

OLD TOWN HOUSE

Market Square
MARBLEHEAD, MASSACHUSETTS 01945
(Adopted by the Board of Selectmen, August 14, 2013)

Facility Details

Building Capacity: (approx) 165 people (lecture-style seating) or 77 people (functions)
Lease Space: Main Floor / Meeting Hall space (only)
Lease Rates \$250/day or event plus, \$250 security deposit (+) custodial fees

Permitted Uses

Meetings

Concerts (scaled accordingly)

Student Programs

Conferences

Voting / Elections

Wedding ceremonies

Charity events or auctions

Art shows

Lectures

Food and Beverage - Board of Selectmen approval necessary

- One day Liquor License required if alcoholic beverages
 - Proof of Liquor Liability required.
 - Certificate of Liability naming Town of Marblehead as additional insured
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Scheduling Process

1. Contact Board of Selectmen Office Telephone: 781-631-0000
E-mail: wileyk@marblehead.org
2. Scheduling Requires Selectmen Approval – Board meets 2nd and 4th Wednesday of every month.
3. Request should be made seven (7) calendar days prior to a Selectmen's Meeting.

RULES AND REGULATIONS FOR USE OF THE OLD TOWN HOUSE

1. As a renter of Town property, you must have in force throughout the entire time of occupancy (including any set-up and/or take-down dates) a General Liability policy with limits of at least \$1million in Bodily Injury and Property Damage Liability per occurrence and \$3million aggregate. The Renter's General Liability policy will be primary and non-contributory with respect to any other valid and collectible insurance. The Renter is solely responsible for any and all deductibles or self-insured retention limits that may apply. The Town of Marblehead shall be named as an additional insured on the Renter's General Liability policy. A Certificate of Insurance meeting the above insurance requirements and a signed copy the "Indemnification Agreement" must be filed with the Board of Selectmen, Abbot Hall, at least seven (7) days in advance of using the Old Town House. Damages shall be paid promptly by the person or organization using the Town House.
2. A user fee of \$250.00 per day or event as well as a security deposit in the amount of \$250.00 is due at least seven days in advance of the first day of use and shall be paid at the Selectmen's Office, Abbot Hall. In the event there is damage which is caused to the Town House the Town may apply the security deposit to the cost of the damage without further authorization by the renter. Said withholding and/or use of the security deposit or renters liability insurance by the Town shall not constitute a waiver of any rights the Town may have to seek reimbursement for the damage caused if in excess of \$250.00 and shall not relieve the renter of any obligations or costs of repair. The Town of Marblehead retains any and all rights it may have to seek any appropriate legal action in order to reimburse the Town for the costs associated with the repair of the Old Town House, including but not limited to costs of procurement, filing fees and legal fees and costs.
3. Custodians must be paid when use of the Old Town House takes place outside the regular working hours of custodians employed by the Town. Custodial fees will be due seven days in advance and paid in the Building Commissioner's Office, 7 Widger Road.
4. No drinking or eating is allowed in the Town House without a vote of the Board of Selectmen authorizing same.
5. Exit ways and other passages MUST be kept clear of obstruction; a 4-foot clearance shall be maintained at all times.
6. No alcoholic beverages shall be permitted without specific authorization by a vote of the Board of Selectmen. If such authorization is granted, the applicant must obtain a one-day alcoholic beverage license (wine /beer only) (\$50) through the Selectmen's Office and provide the Town with Liquor Liability Insurance. All areas must be neat and orderly at all times.
7. Proper behavior is expected in the neighborhood as well as in the building. Lights in stairwells are to be kept ON at all times when the building is occupied.
8. People using the building, and all invitees and guests shall respect and treat the structure with respect and care at all times.
9. All display designs shall be approved by the Building Commissioner and Fire Chief prior to placement in the building.
10. A review of the condition of the Old Town House rented area(s) shall be conducted with the Building Commissioner, or his designee, and renter prior to and following occupancy of the Old Town House. (Form Attached.) No nails, screws, staples, tape or other affixing materials are to be used to attach objects to the walls, ceilings or floors without permission of the Building Commissioner. Damage caused by same will be noted on the review form and the renter shall be responsible for any and all costs and expenses related to the repair of same.
11. Any existing holes in the walls, ceilings or floors may be used to suspend or stay displays; new holes are forbidden. All basic painting of displays must be done in a location other than the Town House or its grounds.
12. All flammable textiles brought into the hall shall be approved by the Fire Department.

13. No open flames are allowed.
14. Seating arrangements shall be approved by the Building Inspector in advance.
15. The use of two-wire (zip cord) electrical extension cords is not permitted; only three-wire grounded extensions may be used.
16. All lights and chairs moved during use of the Old Town House must be put back in their original place before the building is vacated.
17. All trash must be properly disposed of in trash bags and barrels as provided. The renter must contact the Abbot Hall custodian office (782-631-0000) for all refuse to be picked up on the Monday following use.
18. The Selectmen reserve the right and in their sole discretion if they determine it is in the best interest of the Town to do so, to revoke the permit for use of the Old Town House at any time. The renter agrees by signing below that the Town shall sustain no liability for any such revocation. All deposits and fees shall be promptly returned to the renter in the event of cancellation by the Board of Selectmen.
19. In the event the renter cancels prior to 48 hours of the event, the Town may retain one-half the rental fee and shall promptly return the remainder of the rental fee and the deposit. Any cancellation after 48 hours prior to the event shall result in complete forfeiture of the rental fee but the Town shall return the deposit.
20. It is expressly understood and agreed that the regulations of the Board of Selectmen are to be strictly complied with, and that the undersigned hereby assumes full responsibility for any damages to, or loss of, town property in consequence of such use of the facility described above, and engages to make same good without expense to the Town of Marblehead, including costs of repair, replacement, procurement, court costs and legal fees.

The Organization, agrees to release, acquit, discharge and hold harmless the Town and/or the Town of Marblehead Board of Selectmen, and all of their employees, agents, board members, or volunteers (collectively the "Town") with regard to the use of the Old Town House and from any and all claims, rights actions, causes of actions that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to the Organization, its invitees and guests or property damage resulting from the Organizations use of the Old Town House.

The Organization also promises to indemnify, defend and hold harmless the Town against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries to the Organization, its invitees and guests or property damage resulting from the Organizations use of the Old Town House.

The signee hereunder, further affirms that he/she has read this Consent and Release Form and that he/she understand the contents of this Form and has all necessary and appropriate authority to execute same.

The undersigned further agrees to pay promptly such charges as may be made for the accommodations requested.

Name _____

Address _____

Telephone _____

Signature _____

Title _____

Event/ Date _____

USER FEES FOR USE OF THE 1727 OLD TOWN HOUSE DO NOT INCLUDE COSTS OF DAMAGE TO THE BUILDING, NOR DO THEY INCLUDE FEES FOR REQUIRED LICENSES, PERMITS OR PERSONELL.

Office Use:

Cert of Liability:_____ Rent:_____ Security:_____ Custodial Fees:_____

JULY 2013

CONDITION OF PREMISES

DATE

Organization

Date(s) of Use

Individual Conducting Walk-Through

(Insert sketch of rented areas. Denote any damages existing prior to occupancy)

Review date following use

Signature of individual conducting follow-up walk-through

Building Commissioner