

TOWN OF HUNTINGTON
P.O. Box 430
Huntington, MA 01050
(413) 512-5200 or (413) 667-3500

North Hall Request Application

Please fill out this form and return to:

*Town of Huntington
P.O. Box 430
Huntington, MA 01050
admin@huntingtonma.us*

*Your request will be acted upon by the Selectboard at its next scheduled meeting.
You will be notified of approval or denial as soon as possible thereafter.*

***Your responsibility for the use of North Hall is assumed in
this application and the North Hall Agreement.***

TODAY'S DATE: _____

NAME: _____

ADDRESS: _____

TELEPHONE: (day) _____ (evening) _____

EMAIL: _____

ORGANIZATION: (if applicable): _____

CHAIR OF ORGANIZATION: _____

DATE OF EVENT: _____ TIME OF EVENT: _____

TOTAL REQUESTED TIME (WITH SET UP PRIOR TO & BREAKDOWN AFTER): _____

PURPOSE FOR USE: _____

NUMBER OF PEOPLE EXPECTED TO ATTEND: _____

AGE GROUP: _____

*KITCHEN USE DESIRED: (yes) _____ (no) _____

**An additional \$25.00 will be added to your fee for use of the kitchen.*

*SPECIAL ALCOHOLIC BEVERAGE PERMIT DESIRED: (yes) _____ (no) _____

**If you answer yes to this question, you must seek written permission from the Selectboard and a one-day liability insurance policy must be obtained by the applicant. This is out of the jurisdiction of the North Hall Committee and is subject to additional costs. Contact the Selectboard office for further details.*

FOR OFFICIAL USE ONLY: SELECTBOARD ACTION: _____

Date application received: _____ Total Amount Due: _____

Date(s) Payment Received: _____ Amount(s) and Check Number(s): _____

North Hall Use Agreement

Fees

- | | |
|--|---------------|
| 1. Official Town Affairs, Civic/Community/School Groups | No charge |
| 2. Non-profit | \$ 25.00 |
| 3. All private functions | \$ 75.00 |
| 4. Fashion shows/trade shows/craft fairs/for profit events | 10% of income |

Payments

1. All payments shall be made payable to: ***The Town of Huntington***
2. Cash, money orders or personal checks accepted.
3. A \$25.00 fee will be charged for all returned checks.
4. A \$100.00 security deposit is required at the time of application. This deposit will be refunded as long as the building is left in the same condition in which it was found.
5. A \$25.00 deposit (included in your total fee) is required at the time of application. In the event that your application is denied, a full refund of your deposit will be granted.
6. Final payment is due two weeks prior to your scheduled event.
7. A 14-day "NOTICE OF CANCELLATION" is required in order to ensure a full refund of your deposit.

Procedures

1. All organizations, groups, businesses, etc., are to provide the Town with a Certificate of Liability Insurance, which names the Town of Huntington as the Certificate Holder. It is also mandatory that the attached License Agreement be completed.
2. All others renting or using North Hall, at minimum, must complete the attached License Agreement.
3. Upon approval of your application, a member of the North Hall Committee will contact you to arrange a convenient time for access to the building, and to discuss the particulars of your event.
4. **Users will not be given keys to North Hall.** A member of the North Hall Committee will provide access to the building on your scheduled date.

Rules and Regulations

Users of North Hall are expected to leave the building in the condition in which it was found. Please cooperate by doing the following:

1. Any and all trash generated from your event must be removed from the building.
2. You are welcome to use the tables and chairs, but please be sure to wipe them down and put them back where you found them.
3. If you move furniture, replace it where you found it.
4. Do not remove anything from the walls.
5. Be sure that all lights are off before you leave.
6. Be sure that all doors and windows are securely locked.
7. Any type of smoking or vaping is strictly prohibited.
8. Drug use is strictly prohibited.
9. The use of candles, incense or other open-flamed items is strictly prohibited.
10. Feel free to use the refrigerator and microwave, but do not open drawers or cupboards in the kitchen – those are North Hall supplies.
11. If your event requires the use of the kitchen, please be sure to clean it thoroughly.
****BE SURE TO TURN OFF THE OVEN/STOVE AFTER USE****
12. **The elevator is handicapped access only and may only be used if there are TWO or more persons in the building. If there is a need for the use of the elevator for your event, you must receive instructions in its use by a member of the North Hall Committee.**
13. The consumption of alcoholic beverages is strictly prohibited without an approved special alcoholic beverages permit from the Selectboard.

Youth Group Guidelines

It is understood and agreed that one chaperone (25 years or over) will be in attendance for every eight minors (under the age of 21) from beginning to end of your function. Police attendance may be necessary, depending upon the nature of your function. The North Hall Committee and the Selectboard reserve the right to make this decision. It will be the responsibility of the applicant to make any and all arrangements should a police officer be necessary. You may do this by contacting the Huntington Police Department at (413) 667-8868.

Damages

It is understood that the applicant accepts total responsibility for the full costs of repair, replacement and/or the cleaning of North Hall, its equipment, floors, walls, furniture, and any other property that has been damaged as a result of your event. Should this occur, the Town of Huntington will bill you accordingly. The applicant also realizes and accepts full responsibility for his guests and their actions.

LICENSE AGREEMENT

This License Agreement ("License") is executed this ____ day of _____, 202_ by and between the Town of Huntington, acting by and through its Selectboard (the "Town") and _____, an individual residing at _____ [STREET], _____ [TOWN], Massachusetts (the "Licensee").

WHEREAS, the Town owns the premises located at 40 Searle Road, Huntington, MA, which is known as North Hall, and further described as Assessors Map 442, Lot 55-0 (the "Property");

WHEREAS, the Licensee desires access to the Property for the purpose of _____ (the "Activity");

WHEREAS, the Town is willing to grant the Licensee access to the Premises to conduct the Activity;

NOW, THEREFORE, the Town hereby grants such entry and license to use the Property to the Licensee, his agents and invitees, subject to the following terms and conditions:

I. USE, PURPOSE, CONDITION OF PREMISES, TERM

Entry and use are limited to the Property on [DATE] _____, for the purposes of conducting the Activity unless sooner terminated in accordance with the provisions of Section VI below. The provisions of Section IV shall further limit such entry and use.

Entry and use are specifically, but not exclusively, granted to the Licensee and his/her invitees, solely for the purpose of conducting the Activity.

Licensee acknowledges and agrees that he/she accepts the Property in "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Property for the Activity.

II. CONSIDERATION

The consideration for this License shall be a fee of \$ _____, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

III. INDEMNIFICATION AND WAIVER

The Licensee shall be responsible to the Town or any third party for any property damage or bodily injury caused by him/her or any of his/her agents, guests or invitees arising from this License. The Licensee, on his/her behalf and on behalf of all of Licensee's agents, guests and invitees, their predecessors, successors, insurers, heirs and assigns, agrees to indemnify, defend and hold harmless the Town, its predecessors, successors, officers, employees, insurers and agents from and against any and all claims, demands, suits, actions, costs, judgments, compensation whatsoever, including reasonable attorneys' fees, arising out of any bodily injury or property damage received or incurred in connection with the use of the Property or the Activity.

IV. CONDUCT

During the exercise of the rights hereby granted, the Licensee shall at all times conduct himself/herself so as not to unreasonably interfere with the Town's use of the Property, and observe and obey directives of the Town and its duly designated representatives, as well as all other applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. Nothing in this Agreement shall be construed as requiring the Town to maintain the Property in any particular manner.

Licensee shall be responsible for removing all trash, and cleaning and restoring the Property to its original condition as at the commencement of the Activity, as nearly as possible. The Licensee shall, forthwith upon demand therefor, compensate the Town for the cost of repairing any damage to the Property caused by the Licensee or the Activity or by Licensee's failure to comply with his obligations set forth in this Agreement.

Licensee shall observe all rules and regulations promulgated by the Town with respect to the use of the Property. Alcoholic beverages are not permitted.

V. TERMINATION AND MODIFICATION

This License shall be revocable by either party upon written notice of revocation at least fourteen (14) days prior to the termination date stated within said notice, except that the License shall be revocable by the Town upon such prior oral or written notice as is reasonable under the circumstances for violation of the terms of this License or in an emergency.

In the event that this License is terminated by revocation of either party pursuant to this section, then the Licensee, at his/her own expense, shall remove any of his/her equipment and property from the Property, and restore the Property to its original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

This License may be revoked at any time without notice to comply with federal, state, and/or local guidelines regarding COVID-19.

VI. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

VII. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Licensee: _____

_____, MA _____

Town: Jennifer Peloquin
Administrative Assistant
Huntington Town Hall
24 Russell Road
P.O. Box 430
Huntington, MA 01050

These addresses are subject to change, and the parties hereto agree to inform each other of such change as soon as practicable.

VIII. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the Licensee any estate in the Property, but only the limited right of possession as hereinabove stated.

IX. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this Agreement.

X.

SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the Property shall survive the termination of this License.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

LICENSEE:

LICENSOR:

TOWN OF HUNTINGTON

By its SELECTBOARD

Signature

Printed Name