

TOWN OF WEST STOCKBRIDGE

TOWN BUILDINGS USE POLICY

The enclosed policy shall govern the use of the meetings area, gymnasium, outdoor recreational facilities, Library and all areas within the Town owned and maintained complex formerly known as the Village School

Please direct all questions and requests for use to the Board of Selectmen's Office:

Phone: 413-232-0300 x319

Fax: 413-232-7195

e-mail: admin@weststockbridge-ma.gov

Adopted 10-29-07



TOWN OF WEST STOCKBRIDGE

VILLAGE SCHOOL TOWN OFFICES COMPLEX

BUILDING and GROUNDS USE POLICY

1. **PURPOSE:** The purpose of this policy is:
 - 1.1 To establish guidelines and procedures for the use of the Village School Town Offices complex by agencies, local units of government, public schools and Town residents. It is the intent of the Board of Selectmen to allow non-profit groups, local units of government and residents use of available meeting and gathering space whenever feasible, provided the use presents no maintenance problems, is consistent with Town policies and procedures, and presents no additional liability to the Town.
 - 1.2 This Policy shall govern the use of the Town Offices complex inclusively, including: town offices, public meeting spaces, gymnasium, library, police station, grounds and recreation areas. Public meeting spaces are those areas accessible without having to enter office or work spaces.
2. **AUTHORITY:** The West Stockbridge Board of Selectmen. The Board of Selectmen, or its designee(s) shall be in charge of scheduling all uses of the building, grounds, and facilities.
3. **APPLICATION:** This policy applies to all elected and appointed Town officials and employees, volunteers, and the general public.
4. **RESPONSIBILITY:** The Board of Selectmen and/or its designee(s) shall be responsible for implementation of this policy.
5. **DEFINITIONS:** For the purpose of this policy, all buildings, grounds, structures and facilities that occupy, the 12 acre parcel known as the former Village School shall be termed as the "Complex".
6. **POLICY:**
 - 6.1 **Exemptions:** This policy shall not be applicable to:
 - 6.1.1 Groups, organizations or individuals which have a written agreement with the Board of Selectmen which addresses use of specific facilities or lands. In such cases, the agreement shall prevail.
 - 6.2 **Permissions:**
 - 6.2.1 The Board of Selectmen shall have the authority to grant or deny exceptions to this policy which are in accordance with state laws and regulations, and to grant or deny permission to use these facilities or land when this policy does not address the requested use.
 - 6.2.2 Application should be made to the West Stockbridge Board of Selectmen, Box 525, West Stockbridge, MA. Requests for additional information or general questions regarding this policy should be directed to the Office of the Board of Selectmen by calling 413-232-0300. The Selectmen shall develop and provide to applicants use request applications for this purpose. The application shall state, at a minimum, the name and address of the applicant and of its officers; the date, time and area(s) requested for this use; the expected length of the use; the set up and any Town equipment required; the nature and purpose of the use and; the number of people expected to attend the proposed activity. In addition, the

- applicant shall agree to accept responsibility for damages and clean up costs, if necessary. The Board of Selectmen may require additional information or security as provided in Section 6.6 if deemed necessary. Applications must be made at least two (2) weeks before the proposed use, but not more than sixty (60) days prior to the proposed use. Applications not expressly accepted or rejected within two (2) weeks of the application, or within 48 hours of the time of the scheduled use, whichever is later, shall be deemed rejected.
- 6.3 **Scope of Permissible Use:**
- 6.3.1 Number of Uses: No group covered by this Policy will be granted permission to use the Complex more frequently than twelve (12) times in any calendar year unless specific terms and conditions are approved by the Board of Selectmen.
- 6.3.2 Non-Commercial Purposes: The Complex may not be used for any commercial purposes or promotional purposes. No admission charges or public sales or other uses are allowed unless expressly authorized by written agreement with the Board of Selectmen.
- 6.4. **Limitation on Use:**
- 6.4.1 Permission to use the grounds and or facilities is limited to the approved room(s) or spaces described in the Facilities Use Agreement, which all users shall be required to execute. No permission is granted to any group or individual to enter any other room, except rest rooms, entry ways and hallways which must be traversed to gain access to the meeting or gathering space. **All persons or groups under the age of 18 years must be supervised by an on-site adult who shall be responsible for those children.** No activity will infringe on the ability of staff or other organizations to access the facility. All groups using the facilities must limit participation to the posted maximum “allowable” persons in the room per fire and occupancy regulations.
- 6.4.2 Signs and Emblems: Signs on the Complex advertising the time and place of the authorized meeting or event and the name of the sponsoring group will be limited in size to no greater than 4’ by 4’. Signs may be put in place no sooner than forty-eight (48) hours prior to the start of the meeting or event, and must be removed at the conclusion of the meeting or event. No other signs, emblems or symbols may be erected on the grounds and facilities by any group or individual.
- 6.5 **Revocation of Use:**
- 6.5.1 Priority of Town or Government Agency Use: For all such applications, priority for the use of any portion of the Complex will be given to the Town, and to users who meet the definition set out in the paragraph entitled “Exemptions”, above. No use of the Complex will be permitted which inhibits the regular, uninterrupted use of the Complex by the Town or other excepted user by reason of conflicting need for the facility or land, generated noise, or any other reason.
- 6.5.2 The use of the Complex shall be denied to any group or individual which has, at any time prior to any requested use, been responsible for, or caused, any damage to Town property or has failed to clean up and secure facilities. Subsequent approval may require a higher insurance level or additional security and custodial charges. However, no individual or group shall be denied use of the Complex because of damages not caused directly by the group or individual, group members, or invited guests.

- 6.5.3 Any permission granted under this policy to use the Complex may be withdrawn by the Board of Selectmen in the event of inclement weather or other emergency.
- 6.6 **Liability:** Any group using the Complex pursuant to this Policy shall be required to execute a release of liability for any damages incurred during the time of the use. Moreover, any such group using the Complex shall be required to execute an agreement to guarantee and hold harmless the Town from any liability to third parties for injury caused by the group or any persons or groups invited to the attend the meeting or event. The group shall be liable to the Town for any and all damages to Town property or personal injuries caused by the group's use whether or not such damage is the result of negligence, intentional acts, or accident. Moreover, as part of any application for use, the Board of Selectmen may further (1) require a certificate of liability insurance naming the Town as additional insured, (2) that the group post a bond, or (3) that the group provide a refundable security deposit. If required, minimum certificates of insurance shall be written for statutory minimums (\$500,000/\$1,000,000).
- 6.7 **Set-up:** The authorized user is responsible for setting up the meeting or use area, providing extra chairs in meeting rooms, and supplying such items as easels, bulletin boards, and other equipment. Equipment such as bulletin and tack boards owned by the Town and located in the approved meeting room may be used by the group. The user shall be responsible for returning furniture and fixtures in the meeting room to its original configuration and condition after the conclusion of the meeting or other use.
- 6.8 **Clean up:** The authorized user shall be responsible for all clean up following the conclusion of the meeting, event, or activity. All trash must be removed from the premises at the user's expense. Custodial service may be required based upon the number of persons attending the meeting or activity and the length and purpose of that meeting or activity. Costs for this service will be borne by the user. The actual cost of any clean up required as a result of the user's failure to do so shall be charged to the user, and the user shall accept this responsibility upon application.
- 6.9 **Alcoholic Beverages, Smoking, and Weapons:** There will be no alcoholic beverages served upon, consumed upon, or brought onto Complex property without the expressed written consent of the Board of Selectmen. Smoking is prohibited in all Town buildings and facilities. Weapons, reproductions of weapons, and any item capable of being conceived as a weapon (except those carried by law enforcement official) are not allowed in any Town building or facility.
- 6.10 **Dogs and other Pets:** No animals shall be allowed in the Town Offices, Police Station, Library, or Gymnasium. Dogs used to assist the handicapped are exempted. Owners and their pets using the Complex grounds shall be subject to the Town of West Stockbridge Animal Control By-law.
- 6.11 **Permits:** The authorized user shall be responsible for securing any permits or approvals required in connection with the meeting or other use.
- 6.12 **Security:** The authorized user shall provide any security (such as hiring police officers), which is required by law or the Board of Selectmen.

- 6.13 **Equal Access:** This Policy shall apply to all groups and individuals applying to use the Complex. No group or individual shall be excluded from equal access to Town facilities because of consideration of race, sex, religious or political persuasion, or because of the political, religious, or social aims expressed by individuals or groups, or by any group's members.
- 6.14 **Implementation Authority:** This Policy is implemented by the Board of Selectmen or its designee(s) under general authority as granted by Massachusetts General Law.
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Please direct all questions, inquiries and requests for use to the Board of Selectmen's Office:

Phone: 413-232-0319

Fax: 413-232-7195

e-mail: admin@townofweststockbridge-ma.gov

Adopted 10-29-07



TOWN OF WEST STOCKBRIDGE VILLAGE SCHOOL/TOWN COMPLEX USE REQUEST FORM

This application is to be filled out by all groups, organizations or individuals seeking to use the Village School/Town Complex for the purpose of offering recreational, educational or cultural activities or events to the general public.

Applicant Name: _____

Applicant Address: _____

Name of Contact Person: _____

Applicant Contact Person phone number: _____

Area to be used (soccer field, gymnasium, meeting room, etc):

Proposed Date(s) for use: _____

(note: applications shall not request use for more than a 90-day period)

Remarks: _____

Approved _____ Denied _____

West Stockbridge Board of Selectmen

By:

Date: _____

Return completed application, along with required signed Release Forms to: Board of Selectmen, Box 525, West Stockbridge, MA 01266. Fax: 413-232-7195



TOWN OF WEST STOCKBRIDGE

VILLAGE SCHOOL/TOWN COMPLEX USE POLICY

LEESEE'S / USERS INDEMNIFICATION AGREEMENT

The Lessee/User (insert name here) _____ shall, to the maximum extent permitted by law, indemnify and save harmless the Town of West Stockbridge, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with Lessee's/Users' lease or use of the Village School/Town Complex, State Line Road, West Stockbridge, MA 01266 for any damage to its real or personal property that occurs in conjunction with the lease or use of the buildings, facilities or grounds associated with the Village School/Town Complex by Lessee/User, unless the damage is caused by the Town's gross negligence or willful misconduct.

Signature of Lessee/User

Address

Address

Telephone

Date



TOWN OF WEST STOCKBRIDGE
VILLAGE SCHOOL / TOWN COMPLEX
RECREATIONAL AND VOLUNTEERS ACTIVITIES RELEASE FORM

I/we, the undersigned

name of individual or group

do hereby consent to my participation in voluntary or recreation programs conducted at the Village School/Town Complex.

I also agree to forever release the Town of West Stockbridge, and all their employees, agents, and Board members from any and all claims, rights of action and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to myself or members of the above named group or organization or property damage resulting from my participation in activities at the Village School/Town Complex.

I further affirm that I have read this Consent and Release Form and that I understand the contents of this Form. I understand that my participation is voluntary and that I am free to choose not to participate in said programs, By signing this Form, I affirm that I have decided to participate in the program or activity as a volunteer with the full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage that I/we may suffer in volunteer activities or recreation programs conducted on Town of West Stockbridge property.

Participant/Group Signature:

Date: _____