

 <p>Town of Allenstown New Hampshire</p>	POLICIES & PROCEDURES Town of Allenstown, NH			
	<i>Title</i> FACILITIES USE POLICY			
	<i>Policy No</i> #2015-001	<i>Original Adoption Date</i> 12/13/2004	<i>Revision – No. & Date</i> 1/5/2015	<i>Page No</i> Page 1 of 6

Section 1.0: Purpose

This policy is designed to ensure the orderly use of Town Facilities (hereinafter sometimes referred to as the "facility") and the consistent application of rules to municipal, school, community and private entities. It is the goal of the Town of Allenstown that Town Facilities be used for government, school and community recreation and social activities in an effort to benefit the citizens of Allenstown and the residents of surrounding communities. This policy does not supersede activities which are sponsored by departments, boards, commissions, committees or functional areas of the Town of Allenstown. Such activities are controlled by the designated facility managers.

Section 2.0: Organization Affected

All departments, boards, commissions, committees and/or functional areas of the Town of Allenstown.

Section 3.0: Definitions

3.1 Facility: Property of the Town of Allenstown to include land and the structures on them.

3.2 User: User shall mean person, group or public, private or nonprofit entity.

Section 4.0: Policy

4.1 Fees

All users utilizing Town Facilities shall be required to pay a fee as determined by the Board of Selectmen which is designed at a minimum to cover the cost of utilities, maintenance, insurance, upkeep and wear and tear on the property. The Selectmen reserve the right to change the fee schedule at any time and impose different fees for the use of the facility based on the type of user, size of the user, type of activity in terms of the use, frequency of the use and risk posed by the activity or user of the facility. In addition, the Town reserves the right to impose a charge for Town Facilities equipment, such as, tables, chairs, and kitchen equipment. The Town also reserves the right to require a security deposit from any group using Town Facilities in an amount determined to be reasonable in the Selectmen's sole discretion. All fees for the use of the facility, equipment, and security deposits shall be paid at least seven (7) Days prior to the date of use of any Town Facility or upon the date which the group using the facility receives confirmation from the Town approving their reservation of the facility, whichever occurs first.

The full fee for use of the facility shall be paid at least two (2) business days in advance of the use of the facility.

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4.2 Cancellation

Facility users who provide at least thirty (30) days written notice of their cancellation of reservations shall receive a full refund of their security deposit. Users of the facility who provide at least seven (7) days' notice of cancellation but less than thirty (30) days shall be charged an administrative fee for cancellation equal to ten percent (10%) of their security deposit. Users who cancel their reservation of the facility less than seven (7) days before the scheduled event shall forfeit their security deposit unless the facility is re-rented for the same time at an equal or higher rate at which time the user shall have their security deposit returned less only the ten percent (10%) administrative fee.

The Town may cancel any reservation for use of the facility without cause upon seven (7) days written notice to the user. The Town, for any good cause may cancel any reservation of the facility with less than seven (7) days' notice. Good cause for purposes of this section shall include but not limited to terror alert level; natural disaster; civil disturbances; local emergency; public safety; necessary governmental function; danger to health or the environment. Cancellation by the Town shall result in full return of the security deposit.

4.3 Liability and Indemnity

In the event of damage to the facility or equipment, the user shall be responsible to make full and complete payment for the full amount of the cost of repair or replacement, whichever the Town has elected in its sole discretion within seven (7) days after receipt of written notice of such loss or damage from the Town. The user's security deposit may be withheld until such time as the Town determines there has been no loss or damage or all loss and all damage has been fully determined and repair or replacement completed. Upon determination that there has been no loss or damage or that repair or replacement has been completed, the security deposit shall be returned less any applicable deductions for repair or replacement. All facility users must provide a certificate of insurance at least two (2) business days before their use of the facility in the minimum amount of three Hundred Thousand dollars (\$300,000.00) or such higher amount as the Town may determine in its sole discretion is appropriate. Said certificate of insurance shall also identify the facility as a covered premise and list the Town as a named insured. The Board of Selectmen may waive the requirement to provide a certificate of insurance. The Board of Selectmen will weigh the level of potential risk to the Town in making this determination.

The user further agrees as a condition of using the facility that it shall hold the Town harmless from any claims, obligations and liabilities arising out of its use of the facility. The user also agrees to indemnify the Town from any and all claims, demands, actions, causes of action, suits, writs, complaints, judgments, levies, executions, damages, costs, and attorney's fees associated with or arising out of their use of the facility including but not limited to claims, from the users, their members, employees, agents, customers, guests, patrons, invitees, and trespassers. In no event shall the Town be liable for any damages or losses incurred by the user, their

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members, employees, agents, customers, guests, patrons, and invitees in an amount greater than the rental paid by the user to the Town for the facility.

4.4 Rules and Regulations

All users agree to abide by these rules and regulations concerning use of the facility and facility grounds:

- 1.) No reservation of the facility shall occur until an application on a form approved by the Board of Selectmen has been completed.
- 2.) No use of the facility shall be deemed to create a tenancy by the user or any rights under RSA 540-A.
- 3.) All users must comply with all fire safety and security regulations and policies promulgated by the Allenstown Fire Department and Allenstown Police Department.
- 4.) No smoking in the facility.
- 5.) The consumption or possession of alcohol is only permitted when approved by the Facility Manager. Distribution and/or sales of alcohol must comply with applicable state statutes. Events in which alcohol will be possessed, consumed, distributed or sold will require a certificate of insurance and the presence of a police officer in every instance. Applicants must coordinate with the police department to contract for a detail police officer at the expense of the applicant. The only exception to this section is for religious events which involve the incidental consumption of alcohol in quantities of less than one ounce.
- 6.) No open flames, pyrotechnics or other form of combustion shall be permitted in the facility or on the facility grounds.
- 7.) User shall be responsible for securing the facility upon exit or completion of use including but not limited to closing and locking windows and doors, shutting off all lights and appliances.
- 8.) User shall be responsible for leaving the facility and facility grounds in the same condition as when turned over to the user including but not limited to, cleaning the facility, especially vacuuming and cleaning the bathrooms; emptying and removing all trash and garbage; taking down and removing all decorations; banners and posters; putting away and replacing all equipment; removing all food and other perishables; and reporting to the Town immediately all loss or damage.
- 9.) No user shall be permitted to store equipment, materials, or other items in the facility or on the facility grounds except with the express written permission of the Facility Manager.
- 10.) The Town reserves the right to amend, alter, change, modify, or supplement these rules at any time, including by way of posting additional rules and regulations inside the facility.

4.5 Agreement

By completing an application for use of the facility, the user is agreeing to abide by all of the policies, rules, terms and conditions contained herein and as may be subsequently adopted by the

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Town. The user acknowledges that the failure to abide by any of these policies, rules, terms and conditions may result in loss of privileges to use the facility. User agrees that this agreement and the policies, rules, terms and conditions shall be governed by New Hampshire law.

Section 5.0: Procedures

5.1 Application

The applicant shall submit an application for use of the facility on a form approved by the Board of Selectmen to the respective Facility Manager.

A representation that the person signing the application has full power and authority to bind the user to these terms and conditions.

Section 6.0: Implementation

To facilitate conduct in accordance with this policy, a copy of this policy shall be made available to department heads, employees, volunteers, board and committee members, appointed or elected to office and at such other times as may be necessary.

Section 7.0: Signature

	Position	Signature	Date
<u>Original Policy Prepared By:</u> 	Administrative Assistant		12/13/2004
<u>Original Policy Reviewed & Approved By:</u> 			
Arthur G. Houle	Board of Selectman Chairperson		12/13/2004
Sandra A. McKenney	Board of Selectman		12/13/2004
Peter A. Viar	Board of Selectman		12/13/2004



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	Position	Signature	Date
<u>Revised Policy Prepared By:</u> Shaun Mulholland	Town Administrator		01/05/2015
<u>Revised Policy Reviewed & Approved By:</u> Jason Tardiff	Board of Selectman Chairperson		01/05/2015
Jeffrey Gryval	Board of Selectman		01/05/2015
Kate Walker	Board of Selectman		01/05/2015



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Section 8.0: Policy & Procedure Revision History

	Initials	Changes Made	Approvals	
			By	Date
Original Adoption				
Amendment		Reformatted ,Section 3 added, Section 4.3 revised, Section 4.4 subsection 4,5,6 revised	Jason Tardiff, Chairman Jeffrey Gryval, Selectmen Kate Walker Selectmen	01/05/2015
Amendment				
Amendment				

Signature Certificate

 Document Reference: JW5VMZIA7IW9ARDPMY4JRL

RightSignature
Easy Online Document Signing

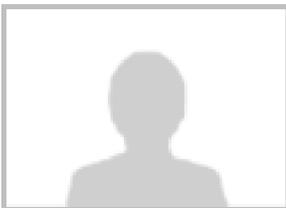


Kate Walker
Party ID: 53M5PLJXW5GK2MUZE5Z55Z
IP Address: 65.175.133.144
VERIFIED EMAIL: kwalker@allentownnh.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

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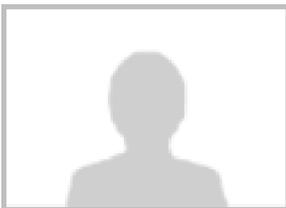


Jeffrey Gryval
Party ID: BK6ETPICHIVN6XR9TT86TC
IP Address: 104.129.196.75
VERIFIED EMAIL: jgryval@allentownnh.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

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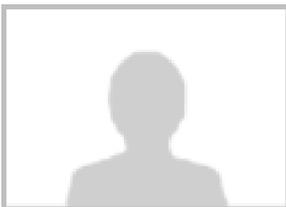


Jason Tardiff
Party ID: MKFJ58JJX3EBRSFSBSZULF
IP Address: 173.9.43.198
VERIFIED EMAIL: jtardiff@allentownnh.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

d10b551804ea544d1d5fbc532c4472f38aa87903



Shaun Mulholland
Party ID: AC2TCVJF6KCT4PZACJWJKB
IP Address: 64.222.96.214
VERIFIED EMAIL: smulholland@allentownnh.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

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This signature page provides a record of the online activity executing this contract.

Signature Certificate



Document Reference: JW5VMZIA7IW9ARDPMY4JRL

RightSignature
Easy Online Document Signing

Timestamp

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Audit

All parties have signed document. Signed copies sent to: Kate Walker, Jeffrey Gryval, Jason Tardiff, Shaun Mulholland, and Shaun Mulholland.

Document signed by Jason Tardiff (jtardiff@allentownnh.gov) with drawn signature. - 173.9.43.198

Document viewed by Jason Tardiff (jtardiff@allentownnh.gov). - 173.9.43.198

Document signed by Kate Walker (kwalker@allentownnh.gov) with drawn signature. - 65.175.133.144

Document viewed by Kate Walker (kwalker@allentownnh.gov). - 65.175.133.144

Document signed by Jeffrey Gryval (jgryval@allentownnh.gov) with drawn signature. - 104.129.196.75

Document viewed by Jeffrey Gryval (jgryval@allentownnh.gov). - 104.129.196.75

Document signed by Shaun Mulholland (smulholland@allentownnh.gov) with drawn signature. - 64.222.96.214

Document viewed by Shaun Mulholland (smulholland@allentownnh.gov). - 64.222.96.214

Document created by Shaun Mulholland (smulholland@allentownnh.gov). - 64.222.96.214



This signature page provides a record of the online activity executing this contract.