



NEWBURYPORT CITY HALL AUDITORIUM RENTAL APPLICATION

The City Hall Auditorium (Auditorium) of the City of Newburyport exists primarily for the purpose of housing governmental services. The Auditorium is used primarily by organizations and individuals when there is no conflict with governmental operations. The following rules and regulations are intended to allow equal opportunity for use of the auditorium and maintain the safety of the building and its occupants. It is the intent of the City to honor the Agreement of the party that is scheduling the Auditorium, but government services are the primary function of the building and take precedence. Parties who reserve the Auditorium Monday through Thursday must be aware that the government officials have the right to cancel the reservation if governmental use is deemed necessary for the good of the people.

RULES:

Supervision

- It is the 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 City 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 shall be paid by the user.

Use of equipment and premises in general

- A limited amount 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. Newburyport buildings are smoke free. Smoking is allowed only outdoors. 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. pursuant to Section XI-G of the zoning ordinance.
- Users are asked to leave the facility in the condition in which they found it, with the exception of moving the City-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.

Reservations

- An event date will be reserved and confirmed once a completed application is received, along with a check or money order for the total rental fee.
- All scheduling of events will follow the criteria listed below:
 - the priority of governmental use will take precedence;
 - the days and hours of use;
 - limits in numbers of persons allowed in the auditorium;
 - sound requirements or limitations;
 - the length of time that any one group may use the room, since exclusive use by one private group necessarily excludes access by other private groups during such period;
 - how frequently during a period of months or during a particular year a private group will be granted repeat access;
 - whether insurance or bonds will be required to secure performance by a private group of its commitment and conditions of use;
 - what release and indemnification agreements must be executed;
 - what commitment must be secured as to ethical fundraising, if fundraising is to be allowed;
 - whether private groups will be required to post or announce at particular increments that any views expressed by the private group during the course of its use of the facility are not the views of the City. Whether or not it is determined that the groups are required to post or make such an announcement, the announcement will post or announce the following: "Any views expressed by private groups leasing the Auditorium are not the views of the City."

Permits

- Alcohol may be served in the Auditorium only if proper permits are obtained from the Newburyport License Commission. You must submit an application to the License Commission two (2) weeks before their scheduled monthly meetings which are held on the first Wednesday of every month. View <http://www.cityofnewburyport.com/licensing-board> for more information.
 - If any alcoholic beverage is to be served, then the applicant shall secure liquor liability insurance, naming the City as an additional insured, in the amount of \$1,000,000. A copy of the insurance certificate must be in place with the Mayor'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 City's Police Marshal 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 at 4 Green Street, Newburyport, MA.
- A request for a permit shall be submitted to the City 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 City of Newburyport official.

Insurance, release of claims, indemnity, hold harmless agreement

- The applicant or user 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 City of Newburyport as an additional insured, and which provides that the City of Newburyport 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.
- Release of Claims, Indemnity and Hold Harmless Agreement shall be executed by any individual, over the age of 18, submitting an application for rental of the auditorium or by an authorized representative of any organization seeking to rent the auditorium, together with a certificate of authorization by the organization as to the authority of the individual signing for the organization.
- The City 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 City for any loss or damage to the building, its contents, equipment or grounds by the applicant, guests, employees or servants.

Release of Claims, Indemnity and Hold Harmless Agreement

The User shall, to the maximum extent permitted by law, indemnify and save harmless the City of Newburyport, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with User's use of the Auditorium located at 60 Pleasant Street, for any damage to its real or personal property that occurs in conjunction with the use of the facility by User, unless the damage is caused by the City of Newburyport's gross negligence or willful misconduct.

APPLICANT/USER RETAINS PAGES 1-3 OF THE RENTAL APPLICATION

Rental fee schedule

	<u>Commercial or Private Rental</u>	<u>Non- Commercial (Funds Raised)</u>	<u>Non-Commercial (No Funds Raised)</u>
<u>Weekday Rates:</u> <i>Monday-Thursday 8:00am-10:00pm, Friday 8:00am-4:00pm</i>			
Auditorium	\$75/hr	\$50/hr	\$0/hr
Set-up/access to reserved space prior to event	\$35/hr	\$35/hr	\$0/hr
<u>Weekend Rates (minimum of 2 hours):</u> <i>Friday 4:00pm-Monday 7:00am</i>			
Auditorium	\$125/hr	\$75/hr	\$50/hr
Set-up/access to reserved space prior to event	\$35/hr	\$35/hr	\$35/hr

Fees include use of available equipment (e.g. tables, chairs, podium, lighting) and one custodian. The City of Newburyport retains the right to assess a \$300 refundable security deposit and/or additional custodial fees at a rate of \$50/hr per custodial staff for rentals requiring more than one custodian.

Commercial Group: A group related to the buying or selling of goods and services; concerned with profit/earning money; relating to or based on the amount of profit something earns. Occupied with or engaged in commerce or work intended for commerce; of or relating to commerce; viewed with regard to profit; or supported by advertisers.

Funds Raised: Fees charged for participant registration or admission; and/or events/activities with a primary purpose of raising funds. Examples include auctions, raffles, games, concerts, dinners, performances, etc. (Note that M.G.L. c. 55, §14, prohibits solicitation of political contributions in a building occupied for state, county or municipal purposes for any political candidate or committee.)

Private Group: Rental by an individual intended for or restricted to the use of a particular person, or group; not open to the general public or members of an interested group, organization or institution. Examples include weddings, rehearsal dinners, showers, birthday parties, anniversary parties, bar and bat mitzvahs, etc.

The City of Newburyport does not charge room rental fees at the Auditorium to any local, state, or federal governmental agency, department, or body Monday-Thursday 8AM-10PM and Friday 8AM-4PM. Fees may apply to state and federal governmental entities Friday 4PM-Monday 7AM. The City of Newburyport retains the right to assess or waive fees for such use.

Fee payment for use of the Auditorium must be received no later than 2 weeks prior to the scheduled event. Checks or money orders are to be made payable to the City of Newburyport. Under no circumstances will cash be accepted for the rental of the Auditorium.



NEWBURYPORT CITY HALL AUDITORIUM RENTAL APPLICATION

Name of Organization _____

Organization Address: _____

Contact Person: _____

Contact Person Mobile Phone Number: _____

Contact Person E-mail Address: _____

Description of Event: _____

Date of Event: _____

Time of Event: From: _____ AM / PM To: _____ AM / PM

Non-Profit Organization: No _____ Yes _____ Tax ID # _____

Which describes your organization and its purpose for renting the space?

- ☐ Commercial organization
- ☐ Private Rental
- ☐ Non-Commercial Organization Raising Funds
- ☐ Non-Commercial Organization NOT Raising Funds

Will food/beverage be served?

- ☐ Yes*
- ☐ No

Do you need a raffle/bazaar permit?

- ☐ Yes**
- ☐ No

Will alcohol be served?

- ☐ Yes***
- ☐ No

*Check with the Newburyport Health Department on whether a temporary food service permit is required for your event: 978-465-4410

**Check with the City Clerk's Office if you are raising money/issuing prizes at your event: 978-465-4407

***Check with the License Commission on whether a one-day liquor license is required: 978-465-4407; ALSO obtain sign-off below from Newburyport Police Department Marshal or his designee:

Applicant for City Hall Auditorium rental has arranged for appropriate police detail coverage for the proposed event.

CITY MARSHAL (or designee)

SIGNATURE

DATE

Release of Claims, Indemnity and Hold Harmless Agreement

The User shall, to the maximum extent permitted by law, indemnify and save harmless the City of Newburyport, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with User's use of the Auditorium located at 60 Pleasant Street, for any damage to its real or personal property that occurs in conjunction with the use of the facility by User, unless the damage is caused by the City of Newburyport's gross negligence or willful misconduct

Required Attachments:

- ☐ Total rental fee
- ☐ Copy of general liability insurance coverage
- ☐ Copy of liquor liability insurance coverage
 - ☐ N/A

I have been furnished with a copy of the rules for renting space at the Auditorium including the Release of Claims, Indemnity and Hold Harmless Agreement. I understand and accept all of the terms presented.

_____ NAME	_____ SIGNATURE	_____ DATE
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*Completed applications with required attachments are to be mailed or hand-delivered to:
Mayor's Office, City Hall, 60 Pleasant Street, Newburyport, MA 01950*

Approved by the Mayor:

_____ SIGNATURE	_____ DATE
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Special conditions or requirements: _____

