

**PUBLIC BUILDINGS
RULES, REGULATIONS AND RENTAL FEES**

The rules and regulations relating to the use of certain public buildings are made in accordance with Section 14, Sub-section (h) of Chapter 406 of the Acts of 1951 and any other pertinent Statute, by-laws, etc.

Purpose: It is the policy of the Town to maintain and protect public buildings and meeting spaces while permitting use by Town boards and committees, non-profit groups, and private Holden citizens/parties within guidelines that are reasonable and safe to all. To that end, this policy establishes an overall guideline for use of public meeting spaces for all public buildings. This policy applies to all persons and groups who use town buildings for meetings and gatherings and is in addition to any other existing town or state policies or regulations.

GENERAL RULES/REGULATIONS

An application for the use of public buildings of facilities can be obtained and returned to the following locations:

Light Department Meeting Room
Memorial Hall
Senior Center

HMLD Administrative Office, One Holden Street (508-210-5400)
Town Manager's Office, 1204 Main Street (508-210-5501)
Senior Center Office, 1130 Main Street (508-210-5572)

1. Scheduling of the room or facility must be coordinated with the above mentioned locations. The Application must be completed, signed by the User and Town, and all fees paid prior to the scheduled use. If there are additional fees incurred after the event the Town will send an invoice to the User and payment shall be made within 30 days of receipt of the invoice. (see Fee Schedule). Applications will not be received from a minor (under the age of 18 years).
2. It is the responsibility of the User to pick-up and return the building keys during normal working hours. Keys are to be returned promptly. If a key is not returned for any reason or lost there will be a \$50 key replacement fee charged to the User and the User will forfeit his/her right to be issued keys in the future. If a town employee is dispatched after normal working hours to unlock or secure the facility, the cost shall be paid by the applicant (see Fee Schedule).
3. Public Safety officers shall be assigned by the Town when deemed necessary. Costs for same shall be paid by the User (see Fee Schedule).
4. No alcoholic beverages shall be served, consumed, or carried on Town property. Smoking is prohibited within any town building or on Town property.
5. Any activity for which an application is approved shall be in keeping with the purpose of the facility and shall not result in any damage to the facility. The placing of nails, tacks, screws, or other fastenings or the defacing of the surface is prohibited.
6. Insurance coverage may be required of the applicant whenever it is deemed in the best interest of the Town. Rental of the space shall be cancelled without notice if required proof of insurance coverage is not received prior to the event.
7. Meeting rooms may be booked up to six (6) months in advance. Town based non-profit organizations and residents will be given preference after town board and committees for use of Town buildings. If a Town Board or Committee meeting conflicts with another pre-booked event,

the town meeting will take precedence and the user will be notified as soon as possible to re-schedule, cancel, or find alternate space (if available).

8. Kitchen use must be discussed with and approved by the Town in advance of use of facility. A Kitchen Attendant may be assigned at the discretion of the Town, for which a fee will be charged (see Fee Schedule). Kitchen areas shall be cleaned by the User and all trash generated by an event shall be removed from the building by the User.
9. All groups are required to clean-up the space after the meeting and to return any furniture that was moved by the group to its original place. If clean up is required to be done by town staff or if the room furniture needs to be moved, the user will be charged for custodial time and any cleaning materials used (see Fee Schedule).
10. Every group using the building spaces will limit their activities to the room assigned. If town employees have to clean up after the meeting or return furniture to its previous arrangement, the group will be charged a custodial fee based on time and supplies required to complete the custodial activities.
11. Children must be supervised by adults at all times. Events having attendants or participants under the age of eighteen (18) years will be required to provide adequate adult supervision. The number of chaperones required for a specific event will be at the discretion of the Town and will be arranged with Town staff prior to the event.
12. No pets or live animal acts or displays of any kind are permitted in town buildings or on town property.
13. No toxic, flammable, corrosive, or similar substances shall be brought into public meeting spaces by the user. No open flames are allowed. The use of substances that can mar or stain such as paint, glue, glitter, spray wax, craft liquids, etc., are prohibited with the exception of the Senior Center Craft Room (only) where non-toxic, non-flammable, erasable or washable craft materials may be used. The applicant is responsible for the use of craft materials and for cleaning them up and removing these materials after the meeting.
14. Applicants shall not leave or store any items or materials in any Town meeting room. Left or unclaimed items and materials will be removed by town staff and placed in the trash.
15. After the meeting is concluded, the applicant is responsible for checking the facility before locking up to make sure that the building is clean, the lights are out, faucets are off, toilets are not running, etc. If the applicant has been issued a key, the applicant is responsible for locking and securing the facility including setting the alarm, if applicable. If there is a problem with the building security such as an audible or visual alarm, leaking plumbing, blocked toilet, or any other building problem, please call and notify Police Dispatch immediately (508-829-4444). If the user has damaged anything in the building please notify the building manager as soon as possible.
16. The Applicant is responsible for obtaining and paying for any licenses or permits required such as a public entertainment permit from the Board of Selectmen or a temporary one day food permit from the Board of Health. Any individual or group utilizing rooms and kitchens for food services shall employ the services of a caterer licensed by the Town of Holden Board of Health showing proof of liability insurance.

NOTES:

- The Public Safety Facility rooms are not available for use by any group or organization.
- The Selectmen's Meeting Room, Starbard Building is not available for use by any group or organization.
- Fees are subject to change by the Town Manager based on cost increases and other relevant circumstances.
- Town buildings and facilities are closed on Sundays and are not available for rental. Monday through Saturday, buildings will be closed by 10:00 p.m. and all users shall vacate the buildings by this time.

USE OF THE SENIOR CENTER

The Senior Center Board Room is only available to Town of Holden Boards, Committees, and Officials for use as meeting room space.

The kitchen and dining room spaces are used on a daily basis, Monday – Friday for senior citizen lunches and the Meals on Wheels Program and other senior programs, therefore the kitchen is generally not available to outside organizations daily from 8:00 AM – 4:00 PM. Use of TV/VCR located in the Lounge is not allowed at the Senior Center.

All fees are subject to the discretion of the Director of Senior Services who may consider the programs/services provided to elders as well as the organization's status, promotion and support of the Senior Center.

USE OF MUNICIPAL LIGHT DEPARTMENT COMMUNITY MEETING ROOM

If the Kitchenette area in the Community Room is used by the applicant, all Kitchenette areas and equipment shall be cleaned and all supplies and trash generated by any event shall be removed from the building by the applicant. Anything left in the refrigerator, cabinets, etc., will be disposed of by town staff. Kitchenette use in the Light Department Community Room must be discussed with Light Department Manager in advance of use of facility.

All fees are subject to the discretion of the Light Department Manager who may consider the programs/services provided to the community as well as the organization's status, promotion and support of the Town.

GALE FREE LIBRARY PROGRAM ROOM

The Gale Free Library Program Room can only be used during normal library hours and only upon approval of the Library Director and the Board of Trustees and in accordance with the Library's Room Use Policy. This policy does not cover the Library Program Room. Any person or group interested in using the Program Room should contact the Library at 508-210-5560.

RECREATIONAL FACILITIES, FIELDS, AND PLAYGROUNDS

The Town's recreational facilities such as the municipal pool, Trout Brook, sports fields and playgrounds are primarily used for town programs and only upon the approval of the Director of Recreation and in accordance with the Recreation Department's guidelines. This policy does not cover the rental of these facilities and fields. Any person or group interested in using Town Recreation facilities including the pool, tennis courts, fields., etc., should contact the Director of Recreation at 508-829-0263.

FEE Schedule – FY 12***

The following fees will be charged for Town Building Use for the Year 2011 – 2012 (July 1 – June 30):

Holden Non-Profit Organizations (Non-Fund Raising)

	<i>Monday – Friday 7:00 am to 3:30 pm</i>	<i>Weekends, Holidays, After 3:30 pm (M – F)</i>
Custodial Time	\$18 per Hour	\$27 per Hour
Kitchen Attendant	\$16 per Hour	\$24 per Hour
Police Detail	Billed by HPD	Billed by HPD

Rates are per person per hour or any part of an hour. Time will be charged if incremental to operations of building. All rates are billed at a minimum of four (4) hours.

Note: If weather conditions warrant that the building's grounds or parking areas be cleared on snow or otherwise readied for use by the outside group, the group will be responsible for the extra custodial time.

SENIOR CENTER DINING ROOM

Full Room (Max 160 occupancy)	\$10 per Meeting/Event
Divided - Larger Section (Max. 110 occupancy)	\$5 per Meeting/Event
Divided - Smaller Section (Max 50 occupancy)	\$5 per Meeting/Event
Serving of Food or Beverages**	\$25 Every Six (6) Months
Set Up and Cleaning Fee*	See Custodial Fees Above
Use of Senior Center Kitchen.....	\$60.00 per Event

<u>SENIOR CENTER ARTS AND CRAFTS ROOM</u>	No Charge***
Serving of Food or Beverages**	\$25 Every Six (6) Months

<u>THE MEMORIAL HALL IN TOWN HALL (Max. 120 occupancy)</u>	\$10 per Meeting/Event
Serving of Food and/or Beverages**	\$25 Every Six (6) Months

<u>HMLD COMMUNITY ROOM (Max 75 Occupancy)</u>	No Charge***
Serving of Food and/or Beverages**	\$25 Every Six (6) Months
Set Up and Cleaning Fee*	See Custodial Fees Above

* If needed as determined by the Town Manager

** No food or beverages are allowed in the event space or on town property unless prior written authorization is provided to the User by the Town Manager. Any individual or group using Town rooms and kitchens for food services shall employ the services of a caterer licensed by the Town of Holden Board of Health showing proof of liability insurance.

***Effective 7/1/2012 (FY 2013) Holden Non-Profit Organizations (Non-Fundraising) will be charged \$5 per Meeting/Event for use of rooms at the Senior Center or HMLD Community Room up to a maximum of \$150 annually. Other fees may apply and are not subject to cap.

Fee Schedule FY12**Holden Residents, Holden Private Groups and
Non-Profit Groups Holding Fundraising Events or with Admission Fees*****

	<i>Monday – Friday 7:00 am to 3:30 pm</i>	<i>Weekends, Holidays, After 3:30 pm (M – F)</i>
Custodial Time	\$18 per Hour	\$27 per Hour
Kitchen Attendant	\$16 per Hour	\$24 per Hour
Police Detail	Billed by HPD	Billed by HPD

Rates are per person per hour or any part of an hour. Time will be charged if incremental to operations of building. All rates are billed at a minimum of four (4) hours.

Note: If weather conditions warrant that the building's grounds or parking areas be cleared on snow or otherwise readied for use by the outside group, the group will be responsible for the extra custodial time.

SENIOR CENTER DINING ROOM

Full Room (Max 160 occupancy).....	\$20 per Hour
Divided - Larger Section (Max. 110 occupancy)	\$10 per Hour
Divided - Smaller Section (Max 50 occupancy)	\$10 per Hour
Serving of Food or Beverages**	\$25 per event
Set Up and Cleaning Fee*	See Custodial Fees Above

<u>SENIOR CENTER ARTS AND CRAFTS ROOM</u>	\$10 per Hour
Serving of Food or Beverages**	\$25 per event

<u>THE MEMORIAL HALL IN TOWN HALL (Max. 120 occupancy)</u>	\$20 per Hour
Serving of Food and/or Beverages**	\$25 per Event
Set Up and Cleaning Fee	See Custodial Fees Above

<u>HMLD COMMUNITY ROOM (Max 75 Occupancy)</u>	\$10 per Hour
Serving of Food and/or Beverages**	\$25 per Event

* If needed as determined by the Town Manager.

** No food or beverages are allowed in the event space or on town property unless prior written authorization is provided to the User by the Town Manager.

***Fundraising activity for political purposes and political campaigns is prohibited in public buildings. Please refer to the MA Office of Political and Campaign Finance for further information and guidelines.

AGREEMENT FOR USE OF TOWN OF HOLDEN MEETING ROOMS

Name/ Address of organization/individual _____ Tel./ Email _____

Name/ Address of Responsible Person _____ Tel./ Email _____

1. Use of the following space(s) _____

2. On _____ from _____ to _____ for _____
month day year time time number participants

3. Reason for use of space: _____

4. Tax Exempt # (if applicable) _____

1. This is an Agreement between the above-named User and the Town of Holden (the Town). If more than one User is named above, each of them shall be jointly and severally responsible under this Agreement. In consideration of their mutual promises contained herein, the parties hereby agree that the event will take place only within the specified room. The agreement is personal to the User and may not be assigned by the User in whole or in part. The User acknowledges that the Town reserves the right to terminate the agreement at any time, with or without cause, at the sole discretion of the Town.
2. The User agrees to pay the Town the fee stated above in advance of the event in exchange for use of the Event space. If additional fees are incurred, the Town invoice the User and payment to the Town will be made by the User within thirty days.
3. The User may not use the Event Space or any other portion of the building/ facility for any purpose other than for the Event as described above. User agrees to all restrictions and instructions which may be provided by the Town concerning use of the Event Space. The User shall not use the Event Space or any other part of the facility in a way which would constitute a nuisance, shall not damage the Event Space or any part of the facility in any way, and shall not obligate the Town in any way. No food or drink is allowed in the Event Space or on Town property unless prior written authorization is provided to the User by the Town. All material is to be removed at the end of the event day. Smoking is prohibited anywhere in the facility or on town property.
4. If the User maintains liability insurance, the User shall have the Town named as an additional insured thereof for the purpose of the Event and shall deliver to the Town prior to the Event a certificate evidencing same. Whether or not the User maintains insurance, the User and all of the User's guests, invitees, employees, licensees and agents shall assume all risks of use and shall be liable for any damage to the town facility arising out of the use of the facility. User hereby releases and discharges the Town of any and all liability of any kind with respect to the User's use of the facility including personal injury or property damage. The Town and User are not partners, joint ventures, principals, agents, sponsors, or otherwise related in any way.
5. The User agrees to comply with all local, state and federal laws, regulations and ordinances including MGL c. 55, sections 13, 14 and 15 (which serve to prohibit any person, in a building occupied for municipal use, from demanding, soliciting or receiving any payment or gift of money or other thing of value for political campaign

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purposes of any candidate for public office or of any political committee, or for any political purpose whatever).

The User also agrees to comply with all Town of Holden policies and regulations.

6. This agreement may not be amended or modified except by a written Agreement signed by both the User and the Town.

7. The undersigned further agrees to:

- a. Return key to _____ no later than 9AM the day following the event or Monday following a weekend event. Rights to utilize town buildings will be forfeited if this policy is not adhered to.
- b. Clean the space used and remove all trash from the building. Return furnishings and equipment to their original place.
- c. Reimburse the town of Holden in the event of any damage or unusual wear and tear to the space or/equipment.

The undersigned acknowledges receipt of the Public Building Rules, Regulations and Fee Schedule and agrees to comply with the rules and regulations and pay any required fees.

Date _____ Signature _____
Applicant

APPROVED: _____ Signature _____
Town Representative

To be completed by Town Staff:

Room Use Fee \$ _____ ; Custodial \$ _____ ; Other \$ _____

SPECIAL CONDITIONS: _____ Total Fee \$ _____

Date Fee Paid _____