

OLD TOWN HALL USE POLICY

Old Town Hall Use Policy approved by the Board of Selectmen on August 11, 2014.

1.0 PURPOSE

To communicate the permitted uses, related rules and fees for the Old Town Hall.

NOTE: The Selectmen offer the use of the Old Town Hall to residents and non-resident charitable, civic, governmental, and other groups engaging in activities consistent with the Town's mission to provide the Town with resources and services that promote community activities, as well as private functions.

2.0 AVAILABLE FACILITIES

UPPER HALL (including mezzanine (balcony))

Auditorium seating	150 people
Table seating	120 people
Standing room	154 people

LOWER HALL

Auditorium seating	102 people
Table seating	96 people
Standing room	144 people

STAGE

Standing room	33 people	Seating	24 people
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3.0 RESERVATIONS

3.1 Use of either the upper and/or lower hall will be on a first-come-first-serve basis with final scheduling determined by the Board of Selectmen.

3.2 Reservation requests should be made a minimum of four weeks in advance of the requested date, to allow for consideration and approval by the Board of Selectmen.

3.3 Where the four week advance requirement cannot be observed because the event could not reasonably be anticipated, the Board of Selectmen authorizes the Town Administrator to approve such request at his or her discretion. The Town Administrator may, at his or her discretion, deny such a request pending review by the Board of Selectmen.

3.4 The Board of Selectmen reserves the right to reject a reservation request if the anticipated event is likely to be unreasonably disruptive to regular Town functions, too large for the applicable hall capacity, disorderly, dangerous to persons or property, or in any other way inconsistent with or in contravention of any of the terms and conditions of the Policy. In determining whether such a likelihood exists, the Board of Selectmen may take into consideration the contents of the HALL USE AGREEMENT AND LIABILITY WAIVER, i.e. "application" form, the history of the individual or group's use of meeting facilities elsewhere, and such other information as it may deem appropriate. The Board of Selectmen reserve the right to reject a reservation request for any other reason stated or not stated in this Policy.

3.5 Reservations shall be made through the office of the Board of Selectmen. No individual or group may reserve or use either hall unless they comply in all respects with the provisions of the Policy and submit, in complete and fully executed form, the Old Town Hall USE AGREEMENT AND LIABILITY

WAIVER hereafter known as the “application” and any insurance certificate requested, pursuant hereto. Any false, misleading, or incomplete statement on the “application” form shall be grounds to deny the use of Old Town Hall facility by the individual/group.

3.6 The said written “application” Waiver of Liability, shall also constitute a release by the individual or group and each and all of its members, of any claim against the Board of Selectmen, the Town, and its staff for any injury to persons or damage to property suffered by such individual or group or any of its members during or as a result of the use of the Old Town Hall, except as insofar as such injury or damage is directly and solely caused by the negligence or intentional misconduct of any person belonging to or acting on behalf of the Board of Selectmen, the Town, or its staff.

3.7 Lessee cannot sub-lease any part of the Old Town Hall facility.

3.8 Lessee can only use Old Town Hall facility for the approved use.

4.0 FACILITIES FEES

4.1 Town Departments and Town Committees conducting government business will not be charged a fee.

4.2 Single Use Event (per hall): Resident non-profit and resident civic events will demonstrate an obvious benefit to the Town residents in whole or in part. Four hour minimum hourly charge will be applied (base + hourly). US dollars. **Please see section 7.16 for additional facility use fees.**

Resident/Local Business			Non-Resident/Non-Local Business		
Non-Profit	Civic	Private	Non-Profit	Civic	Private
0 + 10	0 + 10	60 + 10	250 + 50	250 + 50	350 + 50

4.3 Recurring Event (Lower Hall): For meetings and other professional use, the lower hall only is available for use. The majority of the attendees must be a minimum of 21 years of age. The use of this hall by youth groups is discouraged. Hourly charge. US dollars. **Please see section 7.16 for additional facility use fees.**

Resident/Local Business	Non Resident/Non-Local Business
50	100

Holiday and weekend charges may increase at sole discretion of the Board of Selectmen.

Base and hourly fees can be waived at sole discretion of Board of Selectmen.

Section 7.16, part 2 (Liquor Liability) cannot be waived.

Obvious abuse of residents ‘sponsoring’ non-resident events will result in application denial and the resident’s forfeiture of right to request use of the Old Town Hall facility in the future.

Obvious abuse of residents presenting private events as non-profit or civic will result in application denial and the resident’s forfeiture of right to request use of the Old Town Hall facility in the future.

4.4 Kitchen standard rate per event. US dollars.

Resident/Local Business			Non Resident/Non-Local Business		
Non-Profit	Civic	Private	Non-Profit	Civic	Private
0	0	50	75	75	75

4.5 Security Deposit

4.5.1 A security deposit of \$250 (US) per hall will be charged to any individual or group using the Old Town Hall, however the fee shall not apply to Town Departments and Committees conducting Town business. Deposits shall be made by a separate check or money. Deposits can be waived at sole discretion of Board of Selectmen.

4.6.1 The Board of Selectmen retains the right to waive any and all fees at its sole discretion. **Section 7.16, part 2 (Liquor Liability) cannot be waived.**

5.0 DAYS AND HOURS OF AVAILABILITY

5.1 The Old Town Hall is available:
Sunday through Thursday from 7AM-11PM.
Friday and Saturday from 7AM-12 Midnight.
Events shall not exceed use of the Old Town Hall for more than 8 hours in any calendar day.

6.0 APPLICATIONS, RESERVATIONS, AND SCHEDULING

6.1 Applications for Old Town Hall use and reservation requests may be made by completing the Old Town Hall, HALL USE AGREEMENT AND LIABILITY WAIVER, i.e. “application” forms available at the Board of Selectmen office and submitting them to the Town Administrator.

6.2 Reservation requests must be made by adults 25 years or older.

6.3 Reservations may be made no more than 2 years in advance and no less than four weeks in advance of the event date (See 3.3 for the exception to this).

6.4 Reservations shall be considered, subject to provisions of the Old Town Hall Facility Use Policy.

6.5 Cancellations must be received at least ten days in advance of the scheduled event. Cancellation less than ten days in advance of the function shall result in forfeiture of the base fee, if applicable. The Board of Selectmen may waive such forfeiture, in extenuating circumstances, upon written request of the applicant. The Board of Selectmen may suspend hall use privileges for three months for individuals or groups that repeatedly cancel events.

6.6 The Board of Selectmen shall have the right to cancel, reschedule, or switch halls for events that conflict with Town-sponsored programs and/or events. The Town Administrator will make his or her best effort to give advance notice.

7.0 RULES FOR USE

7.1 No group or individual using a hall shall:

7.1.1 Sell or promote any material or service for private profit or gain.

7.1.2 Engage in fundraising activities without having registered with the Public Charities Division of the Attorney General's Office, unless such entity is not required to register with the Attorney General's Office.

7.2 State law prohibits smoking or the use of illegal substances in public Buildings. Individuals or groups shall not allow any disorderly persons to remain or loiter within the Facility, nor permit the use of foul and/or abusive language; nor permit the Facility to be used for any other purpose except as set forth above nor for any unlawful, immoral, or indecent activity; and shall confine their activities to the specific Hall under the terms of the HALL USE AGREEMENT AND LIABILITY WAIVER, i.e. "application."

7.3 Posting or mounting materials on walls, ceilings, light fixtures, columns, doors, or equipment is prohibited.

7.4 Use of rice, confetti, bubbles, or similar items is prohibited.

7.5 No portion of the sidewalks, entries, passages, vestibules, halls, or stairways of the Old Town Hall Facility shall be obstructed by the individual or group or used for any purpose other than for ingress and egress, to and from the Old Town Hall. The doors, stairways, hallways, corridors, and passageways shall not be obstructed. The plumbing (toilets, sinks, faucets, drains, pipes, and the like) shall not be used for any purpose other than that for which they were constructed.

7.6 Individuals or groups are responsible for paying for the replacement or repair, at the Board of Selectmen's discretion, of lost, stolen, or damaged Old Town Hall equipment and furnishings.

7.7 Individuals or groups shall, at their own expense, procure any license or permit necessary for the conduct of their meeting.

7.8 Temporary signage is permitted on the event day(s) and must comply with the Town's Temporary Sign By-Law.

7.9 If, in the opinion of the Board of Selectmen, the presence of a police officer is advisable, the individual or group using the facilities will hire one (or more) Police Officers, at its own expense. Police officers may be hired by calling the Police Department at 978-649-7504 at least two weeks in advance of the event.

7.10 No Individual or group may use the facilities for any purpose that would directly or indirectly violate the civil rights of others as set forth in 42 USC 1983, Massachusetts General Law, Chapter 151B, and Article 1 of the Declaration of the Rights of the Massachusetts Constitution, as well as other Federal, State, or local law.

7.11 At the discretion of the Board of Selectmen, an appropriate number of adult chaperones must accompany minors.

7.11.1 Names of adults responsible shall be included on the HALL USE AGREEMENT AND

LIABILITY WAIVER, i.e. “application” form.

7.12 In issuing posters, press releases, or other publicity, individuals or groups may not state nor imply that their programs are sponsored, co-sponsored or approved by the Town, or the Board of Selectmen, unless the event or program is Town sponsored.

7.13 The Town, the Board of Selectmen, the Town Administrator, and Town employees assume no responsibility for the loss, theft or damage of any property of any group or individual using the Facility.

7.14 Individuals or groups using either the upper or lower hall shall ensure that the maximum capacity of the respective hall use is not exceeded.

7.15 Individuals or groups using the Old Town Hall agree to indemnify and hold harmless the Town and its employees, officers, agents, and representatives from any and all suits, actions, claims, or demands of any nature arising out of or brought on account of any injuries or Damages sustained by any person as a consequence or result of their use of the Old Town Hall, its furnishings, or its equipment. This Policy is part of the HALL USE AGREEMENT AND LIABILITY WAIVER, i.e. “application.”

7.16 Individuals or groups using the Old Town Hall shall be required to obtain private event insurance at the following levels:

- 1) **General Liability** of at least \$1,000,000 Bodily Injury and Property damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town of Tyngsborough must be named as an "Additional Insured".
- 2) **Liquor Liability** (applicable for any renters who are serving alcohol) of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Town of Tyngsborough must be named as an “Additional Insured”
- 3) **Umbrella Liability** of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town of Tyngsborough must be named as an Additional Insured.

7.17 With the exception of those mentioned in Section 4.1, no individual or group shall request or be permitted to use the Old Town Hall for more than fifty aggregate days per application request.

7.18 An individual or group reserving either the upper or lower hall assume full responsibility for providing and paying for special accommodations that are requested by participants in accordance with the Americans with Disabilities Act.

7.19 Individuals or groups wishing to bring equipment into the Old Town Hall must make arrangements at the time the HALL USE AGREEMENT AND LIABILITY WAIVER, i.e. “application” is signed.

7.20 No sporting events or athletic events are allowed. Passive activities such as Yoga and the like are permitted in the Lower Hall only.

7.21 Reservation requests must specify entertainment to be provided per the Board of Selectmen Application for Entertainment (attached to this “agreement”). The Board of Selectmen may approve

entertainment requests not inconsistent with any Federal, State, or local law or regulation, but reserves the right to deny entertainment determined to be detrimental to the Town.

7.22 No performance or any other event presented in the Old Town Hall shall be broadcast by radio or television or by any other means such as social media, cell phone, computer, and the like, without written consent of the Board of Selectmen or Town Administrator.

7.23 Parking is restricted to legal parking areas. There is no on-site parking at the Old Town Hall. There is no parking on Kendall Road. Under no circumstances are vehicles to be driven or parked on the grass area or along the Old Town Hall driveway. Parking is available in the parking area adjacent to the Adams Barn (216 Middlesex Road), the parking areas adjacent to the Winslow School/Littlefield Library (250 Middlesex Road) and Farwell Road between Kendall Road and Middlesex Road.

7.24 The Old Town Hall shall be left in orderly and clean condition. Individuals or groups that do not leave the building in an orderly and clean condition may forfeit their security deposit. Individuals or groups may also be subject to additional cleaning costs.

7.25 Three trash, and four recycling carts, are available for use, to dispose of waste associated with events at the Old Town Hall. Per the Town of Tyngsborough Mandatory Recycling Bylaw, all individuals or groups using the Old Town Hall shall ensure that all recyclable materials are separated and placed in the referenced recycling carts. It is the responsibility of the individual or group using the Old Town Hall to dispose of waste and remove recyclables in excess of these carts.

7.26 No food or beverage shall be stored in or in the immediate vicinity of the Old Town Hall.

8.0 SERVING OF ALCOHOL

8.1 All alcohol shall be served by a TIPS-certified bartender, whether function is public or private. Individuals or groups are responsible for obtaining TIPS-CERTIFIED service personnel. Individuals or members of groups are prohibited from bringing their own personal alcoholic beverages.

8.2 The sale or service of alcohol of any kind at an event where a fee is charged for entry or is open to the general public requires a ONE-DAY LIQUOR LICENSE, issued by the Board of Selectmen. The Board of Selectmen is able to issue up to 30 of these licenses per year. Individuals or groups seeking to use the Old Town Hall and serve alcohol in accordance with this provision shall be responsible for securing the required license.

8.3 Alcohol may be served at private, non-ticketed parties in accordance with the laws of the Commonwealth of Massachusetts, as declared in the HALL USE AGREEMENT AND LIABILITY WAIVER. Alcoholic beverage service at such events shall be provided only by TIPS-CERTIFIED bartenders.

8.4 Individuals or groups using the Old Town Hall agree to defend, indemnify, and hold harmless the Town of Tyngsborough, the Board of Selectmen, the Town Administrator, Town employees and/or agents, from any and all damage, harm, injury, including personal injury to third parties, arising out of, or resulting from or related to, directly or indirectly, the serving of alcohol.

9.0 GENERAL

9.1 Emergencies

9.1.1 Individuals or groups are advised to orient their members to the exit routes available in case of emergencies. In an emergency, the land-line phone is located in the lower hall to the right of the kitchen doors and can be used to dial 911. If attempting to contact the Police Department for emergencies from cellular devices, it is recommended that the Police Department is contacted at 978-649-7504 is contacted directly.

9.2 Facility Closure

9.2.1 In the event that the facility closes for a weather emergency or for any other reason, events are automatically cancelled, and the Board of Selectmen takes no responsibility for notifying participants.

9.3 Exceptions to these REGULATIONS may be made at the discretion of the Board of Selectmen as it deems in the best interest of the Town.

10.0 ASSIGNMENTS

10.1 The applicant shall not assign any part or all of the HALL USE AGREEMENT AND LIABILITY WAIVER, i.e. “application.” without the prior consent of the Board of Selectmen.

10.0 BOARD OF SELECTMEN’S RIGHTS

11.1 The Board of Selectmen shall have the right to have access to or to make inspections at any time and at any occasion to insure compliance with the HALL USE AGREEMENT LIABILITY WAIVER, i.e. “application” and this Policy.

11.2 The Board of Selectmen does not relinquish the right to control the management of the Old Town Hall and to enforce all necessary and proper rules for the management and operation of the building.

12.0 RESPONSIBLE OVERSIGHT

12.1 The Town Administrator shall arrange that a trained Town resident, employee or official will be continuously present, responsible to open the building, monitor an ongoing event, operate the building’s equipment, and close the building. Said individual shall be responsible for adhering to the OPENING, OPERATING and CLOSING checklists provided by the Board of Selectmen. Said responsible individual shall not be responsible for set-up for an event, take down or clean-up following an event.

13.0 CLEANING

13.1 All tables and chairs used in a hall where food or beverages were present must be cleaned and sanitized and properly stored, prior to the end of the rental period. Tables and chairs shall be organized in front of the stage. Tables should be stacked with one table right side up and the other on top of it

upside down. Chairs should be stacked in sets of five with the faces of the chairs positioned in the direction of the stage.

13.2 The floor in a hall where food or beverages were present must be swept and vacuumed prior to the end of the rental period.

13.3 If the Kitchen is used, all apparatus/equipment, utensils, and tableware accessed must be washed and sanitized and properly stored, and the floor washed prior to the end of the rental period.

OLD TOWN HALL
10 KENDALL ROAD
TYNGSBOROUGH, MA 01879
978-649-2314

Single Event

HALL USE AGREEMENT AND LIABILITY WAIVER

Applicant Name: _____

Organization: _____

Address of Applicant: _____

Contact Phone Numbers: HM/WK: _____

Mobile: _____

Email: _____

Requested date(s) of use: _____

Requested time of use: _____ AM/PM to _____ AM/PM

Event Description:

Anticipated number of attendees (total people in building): _____

Circle all applicable categories:

APPLICANT: Resident/Local Business Non-Resident/Non-Local Business

USE: Government Fund Raiser Civic Private

* Board of Selectmen will determine final cost fee category.

Non Profit ID: _____

Occupancy Requests:

UPPER HALL

Auditorium Seating Requested (max. 150): _____

Table Seating Requested (max. 120): _____

Standing Requested (max. 154): _____

LOWER HALL

Auditorium Seating Requested (max. 102): _____

Table Seating Requested (max. 96): _____

Standing Requested (max. 144): _____

STAGE

Standing Requested (max. 33): _____

Seated Requested (max. 24): _____

AMMENITIES (circle): Food Liquor Entertainment

Food (circle one): None Bringing Your Own *Caterer

* Caterer name: _____

Must provide Certificate of Insurance and copy of catering License with address and phone numbers.

Liquor: Liquor License (One Day) Y / N. Must be TIPS Certified to obtain a license. TIPS Certified person must be present when alcohol is being served. A copy of TIPS certification must be provided to the Town 10 days prior to the event. **Per section 7.16, Liquor Liability Insurance is required for the service of alcohol. No exceptions. No part of section 8 will be waived. No exceptions.**

TIPS Person: _____

Contact phone number: _____

TIPS Person: _____

Contact phone number: _____

Notes/Set-up Planned by Applicant:

NOTE: The total number of guests must be confirmed 10 days before the event.

Police Requested: Y / N

Entertainment Y / N (See Entertainment Forms attached)

Equipment Brought In: Y / N What kind? _____

Youth event? Y / N

Names, addresses and contact phone number(s) of responsible adults:

Basic Rental Fee: _____
Additional Hourly Rental _____
Security Deposit \$250.00 (Returned 14 days after event.)
Balance Due _____ (Must be paid 10 days in advance.)

I have read and accept the terms and payment schedule explained in this HALL USE AGREEMENT AND LIABILITY WAIVER, i.e. "application". Return completed application to the Selectmen's Office, 25 Bryants Lane, Tyngsborough, MA 01879, c/o Town Administrator.

Signature of Applicant: _____ Date _____

*******DO NOT FILL OUT BELOW THIS LINE*******

Received by _____ Date _____

POLICE REQUIRED: Y / N

Basic Rental Fee: _____
Additional Hourly Rental: _____
Security Deposit: \$250.00 (Returned 14 days after event.)
Balance Due: _____ (Must be paid 10 days in advance.)

Approved by the Board of Selectman/Town Administrator:

Date _____

OLD TOWN HALL
10 KENDALL ROAD
TYNGSBOROUGH, MA 01879
978-649-2314

Recurring Event

HALL USE AGREEMENT AND LIABILITY WAIVER

Applicant Name: _____

Business Name: _____

Address of Applicant: _____

Contact Phone Numbers: HM/WK: _____

Mobile: _____

Email: _____

Requested date(s) of use: _____

Requested time of use: _____ AM/PM to _____ AM/PM

Event Description:

Anticipated number of attendees (total people in building): _____

I have read and accept the terms and payment schedule explained in this HALL USE AGREEMENT AND LIABILITY WAIVER, i.e. "application". Return completed application to the Selectmen's Office, 25 Bryants Lane, Tyngsborough, MA 01879, c/o Town Administrator.

Signature of Applicant: _____ Date _____

*******DO NOT FILL OUT BELOW THIS LINE*******

Received by _____ Date _____

POLICE REQUIRED: Y / N

Basic Rental Fee: _____

Additional Hourly Rental: _____

Security Deposit: \$250.00 (Returned 14 days after event.)

Balance Due: _____ (Must be paid 10 days in advance.)

Approved by the Board of Selectman/Town Administrator:

_____ Date _____