



**Town of Somerset**  
**Application for Use of Town Property**  
**Release of Liability & Rental Agreement**

This form must be completed in order to hold an event in the Town of Somerset on public streets or property. Events covered by this form include Town Hall Rentals, Pool Parties, & Block Parties. This application alongside any appropriate fees or deposits must be submitted & approved prior to the event.

Today's Date:	<u>Event</u> Start Time:	<u>Road Closure</u> (if Block Party) Start:
Requested Date of the Event:	End Time:	End:
Name of Event:	Location of Event:  (Town Hall, Somerset Pool, or specific Public Street)	
Estimated Number of Attendees:		
Applicant Name:	Applicant Address:	
Applicant Cell Phone Number:	Applicant Email:	
Organization Details (if Applicable):	Name: _____ Address: _____ Cell #: _____, Email: _____	
Description of Event:		
<p>1. The undersigned have inspected the premises &amp; know the risks &amp; dangers involved in any activities that may be conducted thereon, &amp; also acknowledge and understand that unanticipated and unexpected dangers may arise during the use of the premises. The undersigned assumes all risks of injury to any person or persons and/or their property that may be sustained in or about the premises in connection with the use thereof.</p> <p>2. In consideration of the permissions granted by the Town of Somerset to use said premises, the undersigned do hereby for themselves, successors &amp; assigns, release, remise, &amp; discharge the Town of Somerset, its agents, servants, or employees, from any &amp; all claims, demands, actions, causes of action, of any sort for injuries to any person or persons &amp;/or their property that may be sustained in &amp; about the premises in connection with the use thereof, regardless of whether said injuries are due to negligence or any other fault.</p> <p>3. The undersigned further agree to indemnify, defend, &amp; save harmless the Town of Somerset, its agents, servants, or employees, from all claims, demands, actions, &amp; causes of action of any sort, for injuries sustained to any person or persons &amp;/or their property, in connection with the use of said premises due to negligence or any other fault.</p> <p>4. The undersigned hereby certify that the use of said premises is completely voluntary, &amp; that by the use of said premises neither we nor any of our guests shall be considered, in any way, the employee, servant, or agent of the Town of Somerset.</p> <p>5. In consideration of the permission granted by the Town of Somerset to use said premises, the undersigned do hereby agree that the use of said premises shall be governed by the following terms and conditions stipulated on the following attached pages.</p> <p>WE HAVE READ &amp; UNDERSTAND THE TERMS &amp; CONDITIONS OF THE FOREGOING APPLICATION FOR USE OF TOWN PROPERTY, RELEASE OF LIABILITY &amp; RENTAL AGREEMENT. BY SIGNING THIS DOCUMENT, WE EXPRESSLY RATIFY THE TERMS &amp; CONDITIONS CONTAINED THEREIN.</p> <p>I, the renter, hereby represent &amp; certify that I am eighteen (18) years of age or older &amp;, if this application/release agreement is being made on behalf of an organization or group, that I am authorized to sign on behalf of said organization or group.</p>		
Applicant Signature: _____	Date: _____	
Applicant Printed Name: _____		
<b>FOR STAFF ONLY</b>		
Town Manager / Pool Manager Signature: _____		
Town Manager / Pool Manager Printed Name: _____		Date: _____

## **Town of Somerset Event Rules, Fees, & Deposits**

- I. Event Fees & Deposits
- II. Town Hall Rental Rules
- III. Swim Party Rules
- IV. Block Party Rules

### **Event Fees & Deposits**

#### Town Hall:

- Nonrefundable Fee (due at least five days before event) - \$300.00
- Refundable Deposit (due with application) - \$400.00

#### Swim Party:

- Nonrefundable Fee (due day of event) - \$100.00
- Refundable Deposit (due with application) - \$250.00
- Each non-Somerset resident guest incurs an additional \$4.00 fee.

#### Block Party

- Nonrefundable Fee (due at least five days before event) - \$300.00
- Refundable Deposit (due with application) - \$400.00

### **General Rules**

1. All deposits shall be paid to the Town at the time of execution of the rental agreement & all fees are payable in advance.
2. The applicant shall be responsible for all damage to Town property & shall insure that the premises are left in a neat & clean condition.
  - a. In the event that the premises are not left in a neat & clean condition, or damage occurs, the Town may retain part or all of the deposit, as deemed appropriate by the Town. If damages or costs of cleanup exceed the amount of deposit, the applicant shall be liable for the excess.
3. The sale of alcoholic beverages is prohibited.
4. It shall be the responsibility of the applicant to ensure that the rules for the type of event applied for found below are strictly observed by all persons in or about the premises.
5. The premises shall be open at all times to officials of the Town, their agents or employees, to assure that the terms & conditions of the rental agreement are complied with.
6. In the event that the premises are not available to the renter at the date & time requested & to be agreed upon, regardless of whether it be within or without the control of the Town, or whether the Town was negligent in this regard, the liability of

the Town shall be expressly limited to the amount of the rental fee & deposit. The Town shall assume no responsibility for any other damages, direct, incidental, or consequential.

## **Town Hall Rental Rules**

It has been the policy & practice of the Town to rent the meeting room of the Town Hall (Hall) & the Town Hall Grounds (Grounds) for limited social & commercial activities involving Town residents, consistent with the use of Town Hall for the Town's administrative offices & consistent with the quiet residential single-family home neighborhood in which the Town Hall is located. It has not been the policy or practice of the Town for the Town Hall to be used as a forum for a wide range of speech activities.

1. Authorization to Rent. Rental of the meeting room of the Town Hall ("Hall") or of the Grounds shall be authorized by the Town Manager. In the event the Town Manager is not available, the Mayor is authorized.
2. Who May Rent. Rental of the Hall or Grounds shall be limited to government & civic associations sponsored by the Town; meetings or social events hosted & attended by an adult Town resident who agrees to be present for the duration of the function. Residents cannot sponsor an event for a non-Somerset resident.
  - a. For parties, a ratio of adults to children for the following ages is required: 1:6 for children 10 years of age & under & 1:10 for attendees who are between 11 & 20 years of age.
  - b. Requirement of Signatures of Resident Host as applicable: With the exception of government & civic associations sponsored by the Town no rental shall be made without the resident host or sponsor, as applicable, signing of the Town of Somerset Application for Use of Town Property Release of Liability & Rental Agreement ("Agreement"). By signing the Agreement, the resident host or sponsor agrees to be responsible for all injuries to any person or damage to any property in connection with the use of the Hall.
3. Fees. Except for government & civic groups, a fee shall be assessed for the use of the Hall & Grounds.
  - a. Rental Fees.
  - b. Deposits. With the exception of Town Council- sponsored civic or government events, a deposit shall be paid to the Town at the time of execution of the Agreement. The signer of the Agreement shall be responsible for all damage to Town property & shall insure that the premises are left in a neat & clean condition. In the event that the premises are not left in a neat & clean condition, or damage occurs, the Town may retain part or all of the deposit, as deemed appropriate by the Town. If damages or costs of cleanup exceed the amount of the deposit, the signer shall be liable for the excess.

- c. Waiver of Fees. In extraordinary circumstances, the Mayor may waive any rental fee in whole or in part to an individual or non-profit entity, provided:
      - i. That the rental use is open & free of charge to any resident of the Town;
      - ii. That the rental use is of significant civic, educational, artistic or social benefit to a substantial number of residents.
- 4. Denial of Rental. Rental of the Hall or the Grounds may be denied for one or more of these reasons:
  - a. If the individual or entity has failed to satisfactorily adhere to the rental requirements or Rules for Using the Town Hall or Grounds in any prior rental; or
  - b. If the use of the Hall or Grounds by the individual or entity poses:
    - i. A not insignificant risk that such renter or use may fail to comply fully with the applicable requirements, rules & regulations;
    - ii. A not insignificant risk that the rental use may generate noise, traffic or other activity which will disturb the nearby residents;
    - iii. A not insignificant risk that the rental use may interfere with Town business conducted in its Town Hall offices;
    - iv. A not insignificant risk that the use in conjunction with other rentals may constitute too intense a use of the Hall to the detriment of the physical facilities or to the detriment of nearby residents' peaceful use & enjoyment of their homes;
    - v. A not insignificant risk that the rental use may not be consistent with the harmonious & tranquil character of the Town as a single-family residential community;
    - vi. A not insignificant risk that the rental use may have an adverse impact upon health, safety, welfare or morals of the Town; or
    - vii. A not insignificant risk that the rental use may have an adverse effect on the property values or the reputation of the Town as a desirable, harmonious & peaceful community; or
  - c. For other good & sufficient reason.
- 5. Appeals. Any aggrieved individual or entity may appeal in writing to the Town Council within five days the following actions by the Town Manager or Mayor:
  - a. Refusal to rent the Hall or Grounds;
  - b. Failure to waive any fees in whole or in
  - c. Retention of all or part of a deposit;
  - d. Imposition of charges in addition to the deposit to clean the premises or repair damage.
- 6. Rules for Hall & Grounds.
  - a. Smoking inside the Town Hall & on the Town Hall Grounds is prohibited. Burning of smoke-producing items such as incense is prohibited, as it will set off the fire alarm. Candles (for birthday cakes, etc.) should not be lit under the smoke alarm in the corner by the small window, as they will set off the fire alarm.

- b. No more than 96 people are allowed in the Town Hall (Fire Department regulation). No more than 100 people are allowed at outdoor parties without a special exception issued from the Town Council.
  - c. The second floor is OFF LIMITS.
  - d. MUSIC MAY NOT BE PLAYED OUTSIDE OF THE TOWN HALL'S ENCLOSED MEETING ROOM.
  - e. All activities must end by 10:00 pm on weekdays & Sunday, except for Town Council meetings, & by 11:00 pm on Fridays & Saturdays.
  - f. Before leaving, the renter must:
    - i. Be sure the facility is as clean as he/she found it. (Broom & dustpan are in the cabinet next to the coat rack in the kitchen. Additionally, dry dust mops & a wet mop can be found in the utilities closet next to the refrigerator in the kitchen.)
    - ii. Turn off the overhead fan & all lights except fire lights (which are installed so they cannot be turned off).
    - iii. Close window; close & lock all doors.
    - iv. Check the kitchen range & oven to be sure they are off.
    - v. Deposit bottles, glass & cans in recycle bin. Place trash in garbage can in kitchen. Any trash that does not fit in the kitchen garbage can should be placed in containers &/or plastic bags & thrown in the dumpster behind the garage. A key to the dumpster lock is attached to the ring with the Town Hall key. Please ensure the lock is secured before leaving.
    - vi. One-time renters should slip the key under the office door.
    - vii. Turn off parking lot lights with switch at kitchen door unless the lights have been placed on a timer mechanism.
  - g. Use of stove:
    - i. To use STOVE TOP, turn desired burner dial on & light burner with match. (Matches are on top, left drawer of kitchen cabinet, to right of stove.) DO NOT PLACE USED MATCH IN TRASH CAN! Set it on top of the sink & staff will throw it out later.
    - ii. OVEN pilot stays on. Turn center dial to desired temperature setting & wait for oven to heat up. Turn dial to OFF position when finished.
    - iii. Please be sure all dials are in the OFF position before leaving.
7. Available Times
- a. No more than four weekend evening (Friday & Saturday) parties may be scheduled in a month & they may not be scheduled on consecutive weekend nights.
  - b. All day-time functions, M-F, will be scheduled at the office staff's discretion to minimize interruption of the government functions of the Town Hall.
8. Parking

- a. Parking for all functions will be in the Town Hall parking lot & the class teacher or the event sponsor is responsible for enforcing the policy.
  - b. If more than 18 cars may be reasonably anticipated, the renter, at their own expense, will be required to hire a professional valet parking service that will be responsible for parking cars other than on residential streets.
9. Contact Number for complaints during the function
- a. The renter will post a contact/complaint number on the bulletin board outside the Town Hall that neighbors can call during the event if problems arise, & the renter will provide the number to the Town Clerk five days in advance of the rental for posting on the Town website.

## Swim Party Rules

1. More than 10 non-Somerset residents on a single day constitute a group event. There is a group fee charge plus a per guest fee for all group events, as set by the Town Fee Schedule. A guest fee will be charged for all non-Somerset residents attending the group event.
2. All residents wishing to have a group event at the pool must submit a reservation form to the Pool Manager at least 1 week before. Along with the completed reservation form, you must submit 2 checks. One check to be made payable to the pool management company to cover the cost of additional guards if needed (the Pool Manager will determine how many extra guards are needed & the cost) & a second check made payable to the Town of Somerset in the amount of \$250 which will be returned following the event after the Pool Manager approves the cleanup of the event area. **In addition, your pool account will be charged a group event fee.**
3. The maximum number of non-Somerset residents allowed for any group event is 20 on Fridays, Saturdays, & Sundays & 30 people Mondays through Thursdays. This includes adults & children.
4. Guest fees will be charged for all non-Town of Somerset residents. Prior to the group event, you must have a balance in your account sufficient to cover fees for your guests.
5. There may only be 2 group events during any time period and no more than 6 group events in a day according to the following schedule:
  - a. Morning group events: 10:00 am to 1:00 pm
  - b. Afternoon group events: 2 to 5:00 pm
  - c. Evening group events: 6 to 9:30 pm Saturday and Sunday; and 6 to 8:30 pm Monday through Friday.
6. Group events may not be held on Memorial Day, Labor Day, or July 4.
7. Clean-up must be completed by the end of your group events time period or deposit will be forfeited.

8. Grills and tables cannot be formally reserved, & pool staff is not responsible for doing so. Please remember that others could be using the seating areas and grills during your group events.
9. To ensure your deposit is returned, all areas that your guests use must be cleaned up. Should anyone in your group events bring food to another area such as the bathrooms or pool deck in violation of the rules, you are responsible for cleaning these areas of food & other group events debris.
10. All areas of the pool are communal. Keeping this in mind, group events decorations are limited to the white bulletin board in the patio area. The Pool Manager can supply push pins for affixing decorations to the bulletin board.
11. The decision of the Pool Manager is final as to all group events.
12. Failure to pre-register a Group Event may result in cancellation of the Group Event by the Pool Manager.
13. The Town of Somerset Swimming Pool Rules which can be found on the Town website & the Somerset Pool must be followed by all attendees of the group event.

#### Reminders:

- Glass is not allowed in any form at the pool. This includes the eating areas, the kitchen, & the bathrooms within the entire fenced pool enclosure.
- Food & drinks other than water are not allowed on the pool deck or in the pool bathrooms. Food and beverages are only allowed in the patio kitchen area, the upper terrace area, & the grassy picnic area at the rear of the pool enclosure.
- Your guests are your responsibility when attending your party.
- Please be mindful to sort your recycling items & dispose of them properly.

#### **Block Party Rules**

1. The event sponsor acknowledges that all residents along or directly adjacent to the block have been or will be notified, at least 48 hours in advance, of the event & street closure.
2. No obstruction shall be permitted in the street that cannot be promptly removed by the event sponsor if access is needed, & the event sponsor shall ensure that:
  - a. If an emergency vehicle (police/rescue/fire) must enter/exit the street, access will be immediately provided.
  - b. If any person must drive out of the block during the event, access will be immediately provided.
3. The event sponsor shall cleanup & restore the public right-of-way after the event.
4. The Town may loan traffic cones if available; the event sponsor is responsible for obtaining them from & returning them to the Town Hall.