



NEWBURYPORT SENIOR CENTER ROOM RENTAL APPLICATION

The Senior Community Center (SCC) of the City of Newburyport exists primarily for the purpose of housing Council on Aging and Veterans services and to be a gathering place for community events. The various rooms within the SCC are used primarily by organizations and individuals when there is no conflict with Council on Aging or Veterans operations. The following rules and regulations are intended to allow equal opportunity for use of the available rooms and maintain the safety of the building and its occupants.

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 made payable to City of Newburyport 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 relevant SCC rooms and facility;
 - 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 Senior Community Center are not the views of the City.”

Permits

- Alcohol may be served in the Community Room(s) 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

FOR APPLICATIONS RENTING THE COMMUNITY ROOM(S) AND/OR KITCHEN FACILITIES ONLY:

- 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.

FOR ALL APPLICATIONS TO RENT ANY ROOM

- 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 SCC or by an authorized representative of any organization seeking to rent the SCC, 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 Newburyport Senior Community Center located at 331 High 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>
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Weekday Rates: Monday-Thursday 8:00am-10:00pm, Friday 8:00am 4:00pm

Community Room A+B + Dining Room/Kitchen	\$100/hr	\$50/hr	\$0/hr
Community Room A or B	\$50/hr	\$25/hr	\$0/hr
Dining Room/Kitchen	\$75/hr	\$50/hr	\$0/hr
Arts & Crafts Room, Billiards Room, Board Room, Computer Lab, Exercise Equipment Room, Library, Wellness Room	\$50/hr	\$25/hr	\$0/hr

Weekend Rates (minimum of 2 hours): Friday 4:00pm-Monday 7:00am

Community Room A + B + Dining Room/Kitchen	\$150/hr	\$100/hr	\$50/hr
Community Room A or B	\$100/hr	\$75/hr	\$50/hr
Dining Room/Kitchen	\$125/hr	\$100/hr	\$50/hr
Arts & Crafts Room, Billiards Room, Board Room, Computer Lab, Exercise Equipment Room, Library, Wellness Room	\$100/hr	\$75/hr	\$50/hr

- All fees include use of available equipment (e.g. tables, chairs, podium, lighting) and one custodian.
- The City retains the right to assess additional custodial fees at a rate of \$50/hr per custodial staff for rentals requiring more than one custodian.
- The above rental fees represent the hourly fee for the duration of the event. Time necessary for set-up by renter will be charged at a rate of \$50/hour per custodian. The City will also assess a \$50/hour per custodian clean up fee for time needed to clean up after an event. Hours and custodial needs for set-up and clean-up are at the sole discretion of the City of Newburyport. These are dependent upon the nature and size of the event and will be included in the quote for room use once an application is received.
- All events over 50 people must pay a refundable \$300 security deposit to offset any time overages from contracted time or the need for additional time for clean-up.
- No regular rentals beyond three months in advance.

Group Definitions

Commercial Group: An entity 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 in the form of a membership fee or admission; and/or events/activities with a primary purpose of raising funds. Examples include auctions, raffles, games, concerts, dinners, performances, etc. An organization that charges members for participation in a hobby or activity is considered a Fund Raising group for this fee schedule. Charities that are holding a fund-raiser are also required to pay a fee for the facility. (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.)

NO Fund Raised: Any group that is a registered charity that does not charge a registration or membership fee for participants AND is not holding a fundraiser at the Community Center. This excludes weekends.

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 Senior Community Center 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 any SCC room 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 any SCC room.

The City reserves the right to waive fees for any organization that does not qualify for free space, but provides a direct and measurable benefit or service to the community or its residents.



NEWBURYPORT SENIOR COMMUNITY CENTER 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: _____

Number of attendees: _____

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 – this includes ANY organization that charges a fee for participation in a hobby or activity.

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.

1. If using a caterer off the attached list, no further contact with the Health department is necessary.
2. If bringing in food for a private event (pot-luck style, i.e. no caterer) and the food is NOT being sold as part of the event (baby showers, birthday parties, etc.) then no further Health Department contact necessary.
3. If using a caterer not on the approved list attached, please contact Health Department.

**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 SCC Community Room(s) rental has arranged for appropriate police detail coverage for the proposed event.

CITY MARSHAL (or designee)

SIGNATURE

DATE

Which room(s) at the SCC are you requesting to rent for your event?

- Arts and Crafts Room
- Dining Room
- Billiards Room
- Board Meeting Room
- Community Room A
- Community Room B
- Full Function (Community Room(s) A/B + Dining +Kitchen)
- Computer Lab
- Exercise Equipment Room
- Library
- Wellness

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 Newburyport Senior Community Center located at 331 High 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 and \$300 security deposit, if applicable.
- Copy of general liability insurance coverage (Only required if renting Community Room(s) and use of Kitchen Facilities)
- Copy of liquor liability insurance coverage
 - N/A

I have been furnished with a copy of the rules for renting space at the Senior Community Center 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:
Newburyport Council on Aging, Senior Community Center, 331 High St, Newburyport, MA 01950*

Approved by the Council on Aging Director or designee:

SIGNATURE	DATE
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Special conditions or requirements: _____

Food Establishment	Street	City	State	Zip	Phone Number	Email Address	Contact's Last Name	Contact's First Name
Andiamo Restaurant	24 Winter Street	Newburyport	MA	01950	978-804-8876	jrogers@andiamo-restaurant.com	Rogers	James
Angry Donuts	49 Munroe Street	Newburyport	MA	01950	978-729-6359	thomas.b.quill@gmail.com	Quill	Thomas
Carry Out Café	155 State Street	Newburyport	MA	01950	978-499-2240	paula@carryoutcafe.com	Simpson	Paula
Dos Amigos Burritos	24 Pleasant Street	Newburyport	MA	01950	978-255-7326	joelfredharris@hotmail.com	Harris	Joel
Fowle's Market	341 High Street	Newburyport	MA	01950	978-465-9028	meatgirlcorp@gmail.com	Whittier	Heidi
Habib's Mediterranean	1 Butler Street	Newburyport	MA	01950	978-549-0897	katie@habibsmediterranean.com	Habib	Kathleen
Harborside Catering	1 Tournament Wharf	Newburyport	MA	01950	978-462-7785	mkirk@michaelsarborside.com	Kirk	Matt
Lexie's On State	88 State Street	Newburyport	MA	01950	978-465-6662	kc@lexiesjoint.com	Cargill	KC
Metzy's Cantina	5 Boston Way	Newburyport	MA	01950	617-448-9435	emetzdorf@metzys.com	Metzdorf	Eric
Middle Street Foods	25 Middle Street	Newburyport	MA	01950	978-375-1906	middwestreefoods@gmail.com	Coyle	John
Panera Bread	53-55 STOREY AVE.	Newburyport	MA	01950	978-465-0646	supportcenter@prrestaurants.net	Peterman	David
Starboard Galley	55 Water Street	Newburyport	MA	01950	978-462-1326	starboardgalley1@gmail.com	Greco	Gary