



Community Use Agreement for The Use of Andover Town House

1. A **non-refundable deposit** equal to 25% of the user cost is due to secure the date upon the execution of this Agreement. The balance of the user cost and a separate \$300 security deposit is required 30 days prior to the User's event.
2. At least 14 days prior to the User's event, the User shall deliver to the Town a certificate of insurance for a comprehensive liability insurance policy including public liability and property damage in the minimum amount of \$1,000,000 and \$2,000,000 aggregate naming the Town of Andover as additional insured, all with respect to the activities to be conducted pursuant to this Agreement. As recommended by MIIA.
3. In addition to the insurance described in Paragraph 2, Caterers/Businesses serving alcoholic beverages must carry Insurance for host liquor liability coverage in the amount of \$1,000,000.00, with the Town of Andover listed as the co-insured for the function. At least 14 days prior to the user's event, the user shall deliver to the Town a Certificate of Insurance for the coverage required by this paragraph. Only bartenders and/or wait-staff of the insured company will be allowed to serve alcoholic beverages. A TIP certified bartender is required to serve alcohol. There is to be no more than 5 hours of alcohol service per function, and alcohol may not be served past 11:30pm.
4. Events must be over with guests out of the building no later than 12:15am. Custodial support required after 1:00am will be billed at \$100/hr per custodian, this includes clean up time after event.
5. If alcoholic beverages are to be sold or included in the cost of the event, the renter must apply for a one-day beer & wine sales license from the Town Clerk's office. Only non-profit groups may receive an all-alcoholic beverages license. All applications must be submitted at least 30 days prior to the event and are subject to approval by the Board of Selectmen. All alcohol must be served by a licensed and insured bar service. A TIP certified bartender is required to serve alcohol. *Self-serve bottles of wine are not allowed on tables.*
6. Smoking is strictly prohibited in the building.
7. Candles, pyrotechnic displays, sparking devices, and smoke machines are prohibited. Flower petals, confetti, Mylar cutout shapes, and similar items may not be used inside or outside of the building. Banners, signs, and similar items may not be affixed to the Town House or be placed on the sidewalk in front of the Town House. The use of tape, tacks, glue, painters tape, nails, or screws to affix decorations on any surface in the third floor's stage area / walls is prohibited.
8. All entertainment and decorations must receive approval from the Facilities Services office at least 14 days prior to the event.
9. Community use users must ensure that their guest, table, and chair arrangements are in accordance with the maximum occupancy laws established by the Andover Fire Department and the Andover Building Inspector. The Facilities Services office must approve all furniture arrangements at least 14 days prior to the event.
10. For private events with 20 or more children under the age of 18, the community use user will be charged an additional \$50/hr for additional custodial staff coverage during the event. One adult chaperone for every 10 children/teens present will be required.
11. Only caterers from our preferred list can be used. All food must be provided via a caterer from our list and approved by the Andover Health Dept. at least 14 days prior to the event. In order to obtain approval, each caterer must submit a copy of his or her catering license, food handling certificate, catering registration application, certificate of insurance, and menu to be approved by the Andover Health Division.
12. The Andover Board of Selectmen and Town Manager reserve the right to make special regulations and changes to all contracts. The Town reserves the right to issue a written warning, a fine, or revoke the community use agreement of any user who does not comply with the terms of this Agreement, causes any disturbance, or who causes damage to the Andover Town House.
13. This Agreement schedule/permit authorizes the use of the area(s), date(s), and time(s) designated on the schedule/permit only.
14. Participants must park their vehicles in the designated parking lots and clearly marked parking areas. Vehicles parked in fire lanes, next to fire hydrants, or in other "No Parking" zones will be ticketed and/or towed at the owner's expense.
15. The User assumes all responsibility for any and all physical damage to the Town House and for any personal injury to the user, user's guests and employees of the Town caused by acts, conduct or omissions of the User, their guests or vendors hired by the user. The User agrees to forever release the Town of Andover and all of their employees, agent and volunteers (the "Releasees") from any and all claims, rights of actions and causes of action that may have arisen in the past, or that may arise in the future, directly or indirectly, from personal injuries or property damage resulting from the conduct of the User or the User's guests. User's event and use of the Andover



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Town House, or from the negligence of the Releasees. The User also agrees to indemnify, defend and hold harmless the Releasees against any and all legal proceedings, claims, damages, losses or expenses of whatever kind or nature, including reasonable attorney's fees, that may have been asserted in the past, or maybe asserted in the future, that the Releasees may have to pay or that may be asserted against the releases that arise directly or indirectly arising out of or resulting from, directly or indirectly, from the conduct of the User or the User's guests, the User's event and the use of the Andover Town House, or from the negligence of the Releasees.

For questions or additional information please call 978-623-8727

Please Sign & Return with Payment

I have read the above and agree to the terms and conditions of using the Andover Town House.

I understand that the community use agreement is not confirmed until I have signed the paperwork & paid the non-refundable deposit.

Signed: _____ Date: _____

Name of User: _____

User's Address: _____

User's Contact Information: Telephone: _____

Email: _____

Date of Event: _____ Time of Event: _____