



FACILITY USE FORM
Town of Weare
15 Flanders Memorial Road
(603) 529-7525 • Fax (603) 529-4554



COMMUNITY USE OF FACILITIES

No person, group, or organization has any vested right to use school, town, city or county property; but the right to use the property for any lawful purpose is subject to approval by the school, town, city or county Board.

Accordingly, the Board will establish detailed regulations, including rental fees, pertaining to the public use of facilities. The use of Town buildings, grounds, equipment and facilities will be authorized by the Board of Selectmen in conformity with the following regulations governing their use as approved by the Board. Any and all users are subject to case by case review of the Board of Selectmen.

Hours of use for the Town Hall are Monday through Sunday 6:00am to midnight. There will be no activities at the Town Hall from 12:00 Midnight to 6:00 a.m. **THERE IS NO PARKING IN FRONT OF THE TOWN HALL BUILDING PER ORDER OF THE FIRE CHIEF & STATE LAW. Violators will be towed and fined. Weare Police Department patrols this area.**

Requests for the use of facilities will be made at the Selectmen's Office, with the Assistant during the hours of (Monday, Tuesday, Friday, 8:00am to 4:00pm., Wednesday 8:00am to 6:30pm. & Thursday 8:00am to 12:30pm.) Organizers of any activity must provide a certificate of insurance endorsed to name the Town as an additional insured in all cases where it is deemed insurance will be required.

(See section C.) A facility use form must be filled out by applicant, payment must be made, and if proof of insurance is needed, it must be provided at least five (5) days prior to the date of use. Facilities may not be used for commercial purposes.

Town/School

Such as School workshops, plays, dances (only to fund school related activities) or Town Government public events. American Legion, Historical Society and any groups who use Town facilities for community-wide functions such as Patriotic Celebration festivities there will be NO CHARGE.

FEES:

Private events such as baby showers, dinners, private dances, receptions, etc., the fee is **\$75.00/event PLUS a \$50.00 refundable cleaning deposit.** The deposit will be returned once an inspection has been done. Two separate checks will be required at the time of application.

Reoccurring users such as Zumba, Yoga, Senior Exercise, Clubs, etc. will be charged a fee of **\$12.50/per session PLUS a \$50.00 refundable cleaning deposit.** The deposit will be refunded, if deemed necessary, by December 31st of said year.

Non-profits groups must provide documentation of their non-profit status as part of the application process (official, federal or state documentation). There is no fee, unless the lessee is charging a fee to attend their function, to which, the **\$75.00/event PLUS a \$50.00 refundable cleaning deposit will then apply.** The deposit will be returned once an inspection has been done. Two separate checks will be required at the time of application.

All activities must be under constant, competent adult supervision approved by the Board of Selectmen and the facility manager of the building involved (if there is a designated manager). The group using the facilities will be responsible for any damage to the building or equipment.

The lessee receives a Checklist form when he or she picks up the key from the Town Office indicating the lessee has cleaned the Town Hall, all trash is taken with them and they must make sure all doors are locked. This Checklist form must be filled out before returning the key back to the Town Office.

If the key is not picked up at the Selectmen's Office prior to the event, between the hours of Monday, Tuesday, Friday, 8:00am to 4:00pm., Wednesday 8:00am to 6:30pm. & Thursday 8:00am to 12:30pm. the event will not take place.

- 1) Groups receiving permission are restricted to the dates and hours approved and to the building area and facilities specified.
- 2) Groups receiving permission are responsible for the observance of town and state fire and safety regulations at all times.
- 3) The Board will cooperate with recognized agencies, such as the Red Cross and Civil Defense, and will make suitable facilities available without charge during community emergency or to prepare for civil defense.
- 4) The Board of Selectmen will approve and periodically review a fee schedule for use of facilities.
- 5) No nails, tacks, staples, transparent tape, or any other type of tape shall be affixed to any wall, ceiling, floor, or woodwork. Hay, glitter, confetti, rice, or materials of a similar nature are NOT allowed in Town Hall facilities. Failure to do so may result in forfeiture of deposit and additional charges being assessed.
- 6) The Lessee shall, at the end of the event, be responsible for the collection of all rubbish generated by the function and taken off the property with them. The Town Hall space used is to be left in a clean, neat, and orderly condition. Failure to do so may result in forfeiture of deposit and additional charges being assessed.
- 7) The Board reserves the right to cancel any permission granted.
- 8) The Town of Weare rents only to residents of Weare unless it is a program for the residents in Town and is going to benefit the Town and/or its residents.
- 9) **NO CANDLES, INCENSE, FLAMES (of any kind), OR ALCOHOL ARE ALLOWED IN TOWN FACILITIES.** No illegal gambling in any form is permitted.
- 10) All lessees must be 18 years of age or older. All 18 year olds must have an adult co-applicant signee who must stay for the duration of the event.

ANYONE NOT ADHERING TO THIS AGREEMENT MAY NOT BE ALLOWED TO RENT THE TOWN HALL IN THE FUTURE.

A. Indemnification: In consideration for allowing the rental of town facilities and in full recognition of the board fiduciary responsibility to protect owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor; its board officers and employees, to the fullest

extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all Lessor facilities, by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

B. Alcoholic Beverages & Controlled Drugs: In acknowledgment of the Lessor's strictly maintained policy against the sale, possession, use, abuse, or consumption of alcohol or of controlled drugs as defined in RSA 318-B: 1, VI, or of a controlled drug analog as defined under RSA 318-B: 1, VI-a, Lessee covenants and agrees to vigorously enforce said policy during the use of the facilities and premises by the Lessee, its officers, employees, agents, representatives, contractors, customers, guest and invitees.

C. Insurance: As evidence of its financial ability to indemnify the Lessor, during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits no less than \$1 million per occurrence. A Certificate of Insurance naming the Lessor as an Additional Insured shall be provided. Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.

SEE ACTIVITIES BELOW REGARDING LIABILITY INSURANCE

Liability Insurance will be required for all groups given permission to use the facilities with activities listed below or any event deemed so by the Town Administrator:

- ANIMAL ACTS/SHOWS
- ARCADES
- BASEBALL
- BASKETBALL
- BICYCLE RALLIES
- CARNIVALS
- LOUNGE SHOWS
- CONCERTS
- MUSICAL EVENTS
- FAIRS
- FILM PRODUCTION
- HEADS OF STATE EVENTS
- ATHLETIC GAMES
- KIDDIELANDS
- NIGHT CLUB SHOWS
- MARTIAL ARTS
- LIVE ENTERTAINMENT
- LIVESTOCK SHOWS
- PARADES
- RECREATIONAL EVENTS
- SKI EVENTS/DEMOS
- SOCCER
- SOFTBALL
- SPORTING EVENTS IN BUILDINGS
- THEATRICAL ROAD SHOWS
- UNION MEETINGS
- WEDDINGS
- ZOOS

APPLICATION FOR USE OF FACILITIES
FOR: TOWN HALL, BALLFIELDS, GAZEBO AREA & CHASE PARK

Lessee: _____

IT IS AGREED that in consideration for allowing the rental of the Lessor's owned facilities and in full recognition of its fiduciary responsibility to protect publicly owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor, its officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all facilities by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

The Lessee will provide a Certificate of Insurance reflecting Commercial General Liability coverage with limits of no less than \$1 million per occurrence, naming the Lessor as an Additional Insured.

EVIDENCE OF INSURANCE (check one):

The Lessee maintains general liability insurance of at least \$1 million. (A Certificate of Insurance will be provided before any use of the facility, endorsed to name the Lessor as an Additional Insured.

Liability insurance NOT required for this event.

EVENT INFORMATION

1. Describe event: _____ **No Liquor, No Candles**
(Attach promotional material if possible.)
2. Location of event: _____
3. Date(s) facilities will be used: _____
4. Time facility will be used (including setup and clean up): _____

(NO ACTIVITIES FROM 12:00 MIDNIGHT TO 6:00A.M.)

THERE IS NO PARKING IN FRONT OF THE TOWN HALL BUILDING PER ORDER OF FIRE CHIEF
THERE WILL BE NO PARKING AND BLOCKING THE RESIDENTIAL DRIVEWAY NEXT TO TOWN HALL

Signature of Lessee: _____

Print Name of Lessee (Responsible Party): _____

Address of Lessee: _____

Phone Number(s): _____

The Weare Board of Selectmen or their agent hereby authorizes this usage as described above.

Town Administrator or Designee _____

Date: _____