be communicated to you by the BUC based on the fee schedule and the nature of the request. Fees and a security deposit are required before the date of your event.

### **B. 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 at their 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 at the your rental payment is made**. 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.

### **C. Cancellations**

For a full refund, cancellation is required 10 days prior to the date of the event. With less than 10 days' notice, half the fee will be refunded. In either case, renters may request to reschedule the event without loss of the fee. There is no refund or option to reschedule if the event is canceled without notice.

#### **D. Care of the Building and Clean Up**

The Town of Heath does not provide extra custodial services. All users are responsible for set up, 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 Checklists*). 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. No marking, driving nails or other defacing of the building or grounds or its contents is permitted.

#### **E. Kitchen Use or Rental**

Applicants signing up for use of the kitchen and its equipment may need to 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.

#### **E. 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. 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.

#### **F. 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. A signed ***Release of Claims Waiver*** is required (part of application form). 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 also insured, prior

to facility use. Police may be required for events with an estimated attendance exceeding 100. It is the responsibility of the user to notify the Chief of Police if the estimated attendance might exceed 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.

**G. 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. The section ***Use of Alcohol and Service of Alcohol by the Lessee on Town Property*** must be completed regardless of whether alcohol will be served (part of application form).

**H. 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, to a HBUC 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.

I (We) have read the Town of Heath Terms of 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 \_\_\_\_\_ Date \_\_\_\_\_

Signature of Second Adult Supervisor (if req’d) \_\_\_\_\_ Date \_\_\_\_\_

### 3. 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 \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### 4. 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 Jacobs Road Municipal Building. These town properties are offered as is with no guarantee 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, \_\_\_\_\_, 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 \_\_\_\_\_

Signature \_\_\_\_\_

## 5. Town Sponsorship Form

Event Name: \_\_\_\_\_  
(event name as it appears on the event application)

Event Organizer: \_\_\_\_\_  
(person or persons organizing the event as it appears on the application)

Name of Town Body Sponsoring the Event: \_\_\_\_\_  
(name of board, committee department, or official that is sponsoring the event)

Name of Representative: \_\_\_\_\_  
(name of representative within the sponsoring body—signatory of this form)

Email Address of the Representative: \_\_\_\_\_  
(email address of representative within the sponsoring body—signatory of this form)

*This section must be filled out and signed by the representative of the sponsoring town body.*

Please briefly explain your vision of how this event fits your goals and your charter:

\_\_\_\_ I have verified that the event organizer is aware of the *Town of Heath Requirements for Use*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(representative of the sponsoring body)