

Memorial Hall Use Policy

Introduction:

The Monson Memorial Hall is a treasured municipal resource that has served as a meeting and gathering place for many civic and cultural events sponsored by various groups in town since it was dedicated and opened for public use in 1885. In May of 1984, Memorial Hall was listed on the National Register of Historic Places, recognizing the building's fine architecture and historical significance and preserving its heritage for the citizens of Monson.

Purpose:

The Monson Board of Selectmen allows the use of the auditorium for civic, educational, philanthropic, and recreational purposes having a substantial nexus to the Monson community. At a minimum, such a nexus requires that any group seeking use of the auditorium provide a sponsor who is a resident of Monson and signs the reservation form prescribed below. In allocating the use of the auditorium, the Monson Board of Selectmen shall not discriminate on the basis of the political or religious beliefs of the applicant groups, or on any other constitutionally or statutorily prohibited basis. However, the provision of the auditorium space must always be subordinate to the paramount need to protect the historical and physical integrity of the building. No use of the auditorium will be allowed that is likely to result in or risk physical damage to the building or its contents.

Use of space within the Memorial Hall for municipal purposes and by any local group maintaining a lease with the town for the building, shall take precedence over all other uses. Use of the auditorium for private entrepreneurial or commercial purposes is not encouraged and approved only when other community benefits can be supported by the proposed use.

Exceptions to this policy may be made at the discretion of the Board of Selectmen as it deems in the best interest of the community.

Conditions of Rental

All groups seeking use of the auditorium shall complete submit and, at the request of the Board of Selectmen, update an application on a form approved by the Board of Selectmen. Such form shall incorporate by reference this policy and shall recite that the applicant group has received a copy of this policy and agrees to abide by the terms and conditions of this policy.

Reservations shall be made through the office of the Board of Selectmen or its designee. No group may reserve or use the auditorium unless it complies in all respects with the provisions of this policy and submits, in fully executed form, the application and indemnification agreement called for in this policy, and any insurance certificate

requested pursuant hereto. No auditorium reservation shall be deemed complete until the office of the Board of Selectmen receives a complete, signed original form (together, if applicable, with an original insurance certificate). Any false, misleading or incomplete statement on the application form shall be grounds to forbid the use of the auditorium or meeting rooms by the applicant group.

The Board of Selectmen and its staff reserves the right to reject a reservation request if the anticipated meeting is likely to be unreasonably disruptive to other municipal operations in the Memorial Hall vicinity, too large for the applicable room capacity, disorderly, dangerous to persons or property, or in any other way inconsistent with or in contravention of any of the terms and conditions of this policy. In determining whether such likelihood exists, the Board of Selectmen and/or its staff may take into consideration the contents of the application form, the history of the group's prior use of Memorial Hall, the history of the group's use of meeting facilities elsewhere, and such other information, as they may deem appropriate.

The Board of Selectmen reserves the right to determine, in its reasonable discretion, whether any proposed use of Memorial Hall will require a police detail or other extraordinary police protection, and if so the anticipated cost thereof. In making this determination, the Board of Selectmen may take into consideration the contents of the application form, the history of the group's use of the building or any other municipal facilities, and such other information as the Board of Selectmen may deem appropriate, and may consult with the Chief of Police or his designee. If the Board of Selectmen determines that such police protection will be reasonably necessary, the group seeking to reserve the use of Memorial Hall shall be required, as a condition of rental, to pay to the Town of Monson by such date in advance of the proposed use as the Board of Selectmen reasonably sets, the anticipated cost of such police protection, and said sum shall be applied thereto, with any surplus being returned to the group after the meeting. The group shall be liable to the Town of Monson for any deficiency.

Reservations may be made up to one year in advance for up to twelve (12) meetings annually. Reservations shall be accepted, subject to the provisions of this policy, in the order received.

Failure to notify the Board of Selectmen of cancellations may result in forfeiture of future bookings.

Minors may not reserve a meeting room, nor can they serve as sponsors.

Rules for Use

All uses of Memorial Hall shall be open to the public and no one shall be excluded from attendance except in order to comply with the occupancy limit applicable to the area in question. The occupancy limits are as follows: three hundred (300) persons for the first floor and one hundred thirty-five (135) persons for the balcony.

Groups shall at their own expense and at least two weeks in advance of the proposed use of the building, procure any license or permit necessary for the event.

The theater lights, platforms, background flats, velvet curtains on the stage, acoustical flats, and chairs, are all property of the Monson Arts Council, Inc. If use of these is requested, permission must be obtained from the Monson Arts Council, Inc. unauthorized use of this equipment could result in future denial of use of the building. The group using the building shall directly reimburse any cost of repair to damages to this equipment resulting from the use of it to the Monson Arts Council Inc.

Groups using the area may arrange tables and chairs as they choose, provided any items used are returned to their original placement at the close of the use of the building. The Town does not provide set-up assistance.

Smoking and alcohol are prohibited. The Board of Selectmen may grant a special permit for alcohol at its own discretion and upon separate application to the board. A certificate of liquor liability insurance with the Town of Monson named as a certificate holder is mandatory for any alcohol use.

Light refreshments are permitted provided the sponsoring group cleans up. No food is to be left on the premises. There are no kitchen facilities in Memorial Hall for use.

Each group using the auditorium shall be responsible to ensure that the room and the rest rooms are returned to the same condition after the use as it was prior to the use. Failure to restore the facility to such prior condition shall render the group liable to the Town of Monson for the cost of repair and clean up and may result in the forfeiture of future bookings.

There will be no parking on the brick driveway. The area may be used for brief loading/unloading, but vehicles must be moved as soon as possible. Whenever possible, the handicapped ramp should be used for bringing property into or out of the building rather than the front entry. This is in order to minimize potential damage to the historic entryway.

There is NO PARKING for any purpose in the fire lanes in the driveway and in the parking lot at the rear of the building. Supervision of parking to avoid this problem is the responsibility of the user of the building.

The person signing acknowledgement of receipt of a copy of these regulations will be held responsible for turning off all lights, turning the thermostat back to the predetermined setting, checking all exits to make sure doors are securely closed and locked, and returning the key to the custody of either the Monson Selectmen's office or the Monson Police Department.

Indemnification and Insurance

All groups using Memorial Hall shall execute and deliver a written undertaking in a form to be prescribed by the Board of Selectmen by which such groups shall agree to hold harmless the Board of Selectmen and the Town of Monson and all employees of the town, harmless from and to indemnify them against all costs, damages, losses, claims, and expenses incurred, directly or indirectly, as a result of such group's use of a meeting room. Such costs, damages, losses, claims and expenses shall include, without limitation, any damage to Memorial Hall, its contents and the grounds; the cost of employee overtime, if occasioned by the use of Memorial Hall; the cost of police protection, if deemed necessary by the Board of Selectmen and/or the Chief of Police; and any claim asserted by any third person against the Board of Selectmen, the Town of Monson and/or any employee of the Town of Monson on account of any alleged injury casually related to the meeting, together with defense costs including reasonable attorneys' fees.

The said written undertaking shall also constitute a release by the group and each and all of its members for any claim against the Board of Selectmen, the Town of Monson, and any employee of the Town of Monson for any injury to persons or damage to property suffered by such group or any of its members during or as a result of the use of the meeting room, except insofar as such injury or damage is directly and solely caused by the negligence or intentional misconduct of any person belonging to or acting on behalf of the Board of Selectmen, the Town of Monson or its employees.

The Board of Selectmen requires any applicant group to supply a certificate of insurance, from an insurer licensed to do business in Massachusetts, in such amount and in such form as the Board of Selectmen may reasonably deem appropriate, such amount not to exceed \$1 million, naming the Board of Selectmen as an additional insured, and covering damage to Memorial Hall, grounds and contents and injury to persons occasioned by the use of the building. Such certificate shall evidence that the insurance it represents is not cancelable except on at least ten- (10) days' written notice to the Board of Selectmen. In the event of such cancellation, the building use reservation shall be canceled unless the group forthwith substitutes a new insurance certificate meeting the aforesaid requirements.

Publicity

In allowing a group to use a meeting room, the Board of Selectmen, the Town of Monson and its employees do not imply any endorsement of the group's beliefs, policies or program. No group shall in any of its publicity state or suggest that the Board of Selectmen, the Town of Monson or its employees sponsors or endorses the meeting, the group or any particular set of ideas.

Fee Structure

Town appointed or elected committees, lessees and town sponsored organizations, including but not limited to Parks and Recreation, Schools, Monson Free Library, Historical Commission, etc.

NO FEE

Monson 501(c)3 non-profit organizations and other non-profit locally recognized groups for events lasting three to five hours in the afternoon or evening.

FIFTY DOLLARS (\$50.00) per event

For Profit Groups

ONE HUNDRED DOLLARS (\$100.00) per event

TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for up to three days with a \$50 per day fee for any days in advance of one for set-up and days in which clean up of the hall is not completed by noon of the following day.

6. Type of Organization: The organization is the following (check one and fill in any applicable blanks):

_____ a non-profit corporation incorporated in the state of _____

_____ an unincorporated association

_____ other (please describe): _____

7. Past Events. The following is a complete list of the locations where the organization has held meetings during the last two- (2) years:

Name of Facility	Date	Address	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional sheets if necessary.

8. Date and Time of Booking: The organization desires to reserve Memorial Hall for the following time(s) and date(s) and estimates the number of people who will be attending as follows:

Date	Start Time	End Time	Size of Event
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional sheets if necessary.

9. Indemnification: The undersigned organization hereby agrees to hold the Board of Selectmen, and the Town of Monson and its employees, harmless from and to indemnify them against all costs, damages, losses, claims and expenses incurred, directly or indirectly, as a result of such organization’s use of Memorial Hall. Such costs, damages, losses, claims and expenses shall include, without limitation, any damage to the auditorium or any other part of Memorial Hall building, grounds or contents; the cost of employee overtime, if occasioned by the use of the building; the cost of police protection, if deemed necessary by the Board of Selectmen; and any claim asserted by any third person against the Board of Selectmen, the Town of Monson, and/or any town employee on account of any alleged injury casually related to the meeting, together with defense costs including reasonable attorneys’ fees.

10. Release: In consideration of the use of the meeting room, the undersigned organization, for itself and each and all of its members and guests, hereby releases, remises and waives any and all claims which they, or any of them, ever will or may have against the Board of Selectmen, the Town of Monson and/or its employees for any injury to persons or damage to property suffered by such group or any of its members during or as a result of the use of the auditorium or any portion of Memorial Hall and its grounds, except insofar as such injury or damage is directly and solely caused by the gross negligence or intentional misconduct of any person belonging to or acting on behalf of the Board of Selectmen, the Town of Monson or its employees.

11. Meeting Room Policy. The undersigned, on behalf of the organization, acknowledge(s) receipt of a copy of the Memorial Hall Use Policy of the Board of Selectmen of the Town of Monson and agree(s) to abide thereby.

Witness our hands and seals as of this _____ day of _____, 20_____

(Name of organization)

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Address: _____

Phone: _____