

Town of Chesterfield

Permit to Use Town Hall or Town Property

PO Box 175, Chesterfield, New Hampshire 03443
603-363-4624

Instructions for Use Permit

A temporary use of property and facilities owned by the Town of Chesterfield, New Hampshire is permissible with approval of the Board of Selectmen and/ or their authorized representative. Please use the following instructions as your check list when applying for use (permission) to use any of the Town of Chesterfield's Property.

All of the following must be submitted with a use or scheduling request:

- ___ 1. Provide ALL the information requested relevant to your request on the forms provided
- ___ 2. It is required of all applicants to carry insurance and indemnify the Town of Chesterfield AND provide a security deposit and use fee. A Certificate of Insurance for 1,000,000.00 naming the user or user group as the insured and naming the Town of Chesterfield as the "Certificate Holder". No dates will be reserved or held until proof of insurance and a security deposit is received by the Board of Selectmen. Waiver of these requirement can be requested and may be granted, if group is listed under Policies & Procedures for Groups. Additional TULIP (Tenant Users Liability Insurance Policy) Policy if alcohol will be served.
- ___ 3. A completed Use Permit
- ___ 4. Signed Policy and Procedures regarding private use of public premises in the Town of Chesterfield
- ___ 5. Schedule of Use Fees
- ___ 6. Payment in Full

If you have questions call the Board of Selectmen's office or Town Administrator at 603-363 4624 Extension 10.

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PERMIT TO USE TOWN HALL OR TOWN PROPERTY

Reservation Date: _____

Reservation Times: _____

Type of Function: _____

Number of Attendees: _____

Number of Adult Chaperones: _____

(Required if attendees are under 21 years of age)

Please refer to Alcoholic Beverages and Certificate of Insurance sections in town Hall Use Policies and Procedures prior to completing.

Alcohol (BYOB only): Yes _____ No _____

Certificate of Liability Insurance: Homeowner's Policy _____ TULIP Insurance _____

Date Received: _____

User Information

I am certifying that I am renting the Town Property as a: (Circle One):

Town of Chesterfield:

Resident Non-Resident Resident Non-Profit Non-Resident/Non-Profit For-Profit

Name: _____

Physical Address: _____

Email: _____

Home Phone: _____ Cell Phone: _____

Address Verified: _____

Non-Profit Organization: _____

For-Profit Organization: _____

Please refer to Fees Section in Reservation and Use Policy prior to completing.

Requested Area(s) – Please refer to Use Fees Section of Town Hall Use Policies and Procedures

Hall ☐ Use Fee \$ _____

Kitchen ☐ Use Fee \$ _____

Town Hall Offices ☐ Use Fee \$ _____

User's Signature

Office Personnel

Date

Date

Deposit: _____

Amount Received: _____

Date: _____

Cash/Check#: _____

Balance Due: _____

Balance Due on or before: _____

Balance Paid: Amount: Cash/Check #:

User's Signature

Office Personnel

Date

Date

Town Hall/ Annex Policy and Procedures

1. **Scheduling and Renting:** The Chesterfield Town Hall can be rented seven (7) days a week, from 8:00 a.m. to 11:30 p.m. Use is restricted to the interior structure of the Town Hall, not to include any exterior area or the grounds. All scheduling will be on a first come first served basis with TOWN sponsored activities and events taking precedence over all other requests for usage. All requests for use must be made in advance and must be accompanied by a Use Permit, Policies & Procedures, Check Off List and all other required payments and documentation.
2. **Keys:** Will be issued to the building the day before the use unless other arrangements have been made. Keys will not be issued if payment has not been made in full
3. **Heating and A/C-** Thermostat set at 55 degrees in the big hall. Thermostat set at 60 degrees in the hallway
4. **Appliances and Kitchen Use:** Use of the kitchen to cook or prepare food using our additional appliances and/or utensils is optional and requires an additional \$50 fee.
5. **Cleaning Supplies:** Basic cleaning supplies (broom, mop, sponges, soap, etc.) will be available for use in clean-up for no charge.
6. **Forms:** All applicants are required to submit a completed "Use Permit"
7. **Insurance:** All applicants must provide a "Certificate of Insurance*." The Certificate of Insurance must be for a minimum liability limit of \$1,000,000 and include bodily injury and property damage. The certificate must name the Town of Chesterfield as the "Certificate Holder". The certificate must be provided by the user before the use of the facility can be approved.
*Certificates of insurance can usually be acquired through a homeowner's insurance company and can be an extension of a homeowner's or user's insurance policy. Please contact your insurance company for more information.

Serving Alcohol

For events at which alcohol is present a Waiver of Liability must also be provided. The certificate of liability insurance can be obtained from your own insurance company or you can contact EBI (Entertainment Brokers International) and obtain the liability insurance through their TULIP (Tenant Users Liability Insurance Policy) program.

You can access and receive a quote from EBI directly using the following link:

<https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>

The Town of Chesterfield Venue ID is: OB54-213

8. **Use Period:** The use period is not to extend beyond the time frame authorized by the permit. If the user or the person in charge does not arrive at the pre-determined time and has not contacted the Town employee designated to open the building, the event will be canceled.
9. **Inspection:** The person in charge of this event/activity agrees to meet with the Town Employee "pre-use walk-through" tour of the facility directly prior to use. All areas should be inspected

before use, making sure that the area is free from hazards, and in working order. If a hazard exists, the user must report the hazard to the Town Administrator immediately when discovered. No equipment can be removed from the facility without prior written approval.

10. **Set-up:** The users are fully responsible for their own set-up and clean-up for the event. At no time will it be allowed to put anything on the walls or woodwork in the building by any user - this includes the use of tape and thumb tacks.
11. **Table and Chairs** – tables and chairs are included in the use and must, when used, be returned to their storage racks.
There are 133 folding chairs and
23 folding tables available for the hall use
Insure ALL chairs and tables are returned to racks
12. **Alcohol:** No person, organization, or group shall bring alcoholic beverages, or drink alcoholic beverages at any time on town property without prior authorization from the Town of Chesterfield
13. **Open Flames:** Open flames are not permitted in any town building. This includes wax candles, oil burning candles, incense, aromatherapy burners, with the exception of ordinary birthday cake candles which must be under direct parent/adult supervision. These candles must be lit and immediately extinguished under supervision of the parent/adult.
14. **Smoking:** Smoking is not permitted in any portion of any town building
15. **Injuries & Medical emergencies:** In the event of a medical emergency, please dial 911
16. **Damages and Injuries:** All injuries, incidents, or damage including vandalism and theft, must be reported to the Town of Chesterfield immediately. If accidental damage to the property occurs while you are using the facility, it must be reported to the Town of Chesterfield immediately.
17. **Clean-up:** The user shall properly clean the area after use, including all usage areas. Check for lost and found items before leaving. Do not leave any materials or equipment out including borrowed equipment. The facility must be left in the same or better condition than you found it. You are responsible for the clean-up and removal of all rubbish accumulated during your function, including restrooms. Put all rubbish bags in the rubbish container outside the building. Tables and chairs must be cleaned after use be properly stored. At the sole discretion of the Town of Chesterfield, if a cleanup is necessary in addition to the normal cleanup after events you may be charged additional fees.
18. **Cancelations:** If a user cancels within 14 days of the scheduled event they will be refunded 100% of their security deposit. Any cancellations after the 14 days will result in no refund of the security deposit. The Board of Selectmen or his/her designee may cancel the scheduled event without liability when, in their judgment, cancellation is necessary due to inclement weather or any other safety related reason. The Town reserves the right for just cause to cancel or deny use

of the facility to anyone at any time at his/her discretion. All deposits and fees will be returned if this occurs.

19. **User Liability:** The person in charge of this event/activity is fully responsible for making sure that all rules, policies and procedures laid out in this document are followed. This person is financially responsible for damages that occur as a direct result of their event/activity, as well as being directly responsible for the proper supervision and actions of the participants, and for a satisfactory clean-up and lock-up of the facility. Any activity in violation of these rules, policies and procedures, Town Ordinances, or NH State Law, is prohibited and will result in forfeiture of existing permits and denial of future use for the designated user, group or organization.

Failure to obey these Policies and Procedures may result in revocation of privileges to use the Town Hall for future events and/or legal redress. I have read the Town Hall Use Policies and Procedures and agree to abide by them.

Date _____ User's Signature _____

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Schedule Use Fees

Town Hall

Resident: \$25 per hour	Non Resident: \$35 per hour
\$100 ½ day (7 hours)	\$150 ½ day (7 hours)
\$200 full day (8 am to 11:30 pm)	\$300 full day (8 am to 11:30 pm)

Kitchen \$50 non refundable

Town Offices

Resident: \$10 per Hour Non Resident: \$20 per hour

Kitchen Use There shall be an additional non-refundable fee of \$50.00 for use of the kitchen to cook or prepare food using the building's appliances and/or utensils.

CLEANING FEES All users are required to leave the facility in the same condition in which it was found. Cleaning up must be done immediately following the event. The following additional minimum fee of \$100 will be assessed for additional cleaning that is required due to the failure of the reserving party to thoroughly police and clean areas after use.

MISCELLANEOUS FEES Additional fees not listed may be charged to you for your facility or field usage. Any additional fees billed to the reserving organization that are unpaid may result in legal actions to collect fees and may disqualify the reserving organization from any future facility reservations. The user is responsible for all damages no matter how minor. The Board of Selectmen reserves the right to obtain a quote for repair of damages and to bill the user accordingly. The Town of Chesterfield and/or the Board of Selectmen is not responsible for personal property/money or for the safety of any property brought onto the premises.

Security Deposits: There is a security deposit of \$100.00 per use. All security deposits are due with the use application and must be submitted separately by check or cash and include a self-addressed stamped envelope for return.

Security Deposit Returns: The building shall be inspected for contractual compliance after the event and cleanup is concluded. If the user has not complied, they shall forfeit their security deposit. If the user has complied, their security deposit shall be mailed back to them the following business day. Checks shall be mailed "voided".

Damages to the Building: Any damages to the building outside of the scope covered by the security deposit shall be handled separate from regular usage procedure using insurance and legal action, if necessary.

Initials _____ Date _____

Chesterfield Town Hall

Criteria for Sanctioned Groups

- Non-profit or Civic Organization with 33% chesterfield resident membership/participation,
- Non-profit or Civic Organization with a Town of Chesterfield business address,
- Non-profit or Civic Organization that demonstrate service to the Town of Chesterfield community
- Government agencies

Sanctioned Groups (12 yearly use without fee)

Sanctioned groups will have first priority for reservation in order listed

- Town of Chesterfield programs and events
- Age in Motion, Senior Lunch and Parks & Recs exempt for yearly use restrictions
- Non-profit organizations or Civic Organization which support Town Residents
- Events by non-profit or Civic Organization who have been sanctioned by the Town of Chesterfield
- Programs and activities open to all Town of Chesterfield residents with no entry fee for participation or attendance

Groups with Fees

- Private meetings, groups, parties, banquets, and social events for which there are no entry fees for participation or attendance
- Non-profit organization fundraisers or events involving fund raising.
- Private, business or commercial meetings, seminars, parties, auctions, fundraisers or other events where an entry fee is collected/charged, or funds are raised.

Town of Chesterfield – Select Board

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Alcohol Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

- ☐ I acknowledge that Town of Chesterfield does not provide, sell, or serve alcoholic beverages for events held on Chesterfield Town Property, operators, employees, agents, and servants are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.
- ☐ That should I consume alcohol on the property owned by Town of Chesterfield, I acknowledge that I am solely responsible for any and all damages suffered by myself or that I may cause to third parties as a result of said consumption to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.
- ☐ That should I provide alcohol to family, friends, guests, or third parties on property owned by Town of Chesterfield, I acknowledge that I am solely responsible for any and all damages suffered by myself or third parties as a result of providing alcohol to others to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium. I understand that alcohol is not allowed outside of the building.
- ☐ That I acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). I swear and affirm not to provide anyone under the age of twenty-one (21) with alcohol. I further acknowledge that should anyone under the age of twenty-one (21) consume alcohol on the property owned by Town of Chesterfield, I am solely responsible for the safety and well-being of that individual. That I am solely responsible and liable for any damages that result from someone under the age of twenty-one (21) consuming alcohol to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, personal injury, death, disfigurement, or loss of consortium to third parties.
- ☐ That I have read this waiver of liability in its entirety and agree with its terms. That I have executed the waiver voluntarily and without any inducement. I hereby for myself, my heirs, executors, administrators, or anyone else who might make a claim on my behalf, covenant not to sue, waive, release, and discharge Town of Chesterfield, its owners, operators, employees and agents from any and all liability, property damage, personal injury, death, disfigurement, or loss of consortium. This waiver extends to any and all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree to hold harmless, defend, and indemnify Town of Chesterfield, its owners, operators, employees, agents, and servants for any and all causes of action, claims, or lawsuits that may result from the consumption of alcohol on their property.

Signed this _____ day of _____, 20____, at Chesterfield, New Hampshire.

Signature of User(s)

Printed Name of User(s)

Signature of Person(s) Providing Alcohol

Printed Name of Person(s) Providing Alcohol

Signature – Town of Chesterfield