

Town of Heath Requirements for Use of the School Building

Version 1.1 Approved by Select Board, October 15, 2019
(This document may be amended at the Select Board's discretion.)

1. General

The former Heath Elementary School, located in Heath at 18 Jacobs Road, is a town-owned building and is available for use by the community for municipal, private, and community-related events in accordance with the *Heath Building Use Policy*. Interested users may obtain a copy of the policy at the Town Office in Sawyer Hall, 1 Main St, Heath, MA, on the town website, www.townofheath.org, on the Select Board or School Building Use Committee webpage. Use of the building by the Town and its Boards and Committees takes precedence over other requests.

2. Applications

Long Term Lease or Permanent Municipal Use

Applications for a long-term lease or rental, or permanent use of the building or any portion of it must be submitted in writing directly to the Select Board for their review and approval.

Municipal Use Applications

Applications for Municipal Use may be made in any of the following ways:

- Phoning or emailing the committee chair, Pam Porter at pam_porter@verizon.net or 413 337-5525
- Calling Requests Manager, Lyra Johnson-Fuller at 413-337-4059
- Contacting Pat McGahan at patricia.mcgahan01@gmail.com or calling 413-337-4078
- Emailing or dropping off a completed Municipal Use Application form with the town coordinator.

The application form for Municipal Use may be obtained at the office of the Town Coordinator, Sawyer Hall and is also available on the School Building Use Committee page of the town website, townofheath.org.

Applications for Community Use and Short-Term Rentals

The Application for Community Use and Short-Term Rentals is submitted to the School Building Use Committee (SBUC). This application form is available at the end of this document or by downloading it from the town website at SBUC webpage, or by requesting a form from the Town Coordinator at Sawyer Hall.

Applications for Community Use and Short-Term Rentals must be received at least 14 days prior to the planned event. Occasional exceptions may be made. Questions concerning availability and use of the building may be directed to the Requests Manager Lyra Johnson-Fuller, 337-4059 or the Committee Chair at pam_porter@verizon.net or 413 337-5525.

Completed applications may be submitted in person or by email attachment to the Town Coordinator at the Town Office in Sawyer Hall, or by dropping them 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.

Most Applications are reviewed and approved by the Requests Manager as they are received.

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Applications submitted by groups or individuals wishing to make use of the building on a regular or sustained basis (for example for a weekly class or other gathering) will be negotiated with the SBUC in a face to face meeting. Such applicants may apply to the Select Board for long-term storage of equipment or materials required for their activity. Fees will apply. A certificate of insurance may be required.

Applicants are responsible for inspecting the facilities to determine their suitability for the purpose for which they are to be used. The Town of Heath makes no warranty regarding the suitability of any facility for non-school usage.

3. Fees

There is no charge for municipal use or a funereal reception. Fees for Private Rentals are due prior to the use of the building. Donations collected for Community Use are submitted immediately following the event.

Facility rental fees are established by the Select Board. Fees may be waived or mitigated only by the Select Board at their discretion and must be arranged for prior to the date of use.

Community Use

- A donation of \$5/per person or \$25 per organization per use is encouraged
- Any Community Use donations may be delivered immediately following the scheduled event to the Town Coordinator, SBUC Committee Chair, Pam Porter, or to the Requests Manager, Lyra Fuller-Johnson.
- Fees may be reduced or waived by the SBUC for events that benefit the community.

Private Use

- Charges apply for all private use. Checks are payable to Town of Heath.
- For commercial businesses and people who do not live in and/or pay taxes to the Town of Heath, fees are applied on an **hourly basis**.
- For nonprofits, residents and taxpayers, fees are charged according to a **block system**. Each block is from 1-4 hours long. For example, for all but the kitchen, the cost for 1-4 hours is \$30, 4-8 hours, \$60 and 8-12 hours, \$90.
- Rental of grounds only is \$30 per hour or \$30 per block depending on requester.
- Rental of the grounds plus bathroom facilities is \$50 per hour or \$50 per block depending on requestor.
- Exclusive use of the grounds depends on whether other events are on the calendar for a given day and on the status of other long-term licenses or town uses.

Summary

Space	Business, non-resident, non-taxpayer	Nonprofit, resident, taxpayer
Classroom, Gym, Cafeteria,	\$30/hour	\$30/block
Kitchen	\$50/hour	\$50/block
Grounds and bathroom facilities	\$50/hour	\$50/block
Grounds only	\$30/hour	\$50/block

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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 School Building Use Committee is satisfied that any damage and/or clean up 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.

For Community Use and Private Rental, a signed Release of Claims Waiver is required.

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. 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 manner in which 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.

Users signing up for use of the kitchen and its equipment must be trained by a person designated by the School 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.

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7. 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 SBUC 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.)

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.

8. 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 SBUC 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 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.

Doors are not to be propped or pegged open at any time.

9. Cancellation

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

10. Required Forms for Community Use and Short-Term Rentals

Please fill out, sign, and submit the following forms for Community Use and Short-Term Rentals:

- Use of Alcohol and Service of Alcohol by the Lessee on Town Property (even if non serverd)
- Release of Claims, Indemnity and Hold Harmless Agreement
- Application for Community Use and Short-Term Rentals

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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 _____

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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 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, _____, 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 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 from 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 accident and resulting injuries and/or death that may occur while participating in activities at 18 Jacobs Road.

Witness my hand and seal this _____ day of _____.

Print Name _____.

Signature _____

THIS FORM MY NOT BE ALTERED

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Name of Applicant _____

Name of Second Responsible Adult, if required _____

Name of Organization _____

Address _____

Daytime Phone# _____ Email _____

Purpose of Event _____

Category

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

Frequency

_____ **One-time only** Date of event _____ Expected attendance (maximum) _____

Start time _____ End time _____

_____ **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

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

“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 Additional Adult (*if req'd*) _____ Date _____