



## **Town of Hubbardston Policies**

### **RULES AND REGULATIONS REGARDING THE USE OF TOWN FACILITIES/RENTAL REQUESTS**

#### *Supervision*

It is the sole responsibility of the user to provide sufficient and effective supervision for any event so as to secure personal and premise safety during the event. The Town of Hubbardston reserves the right to require specific information in advance of the event as to supervision and reserves the right to require a police detail(s). Any and all paid security and/or police detail, as deemed necessary by the Town shall be paid by the user.

#### *Use of Premises in General*

A limited number of tables and chairs and a basic sound amplification system are available at no extra cost. Other accessories such as music sound systems and audiovisual aids are not available and must be obtained by the user.

Maximum precautions must be taken to avoid fire hazards. Only battery-operated candles are allowed. Torches are not allowed on the grounds outside. Per Massachusetts General Laws, Ch. 71, Sec. 37H, smoking is prohibited on all Town property. Only non-flammable decorations are to be used in the building. No fog and smoke machines are allowed since smoke will affect the building's fire alarm system.

Decorations, posters, etc. shall be affixed in such a way as not to cause permanent damage to the building. No nails, staples, tacks or other instruments that can pierce any surface are allowed.

Loud noise, music, and other sounds are prohibited from 10:00 p.m. to 7:00 a.m.

Users shall leave the facility in the condition in which they found it, including removal of all personal property brought on the property and placing trash in provided receptacles, with the exception of moving the town-owned tables and chairs and other equipment, and with the exception of cleaning floors and removing trash barrels. These tasks will be performed by the custodian on duty at the user's cost, as further provided herein.

#### *Reservations*

An event date will be reserved and confirmed once a completed application is received, along with a check or money order made payable to Town of Hubbardston for the total rental fee, if applicable. Requests to use property with the Permission of the Parks Commission must be submitted thirty (30) prior to the requested use date. Notwithstanding confirmed reservation, user must provide requisite insurance prior to accessing the premises.

Preference for use of the Town facilities shall be given in the following order:

- Town departments/boards/commissions/elementary schools
- Town non-profits

- Private non-commercial functions – Hubbardston Resident as Applicant
- Other non-profits
- Private non-commercial functions – Non-Resident as Applicant

Use of Town facilities does not constitute or imply endorsement by the Town's policies, activities, or the points of view expressed by participants. No advertisements or announcements implying such endorsement shall be permitted. The Board of Selectmen, or the Town Administrator as its designee, shall administer the provisions of this policy, and in connection therewith, may deny or withdraw permission to use the Public Hall to any group or organization that fails to comply with such policies and procedures.

#### *Permits*

Alcoholic beverages are not allowed in Town buildings. Alcoholic beverages are not allowed on any Town-owned park, playground or other recreation site, except as authorized by the Board of Selectmen.

If any alcoholic beverage is to be served, then the applicant shall secure liquor liability insurance, naming the Town of Hubbardston as an additional insured, in the amount of \$1,000,000. A copy of the insurance certificate must be in place with the Town Administrator's Office in advance of the event. Failure to do so will result in no alcohol allowed to be served.

Any alcoholic beverages must be served by a hired, certified bartender.

Bar service must close at least one half-hour before the end of the event.

If alcohol is to be served, a sign-off by the Town's Police Chief or his designee must be obtained as part of this application for the purpose of evaluating appropriate police detail coverage for the proposed event. Sign-offs may be obtained at the Police Department.

A request for a permit shall be submitted to the Town Clerk's office in order to hold a raffle, bazaar or game of chance according to M.G.L. c. 271, §7A. A raffle is defined as "an arrangement for raising money by the sale of tickets, certain among which, as determined by chance after the sale, entitle the holders to prizes." A bazaar is defined as "a place maintained by the sponsoring organization for disposal by means of chance of one or both of the following types of prizes: (1) merchandise, of any value, (2) cash awards, not to exceed \$25 each."

A temporary food service permit may be required in accordance with 105 CMR 590.000.

Responsibility for obtaining a permit, if required, is the responsibility of the applicant/user.

Any and all required permits shall be within the possession of the user for the duration of the event and made available for inspection by any Town of Hubbardston official.

#### *Insurance, release of claims, indemnity, hold harmless agreement*

If the applicant is not a town employee, board or committee, a certificate of liability insurance coverage must be provided to the Town. The applicant shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the user, and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the Commonwealth of Massachusetts. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the applicant/user. Full disclosure of any non-standard exclusions is required for all required coverages. Applicant/users shall obtain and present a certificate of insurance for commercial general liability

insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) Combined Single Limit, which names the Town of Hubbardston as an additional insured, and which provides that the Town of Hubbardston shall receive at least seventy-two (72) hours prior written notice of any cancellation, termination or material amendment of such commercial general liability insurance policy. If your group does not carry liability coverage, your homeowners' policy will issue the certificate. All required insurance shall be certified by a duly authorized representative of the insurer(s) on the "MIIA Certificate of Insurance" form incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted with the bid and on file with Town of Hubbardston prior to commencement of this agreement.

Release of Claims, Indemnity and Hold Harmless Agreement shall be executed by any individual, over the age of 18, submitting an application for the use of a Town facility or by an authorized representative of any organization seeking to rent or use Town property, together with a certificate of authorization by the organization as to the authority of the individual signing for the organization.

The Town of Hubbardston assumes no responsibility and expressly disclaims any liability or responsibility for damage to personal property belonging to the applicant, guests, or employees in or on the premises, for injury to persons invited to the premises or employed by the applicant for any purpose whatsoever.

The applicant shall agree to be responsible for and to reimburse the town for any loss or damage to the building, its contents, equipment or grounds by the applicant, guests, employees or servants.

NAME SIGNATURE DATE \_\_\_\_\_

*Completed applications with required attachments are to be mailed or hand-delivered to: Town of Hubbardston, P.O. Box 206, 7A Main Street, Hubbardston, MA 01452-0206*

Adopted: May 19, 2014

Revised: April 6, 2020

**RELEASE OF CLAIM, INDEMNITY AND HOLD HARMLESS AGREEMENT**  
**\*\*\*Please read this Form thoroughly before completing and signing\*\*\***

1. I, the undersigned, in consideration of using a Town of Hubbardston facility and other good and valuable consideration, receipt of which is hereby acknowledged, agree to the following terms:
2. I also agree to forever release the Town of Hubbardston, and all its employees, officials, agents, board members, and volunteers ("Releasees") from any and all claims, rights of action and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to myself or my invitees or property damage resulting from my use of Town facilities.
3. I also promise, to indemnify, defend, reimburse 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 damages, costs and attorneys' fees, arising from personal injuries to myself and/or others, and/or property damage resulting from my use of Town facilities.
4. I further affirm that I have read this Form and that I understand the contents of this Form. I understand that my use of the Town facilities is completely voluntary and that I am free to choose not use any such locations. By signing this Form, I affirm that I have decided to use Town facilities with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage resulting from my use of Town facilities.
5. I have read the Release and am legally competent and authorized to sign this Release.
6. **I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL**

Participant's Name (Please Print): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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