



THE CENTER AT SACHEM ROCK USAGE AGREEMENT

Contact Information (Please Print)

Organization or individual: _____

Name of person in charge of event: _____

(This person must be in attendance for the entire event.)

Address: _____

Telephone: _____ Alternate Telephone: _____

Email: _____

- Classification of Renter:
- Town Government, Board or Committee
(FOR OFFICAL BUSINESS, NOT PERSONAL)
 - Non-Profit Organization
 - East Bridgewater Organization or Resident
 - Non-East Bridgewater Organization or Resident

Event Information

Date of Event: _____ Hours of Event: _____

Type of Event: _____

Hours of Setup/Cleanup: _____

Room(s) Requested: _____

Approximate number in attendance: _____

Furniture/Equipment Needs: Tables: _____ Chairs: _____

**Please note that tablecloths, silverware, dishware
and glassware are not provided.*

Other: _____

Will the outdoor decks and grounds be used? YES NO

Will refreshments be served? YES NO

Will this event be catered? YES NO

Will the kitchen be used by the caterer? YES NO

Will beer & wine be served?

YES

NO

(If above is "YES" an Application for Liquor License must be completed and submitted 30 days prior to event by a Licensed Bartending Service.)

Only Licensed Caterers May Prepare Food in the Kitchen.

Please note that the refrigerator, freezer, coffeemaker, sink and microwave oven **MAY** be used. The stove, oven and dishwasher **MAY NOT** be used unless by a licensed caterer. The caterer **MUST** provide a copy of current food service permit and Serve Safe Certificate if cooking on premises.

Caterer's Information

Name: _____

Telephone: _____ Email: _____

Certification of Insurance: _____

Payments accepted by check, money order or cash within (14) fourteen days of event payable to: Town of East Bridgewater

Total Due for Rental: _____

Deposit: _____ Security Deposit: _____

Date received: _____

Balance Due: _____ Date Due: _____

(Final payment due day of event)

Cancellation Policy

The cancellation of events must be made in writing seven (7) days prior to the scheduled event. The applicant must verify receipt of the cancellation by calling the Selectmen's Office at (508) 378-1601. Failure to provide written notice will result in forfeiture of deposit.

By signing below, I have received a copy and hereby agree to abide by all the policies and conditions of "The East Bridgewater Center at Sachem Rock Rental Agreement attached and of all the laws of the Commonwealth of Massachusetts and the Town of East Bridgewater.

Signature of Applicant: _____

Date: _____

Signature of Function Coordinator's Approval: _____

Date: _____



THE CENTER AT SACHEM ROCK POLICIES & PROCEDURES

GENERAL INFORMATION

The Center at Sachem Rock, 355 Plymouth Street, East Bridgewater, MA 02333 is owned and maintained by the Town of East Bridgewater. The Town wishes to make the Center at Sachem Rock available to associations and individuals for educational, recreational, social, civic, philanthropic and other similar purposes for the interest of the community. Use of this building for activities is a privilege granted by the town to qualifying individuals and groups. Such privileges are intended to make this building a community resource.

We are happy to have you use our facility for your function and hope that you will enjoy using the Center at Sachem Rock (CSR). The building is available for functions that do not conflict with the normal activities of the Council on Aging. Our foremost obligations are to the functions of the Council on Aging and the security of the Center. Subject to scheduling limitations, the Board of Selectmen (BOS), therefore, reserves the final right of approval for use of the Center.

Please note that the Board of Selectmen reserves the right to change, alter, amend or delete these policies at their sole discretion.

USE

An application (The East Bridgewater Center at Sachem Rock Usage Agreement) to use the facilities will be made out for approval. **The completed application form may be faxed (508) 378-1636, dropped off, or mailed to the East Bridgewater Town Hall, Board of Selectmen's Office, 175 Central Street, East Bridgewater, MA 02333.** Building use is determined on a first come, first served basis. This application will identify a designated, responsible person to whom the permit is to be issued. This individual must be available to speak with the BOS and/or its designated representative to provide any additional information that may be required. The renter must initial and date the application and the bottom page of each of the Policies and Procedures indicating the Policies and Procedures have been read and understood. A permit will not be issued to anyone below the age of twenty-one (21). The BOS reserves the right to limit building use.

1. Priority for use of the space in the Center at Sachem Rock is as follows:

- 1st East Bridgewater town government departments, boards and committees.
- 2nd East Bridgewater non-profit organizations, other community groups and residents.
- 3rd Non-East Bridgewater not for profit organizations and residents.

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Special or unforeseen COA or town government activities may supersede or "bump" previously scheduled permitted events. If schools are closed due to inclement weather, all events and activities at the Center at Sachem Rock will be cancelled and rescheduled.

BUILDING RENTAL HOURS

Rooms may be rented both during Council on Aging business hours dependent on availability and at times when the COA is not in use. During business hours, the facilities will be available at no charge for non-profit or charitable organizations only and approved by the COA Director. Use of the facilities during non-business hours will require an hourly fee and a building supervisor to maintain proper security and to assist in answering questions and directing guests. **Rental time begins when the doors are unlocked and ends when the building is vacated by the renter and the doors are locked by the supervisor.**

The renter is responsible for removal of all items, cleanup of the function room, and kitchen. This should be taken into account when scheduling the duration of your event.

1. Council on Aging business hours are:

Monday: 8:00 am-6:00 pm

Tuesday through Thursday: 8:00 am-4:00 pm

Friday: 8:00 am-1:00 pm

2. Space may be utilized dependent on availability during the following hours:

Weekday hours: Monday through Friday

8:00 am-11:00 pm

Weekend hours: Saturday and Sunday

8:00 am-11:00 pm

3. The Rental Agreement is issued for a stated period of time (opened-closed) and the user must abide by this time. The Rental Coordinator or BOS reserves the right to stop any event that is going past the time stated on the Rental Agreement.
4. Reservations should be made to the Rental Coordinator 30 days prior to events in the Function Hall and 7 days prior to events in all other rooms.
5. Meeting rooms may be reserved for rent as available and at the discretion of the Rental Coordinator.
6. The building is not available for rental on the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Easter, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Eve and Christmas Day.

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7. Tables and chairs are available at no extra cost.

10 round banquet tables measuring 72".

10 folding tables measuring 30"x 72".

102 stacking chairs.

*Maximum number of people seated at tables in Full Function Hall is 80, for 1/2 Function Hall is 40.

*Maximum number of people seated in rows in Full Function Hall is 150, for 1/2 Function Hall is 75.

*Large Classroom seats 30-50 and has sink in room.

DEPOSIT

A room rental deposit is necessary to reserve the date of your event. A security deposit is also necessary to ensure reimbursement of loss or damage. The room rental deposit is equivalent to one/hour of the charged rate. The security deposit is 30% of the room rental cost which will be applied to final payment, in which no loss or damage has occurred. This rental deposit is incurred for events only, and not applicable to meetings for E.B. nonprofit groups and town departments, although nonprofit organizations will be expected to pay a refundable security deposit.

CANCELLATION

A written notice of cancellation to the Rental Coordinator is due at least twenty-four (24) hours prior to the scheduled use for weekday events. Cancellation of events planned for Saturdays or Sundays must be received at least 7 days prior to the scheduled event. Email notification is also acceptable. The applicant should call the BOS office at 508-378-1601 for email information. The applicant must verify receipt of the cancellation by calling the BOS Office 508-378-1601 at least 7 days prior to the scheduled event. Failure to provide written notice will result in forfeiture of deposit.

LIMITATIONS AND LIABILITIES

1. Signature on the Rental Agreement and the Indemnification Statement will constitute agreement to abide by the rules for use.
2. Failure to comply with the rules for use will be sufficient grounds to cancel the event and for refusal of future use of The Center at Sachem Rock.
3. The designated responsible person must be present throughout the entire event and the time of use as stated on the Rental Agreement. If the responsible person will require an alternate to be present during any part of the event, the designated person will so state on the Rental Agreement.

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4. The Town of East Bridgewater, the Board of Selectmen and the Council on Aging assume no responsibility or liability for the injury to persons using The Center at Sachem Rock or equipment therein, nor for the loss or damage to personal property brought to the Center. The Center at Sachem Rock is not responsible for any loss or injuries suffered by any person or persons or their guests using the Center's facilities. The renter assumes personal liability for and will reimburse the Center at Sachem Rock and/or the Town of East Bridgewater for any loss, damage or injury to the building, the contents, the grounds, equipment or any person, arising from, or in connection with the renter's use of The Center at Sachem Rock. The renter will cover any costs of any damages that may exceed the security deposit. The renter agrees to indemnify the Town of East Bridgewater and all its employees, volunteers, boards and officials for any damages, liability, legal action, claims or expenses that are in any way caused by any action or Inaction by-the renter or any Individual who is on the premises to attend the renter's function, including though not limited to any violation of any terms of this agreement.
5. In cases where alcohol is served, alcohol must be served by a caterer or bar service who has presented evidence of liquor liability insurance to the Town. The Town must be named as an additionally insured party and there must be insurance in compliance with the following limits at a minimum: two million dollars (\$2,000,000) aggregate, and one million dollars (\$1,000,000) per occurrence. The Town may reject any application if the certificate of liability insurance is not deemed acceptable for any reason.
6. The BOS or Rental Coordinator reserves the right to cancel your function at any time, even while it is in progress, should you or any of your guests violate the terms of the Rental Agreement. This cancellation may be at the sole discretion of the BOS or Rental Coordinator and this decision will be final and binding. In such cases, the BOS or Rental Coordinator shall retain all payments and shall not be liable for any charges or forfeited deposits by you, your caterer, contracted entertainment or other service providers.
7. Any renter or person causing damage to The Center at Sachem Rock or behaving in a manner deemed unacceptable by the BOS or any of its representatives, may be subject to prosecution and may be denied future use of the facilities.
8. The Center at Sachem Rock has fifty (50) parking spaces and twenty (20) overflow spaces. Parking will only be permitted in designated parking areas. All safety rules, such as free access to fire exits shall be maintained. Due to possible parking constraints, The BOS reserves the right to limit use of the Center at Sachem Rock to one function at a time.
9. When police protection (a police detail) is deemed necessary by the Police Department or the Town of East Bridgewater, it will be the responsibility of the renter to make arrangements with the East Bridgewater Police Department. Payment will be made by the renter directly to the E.B. Police Department.
10. The Police Chief has the discretion to instruct an on-duty Police Officer to make an appearance during a scheduled event at any time and for any reason when a police detail isn't required.
11. There may be other requirements attached to the Rental Agreement as deemed necessary by the Board of Selectmen, Police or Fire Chief or the DPW Superintendent.

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12. The Center at Sachem Rock may not be available for use due to emergency or inclement weather.
13. East Bridgewater By-Laws prohibit tobacco, and the use of illegal substances on the grounds of the Center at Sachem Rock, vaping will also be prohibited. In accordance with Massachusetts General Laws, gaming will not be allowed in the facility. Violations will result in termination of building use privileges and violators may be subject to prosecution.
14. All groups or individuals using The Center at Sachem Rock will abide by Massachusetts General Law, Chapter 269, Section 17-19, "An Act Prohibiting the Practice of Hazing".

SUPPORT PERSONNEL

Under no circumstances shall BOS or COA personnel be responsible for supervision of participants before, during or after an event or activity held at the Center at Sachem Rock. Adequate and responsible adult (age 21+) supervision shall be provided by the renter at all activities involving youth, and said supervision must be present throughout the entire event. Entry into the facility will not be permitted until the responsible supervision is present, and at the conclusion of the event, supervision must remain until the last youth has safely left Town property.

USE OF EQUIPMENT / FUNCTION ROOMS

1. Usage of COA equipment located in the building, including musical instruments, must be requested when completing the Rental Agreement.
2. The supervision of the safe and proper use of COA equipment is the responsibility of a COA recognized representative. Those organizations wishing to use a person(s) other than this representative may do so only with previous clearance from the COA. If, in the opinion of the COA, said person(s) are not qualified to supervise the above, the COA reserves the right to have its representative present at the event at the cost of the renter.
3. Renters or organizations wishing to bring equipment into the Center at Sachem Rock must make arrangements in the Rental Agreement. Equipment brought onto the property must be removed immediately after the event. The BOS is not responsible for any property left on the premises. The BOS reserves the right to refuse the use of any equipment that it deems may pose an unnecessary distraction, health or safety hazard or may cause damage or loss to either equipment and/or wiring.
4. **Use of glitter, confetti, glue, tape, nails, tacks or staples to hang decorations is strictly forbidden.** Under no circumstances should any items be removed from the walls without prior consent of the COA or BOS.

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FOOD AND BEVERAGES

1. Refreshments will be allowed when specifically stated and approved in the Rental Agree
2. **The rental rate includes only the use of the kitchen sink, microwave, coffee maker, and refrigerator/freezer. If additional kitchen equipment is required, it will be necessary to hire a licensed caterer at the renter's expense.**
3. The use of the kitchen facilities for catered events requires a copy of a current food service permit by the caterer.
4. If the event is to be catered, the caterer must submit an insurance certificate two weeks prior to the event. It is the renter's responsibility to ensure that this is done.
5. It is the renter's responsibility to see that the room and equipment is left as it was found.
6. Children under the age of sixteen (16) will not be allowed in the kitchen for any reason.

FIRE DEPARTMENT REGULATIONS

1. No candles or open flame of any type are allowed inside the building at the Center at Sachem Rock, even if enclosed in the lantern, hurricane lamp or other decorative device.
2. Charcoal or wood fires are not allowed.
3. Parking shall not block the front or sides of the building. Parking shall not block the fire hydrant or the Fire Department's connection to the sprinkler system which is on the front corner of the building.
4. Smoke machines or any device that would interfere with the alarm system are not allowed.

Policies and Procedures subject to change, with or without notice, at the discretion of the East Bridgewater Board of Selectmen.

Initials / Date _____



ONE-DAY LIQUOR LICENSE FOR CENTER AT SACHEM ROCK

(CH. 138, §.14) (To be drunk on the premises)

Note: The license must be submitted to the Board of Selectmen thirty (30) days in advance of the event.
Exceptions will be voted on an individual basis.

TO SERVE: Wine & Malt ONLY Fee \$ 50.00 (must be enclosed with application)

TO: The Board of Selectmen, Town of East Bridgewater (Licensing Authority)

**The undersigned hereby makes application for a one-day license to sell the above, to be drunk on the premises:
(Please print all information)**

Name of Organization: _____

Name of Applicant: _____

Address: _____

Location of Premises: _____

Activity: _____

Entertainment - what type and length of time: _____

Date: _____ Hours of Serving: _____ Hours of Set up/Breakdown: _____

Approximate number in attendance: _____

Non-profit agency: YES NO

Signature of Applicant: _____

Home Address: _____

Home Telephone: _____ Business Telephone: _____

Date of Birth: _____ Place of Birth: _____

Social Security Number: ***_**_ FID# _____

In order to be considered for license, applicant must submit the following documents. Documents shall be included as attachments to application.

	Applicant (initial)	Coordinator (initial)	BOS Check
1) Proof of Insurance Attached?	_____	_____	_____
2) Is the Town named as additional insured party?	_____	_____	_____
3) Does the policy include the following general liability limits?			
a. At least 3 million dollars (\$3,000,000) aggregate	_____	_____	_____
b. At least 1 million dollars (\$1,000,000) per occurrence	_____	_____	_____
4) Does the policy include the following liquor liability limits?			
a. At least 2 million dollars (\$2,000,000) aggregate	_____	_____	_____
b. At least 1 million dollars (\$1,000,000) per occurrence	_____	_____	_____
5) Does the policy include the following umbrella liability limits?			
a. At least 2 million dollars (\$2,000,000) aggregate	_____	_____	_____
b. At least 2 million dollars (\$2,000,000) per occurrence	_____	_____	_____
6) Proof of TIPs training?	_____	_____	_____

Applicant must also complete the following:

I, hereby certify that I have received a copy and have read the Town of East Bridgewater’s Policy on Serving Alcohol at the Center at Sachem Rock and that I agree to comply with all terms contained therein.

Signature of Applicant: _____

Rental Coordinator Approval: _____

Date: _____

Police Chief Approval: _____ Date: _____

Detail Required: YES NO Total Hours: _____

Amount: \$ _____

Board of Selectmen Approval

Date: _____

Board of Selectmen/Licensing Authority

No special licensee may sell or deliver any alcoholic beverages between the hours of 2:00 a.m. and 8:00 a.m. Special licensees may sell or serve alcoholic beverages between the hours of 11:00 a.m. to 1:00 a.m., Monday through Saturday and 12:00 p.m. to 1:00 a.m. on Sundays. Notwithstanding, the Board of Selectmen may alter the specific hours and terms of sale and service of alcohol by the terms of the One-day License.



POLICY GOVERNING ONE-DAY SPECIAL LICENSES FOR THE CENTER AT SACHEM ROCK

Limitations, Insurance and Laws Governing One-day Special Licenses for the Center at Sachem Rock

1. All businesses, organizations or persons holding events at the Center at Sachem Rock must present evidence of general liability coverage for the rental of the premises. GENERAL LIABILITY INSURANCE MUST BE IN THE FOLLOWING AMOUNT.
 - a. The Town must be named as an additionally insured party and there must be insurance in compliance with the following limits at a minimum: three million dollars (\$3,000,000) aggregate, one (\$1,000,000) dollars per occurrence. The Town may reject any application if the certificate of liability insurance is not deemed acceptable for any reason.
2. All businesses, organizations or persons holding events at the Center at Sachem Rock must present evidence of umbrella liability coverage for the rental of the premises, in addition to general liability coverage, and liquor liability insurance, if applicable. UMBRELLA LIABILITY INSURANCE MUST BE IN THE FOLLOWING AMOUNT.
 - a. The Town must be named as an additionally insured party and there must be insurance in compliance with the following limits at a minimum: two million dollars (\$2,000,000) aggregate, two (\$2,000,000) dollars per occurrence. The Town may reject any application if the certificate of liability insurance is not deemed applicable for any reason.
3. All businesses, organizations or persons holding events at the Center at Sachem Rock wishing to serve alcohol must file an application for a One-Day Special License with the Board of Selectmen thirty (30) days in advance of the event. The Chief of Police will then determine whether or not a police detail is also necessary for said event.
4. In all cases where alcohol is served, alcohol must be served by a caterer or bar service who has presented evidence of liquor liability insurance to the Town. LIQUOR LIABILITY INSURANCE MUST BE IN THE FOLLOWING AMOUNT.
 - a. The Town must be named as an additionally insured party and there must be insurance in compliance with the following limits at a minimum: two million dollars (\$2,000,000) aggregate, one million dollars (\$1,000,000) per occurrence. The Town may reject any application if the certificate of liability insurance is not deemed acceptable for any reason.
5. Only TIPS trained certified bartenders shall serve alcohol at events. The bar is not to be unattended at any time. No alcohol may be brought onto the premises or off the premises by clients or guests. Alcohol consumption is restricted to inside the building and on deck areas. Applicants must provide proof of TIPS training with the filing of the Application.

6. Alcohol for events must be purchased from a licensed Massachusetts wholesaler, in compliance with G.L. c. 138, Section 14 or a caterer licensed under G.L. c. 138 Section 12C. Alcohol may not be purchased from any other source. A list of wholesalers who are authorized sources of alcohol for One-Day Licenses is available through the Commonwealth’s Alcohol Beverages Control Commission and is attached to this report.
7. Pursuant to G.L. c. 138, “no alcohol may be stored on any unlicensed premise.” Thus, alcohol must be delivered and removed from the premises within the time limits proscribed by the Special License. The Commonwealth’s Alcohol Beverages Control Commission has advised local licensing boards to extend Section 14 licenses for additional time (three to four days) to ensure that “one-day licenses” comply with all storage requirements under G.L. c. 138.¹
8. Under G.L. c. 138, Section 22, holders of a One-Day license may not transport alcohol without a permit. A caterer or bartending service may transport alcohol on behalf of a Special License holder only if that caterer or bartending service has a current transport permit issued by the Alcoholic Beverages Control Commission.
9. The licensee shall post the Special License in a conspicuous location during the event.
10. Generally, no special licensee may sell or deliver any alcoholic beverages between the hours of 11:00 p.m. and 8:00 a.m. Special licensees may sell or serve alcoholic beverages between the hours of 11:00 a.m. to 11:00 p.m., Monday through Saturday and 12:00 p.m. to 11:00 p.m. on Sundays. Notwithstanding, the Board of Selectmen may alter the specific hours and terms of sale and service of alcohol by the terms of the One-day License.

¹ ABCC Advisory Opinion Issued Thursday, May 19, 2011

Initials / Date _____