

**USER AGREEMENT & RESERVATION FORMS**

**2019**

**hours of operation**

The Arlington Street Community Center (ASCC) will be open daily, with hours of operation as follows:

Monday-Friday,  9 am – 8 pm

Saturday-Sunday, as scheduled or reserved.

\**Hours are subject to change and may be altered by special arrangement.*

**reservations**

All reservations for public meeting rooms will be coordinated through the ASCC Director.  Contact information is as follows:

Megan Caron, ASCC Director

caronm@nashuanh.gov

603.204.5303

36 Arlington Street

Nashua, NH 03060

The Arlington Street Community Center is a welcoming, affirming, and safe space for all. The ASCC desires to make facilities available for civic, cultural, educational, recreational and other activities as long as these activities do not conflict with public purposes and activities, state and federal laws, local ordinances, or proper care and maintenance of the facility. Use of facilities will be granted in the following prioritized order:

1. Use by the City of Nashua, including organizations partnering with the center for community programming

2. Use by the Nashua School District and their affiliates

3. Use by city non-profits

4. Use by other local non-profit organizations

5. Use by private interest groups, organizations, or for-profit agencies

The director will only accept complete reservation packets which consist of the following:

* + Reservation Form
	+ User Agreement
	+ Access Control Form
	+ Request for Proposal (if applicable)
* All users interested in holding a program or event that is free and open to all community members must submit an RFP. The RFP request can be found on the city’s website: <https://www.nashuanh.gov/1183/Using-the-Community-Center>.
* Each user shall complete a reservation packet and submit it to the ASCC Director.   The User shall be responsible for the timely payment of the user donation that is assigned.  Donations must be received at least fourteen (14) days prior to the reservation date.
* Resume, credentials, proof of insurance, and background checks, may be required for activities such as classes and must be submitted with this request form.
* Reservations will be confirmed and placed on the calendar pending approval after receipt of a completed and signed user agreement, reservation form, and a refundable deposit (if required). Full payment of any donation is due upon approval of the request for use of the Arlington Street Community Center.
* Cancellation of a reservation must be communicated no less than 72 hours in advance.  Refunds in excess of the refundable deposit will only be made if 72 hours advance notice was received.  Failure to cancel or to appear for a reservation may result in denial of future reservations. If a user owes outstanding donations for prior use, no further reservations will be approved until all outstanding balances are paid in full.
* Users wishing to reserve the ASCC may be required, at the discretion of the Director, to hire security for scheduled events.  Any security requirements will be stipulated at the time the reservation is confirmed. Satisfactory proof will be required before the use of ASCC is allowed.  Failure to provide required security will be regarded as a late cancellation and will lead to all applicable charges for the reservation.
* If a reservation needs to be rescheduled, the sponsoring organization or user is responsible for contacting the ASCC Director on the next day of operation. If a satisfactory time is not available, all donations, except the refundable deposit, will be refunded.

**user donations**

Donations collected for use of the Arlington Street Community Center will be used to offset building costs and associated costs of the activities.

Groups will be designated in the following categories and be subjected to the applicable donation schedule:

Group A:  Recognized groups affiliated with the City of Nashua.

Group B:  Nonprofit or civic groups, churches or all other groups classifies under Section

501 (c) 3 of the IRS tax code.

Group C:  Groups acting as non-profits serving the residents of the City but without the benefit of 501c3 status.

Group D:  For-profit groups (e.g., private dance schools, theater groups, camps, etc.)

Group E: Private events.

|  |  |  |  |
| --- | --- | --- | --- |
| **Group Classification** | **Meeting Rooms** **(A or B)** | **3rd Floor****(Dance Studio)** | **Deposit**  |
| **Group A** | - | - | - |
| **Group B** | $15.00 | $40.00 | $100.00 |
| **Group C** | $20.00 | $50.00 | $100.00 |
| **Group D\*** | $40.00 | $70.00 | $100.00 |
| **Group E \*** | $30.00 | $50.00 | $100.00 |

\* requires proof of insurance.

* Donations in the form of checks or cash are made payable to the City of Nashua - ASCC based upon any of the following criteria. If paying with a check, two separate checks must be submitted: one check for the $100 deposit and one check for the donation. Donations must be paid at least 14 days in advance of event.

* The donations for Groups B, C, D, and E may be waived at the discretion of the ASCC Director to be a % of gross revenue provided in the estimation of the ASCC Director to cover reasonable costs of facility.
* Donations for blocks of classes, events, or programs are determined by the ASCC director and may vary from the guide above given the event or program.

**insurance**

Renters are required to supply proof of insurance, naming the City of Nashua as insured. The City of Nashua requires that all users hosting an event on City of Nashua property provide proof of insurance. Prior to the execution of the ASCC User Agreement, users will file a certificate of insurance evidencing comprehensive general liability coverage in the amount of $1,000,000 per occurrence, naming the City of Nashua as an additional insured. A Tenant Users Liability Insurance Policy (TULIP) can be purchased at the full expense of the user at: <https://www.onebeaconentertainment.com/Entertainment/pages/industry-solutions/tulip-event-insurance.page>.

**requirements**

* Coverage must be written with an insurance carrier licensed to do business in the State of New Hampshire.
* COI should identify the event being held; along with dates of event.
* Certificate holder should be listed as:

City of Nashua,

229 Main Street

Nashua, NH  03060

* Any and all companies/vendors hired by the event holder are the agents of the event holder and NOT the City of Nashua.  Companies/vendors hired are subject to the same insurance requirements as the event holder.
* Failure to set all insurance requirements shall constitute a default of the ASCC User Agreement and may result in the immediate termination of the agreement as well as incurring of the appropriate cancellation fee.

This agreement to indemnify and hold the City harmless shall include any costs incurred by the City in defending any action involving an act by the user or any of its officers, employees, guests, or agents, and shall include attorney’s fees incurred by the City.

Each user will faithfully observe, keep, and obey all terms and conditions of the permit, laws, rules and ordinances of the City of Nashua.  The user will also faithfully observe, keep and obey all laws, rules and regulations of any other governmental entity including, State and federal regulations which may apply. Users are ultimately responsible for the actions of their guests.

The users act on behalf of and represents their organization.  The user will save and protect, hold harmless, indemnify and defend the City, its commissions, officers, agents, and employees against any and all liability, causes of action, claims, loss damages, or cost and expenses arising from, allegedly arising from, or resulting directly or indirectly from any acts of the users or any of its officers, employees, guests, or agents done in the performance or operations of the event, or any act done under pretended authority.

**conditions for use**

**setup and breakdown**

* When reserving the ASCC, the user should specify the number of individuals expected; the number cannot exceed the maximum capacity stated by law.  The total capacity of the Community Center is 275 people: Room A & B = 75 each; dance studio = 125.
* Chairs and tables are provided in the meeting rooms. The user will be responsible for returning the room to its pre-event condition.  Furniture, equipment, or supplies from elsewhere in the building may not be used unless previously authorized.
* Additional chairs and tables may be requested prior to the event; otherwise, the spaces are rented “as is.”
* It is the responsibility of the user to set up and break down tables, chairs, and other equipment used and leave the room in the setup it arranged before the rental.
* Users are not permitted to occupy rooms other than what was originally requested. Users are responsible to ensure guests are using appropriate rooms.
* Users and their guests are not permitted to go downstairs in the office area.
* Users will ultimately be held liable for any damages or accidents incurred during the granted rental time.  All event setup, breakdown, and cleanup must be completed within the time specified on the reservation form.
* The refundable deposit will be returned upon review of the facility.
* Approved users will be given an access card. The card will be programmed to allow entrance to the ASCC one half hour before and one half hour after the total requested time. Cards are to be returned to the ASCC Director after the event as concluded; deposits will not be returned until the access card has been turned in.

**cleaning and maintenance**

* The user shall keep the premises in a clean condition; all surfaces must be wiped down and floors must be swept/vaccumed and mopped if necessary.  Cleaning supplies are kept in the back closet adjacent to the side entrance.
* The user shall be responsible for the proper storage and the final collection, or ultimate disposal, of all garbage in accordance with the regular municipal collection system.
* All trash barrels used must be emptied and re-lined. Trash can be disposed of in the located in the back parking lot.
* The user shall not permit the premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Users are prohibited from mounting anything on walls or other surfaces without prior permission from the ASCC Director.
* The toilets and pipes shall not be used for any purpose other than those for which they were constructed.
* Users serving food and beverages are responsible for providing food, beverages, and any other napkins or cutlery. The use of alcohol is strictly prohibited in or on the premises of the ASCC.

**regulations**

* As regulated by state law, smoking is prohibited in or on the premises of the ASCC.
* Per Fire Department regulations, no open flames are permitted in or on the premises of the ASCC.
* Reservations will not be approved to users that have previously failed to comply with stated conditions for use. This includes, but is not limited to, failure to allow staff to follow normal closing procedures, excessive noise leading to complaints by other users, inappropriate use of facility property, or failure to clean up after an event.
* Use of the ASCC for the conduct of illegal activity is strictly forbidden and will result in immediate loss of privileges.
* Individuals ages 20 and under may not reserve the ASCC and attendees ages 20 and under must be supervised by the user.
* Reservation of the ASCC is not transferable.
* The ASCC Director reserves the right to terminate a function at any time due to inappropriate activity or behavior.
* Any local or state licenses, permits, or fees are the responsibility of the User. The ASCC Director may request review of any documents prior to the event.
* The user shall be responsible for the safe storage of their furnishings, equipment and possessions.
* No copies of access cards or keys shall be made without the permission from the ASCC Director.
* Access cards are to only be used by the authorized user listed in the reservation packet.

**facilities and maintenance**

* Parking is permitted in the front and rear of the building. Parking is not permitted next to the dumpster.
* The ASCC is handicap accessible on the first floor; the third floor dance studio is not.
* The front or side door is not to be propped open at any time.
* In the case of emergency, call 911.
* Fire extinguishers are located in each major room, hallway, and stairwell.  Exit signs are located at each exterior door and in each hallway. Exit lighting is located outside of each exterior door.

**ARLINGTON STREET COMMUNITY CENTER**

 **RESERVATION FORM**

*Please the Arlington Street Community Center calendar on the web page*

*(www.nashuanh.gov/1146/Arlington-Street-Community-Center) for room availability prior to submitting your application. Open dates are not a guarantee, as some applications may be in process.*

**Name of Sponsoring Organization or Individual:** Click or tap here to enter text.

**Date of Application**: Click or tap to enter a date.

**Date of Event:** Click or tap to enter a date. **-** Click or tap to enter a date.

**Recurring**? [ ]  Yes [ ]  No

*If yes, please select the day(s) the event will be recurring:*

[ ] Sunday [ ]  Monday [ ]  Tuesday [ ]  Wednesday [ ]  Thursday [ ]  Friday [ ]  Saturday

 **Total Time Requested** *(including set-up and clean-up time):* Choose an item. **-** Choose an item.

 **Actual Event Time:** Choose an item.

 **Room(s) Requested** *(please check all that apply):*

[ ] Program Room A [ ] Program Room B [ ] 3rd Floor Dance Studio [ ] Entire Building

*Note: The 3rd floor is* ***not*** *handicap accessible.*

**Equipment needed:**

*(please check all that apply and indicate the number of each item needed)*

[ ] Tables

[ ] Chairs

[ ] White Board

[ ] Projector (indicate PC or Mac)

[ ] Easel

[ ] Extension Cord

[ ] Cleaning Supplies

[ ] Other

\**Note: Special arrangements must be made to use tables, chairs, or any other equipment that is not currently available in each room. Specific conditions may apply to the rental per the discretion of the ASCC Director.*

**Description of Person or Organization Requesting Rental** *(i.e. for-profit business, non-profit organization, civic organization, for-profit individual, private party/event, etc.)***:**

 Click or tap here to enter text.

 **Name of Person Responsible for Rental** *(please include full contact information):*

Click or tap here to enter text.

**Description of Proposed Event:**

Click or tap here to enter text.

 **Number of people expected to attend event:**

 Click or tap here to enter text.

**Will food and/or beverages be served at this function? If so, what?**

Click or tap here to enter text.

 **Is there any other important information relevant to the reservation?**

Click or tap here to enter text.

**ARLINGTON STREET COMMUNITY CENTER**

 **USER AGREEMENT**

I certify that I am the person requesting the room or am an officer of the above-named organization; that, if part of an organization, I have the authority to reserve the Arlington Street Community Center; and that the above statements are true to the best of my knowledge and belief.

 I hereby agree that the user will be responsible for any damage caused by the user or user’s guests to the Arlington Street Community Center premises and furnishings because of the use of said premises by the above user, and agree to pay for said damages assessed by the City of Nashua.

I have received, read, and agree to abide by and uphold all rules and policies governing the use of the Arlington Street Community Center. I also agree to release, acquit, discharge the City of Nashua for any and all claims or rights of action for any personal injuries or property damage which may occur as a result from the use of the above premises.

I further agree to protect, save, and keep the City of Nashua, the Arlington Street Community Center, their agents, and their employees forever free and harmless and indemnified against and from any and all loss, cost, or expense arising out of or from any accident or other occurrence causing injury to any person or property whomsoever or whatsoever as a result of the use of the above premises.

1. \_\_\_\_\_\_\_\_\_ % to ASCC and \_\_\_\_\_\_\_\_ % to user or

b. Set amount of $ to ASCC for the entire block booking or event or

 c. Set amount of $\_\_\_\_\_\_\_ to ASCC per invitee per class or event

Date: Click or tap to enter a date.

Signature:

Print Name:

Address:

Phone:

E-mail:

**Office use only**:

 ( ) Fee paid. ( ) Fee to be paid later. ( ) Fee waived. ( ) Security Deposit

( ) Proof of Insurance. ( ) Proof of Background Checks. ( ) Resume/Credentials provided.

( ) Licenses and permits obtained by renter