



TOWN OF TYNGSBOROUGH Public Building Rental Policy

📍 First Parish Meeting House | 216 Middlesex Road
📍 Old Town Hall | 10 Kendall Road

This policy shall apply to all rentals in the First Parish Meeting House (216 Middlesex Road) and the Old Town Hall (10 Kendall Road). This policy falls under the jurisdiction and control of the Select Board.

*Adopted by the Select Board on March 14, 2022
Amended by the Select Board on February 27, 2023
Amended by the Select Board on January 8, 2024
Amended by the Select Board on January 6, 2025*

1.0 Purpose

- 1.1 The purpose of this policy is to communicate the permitted uses, related rules, and fees for the use of the buildings covered by this policy. Unless otherwise noted, the policies outlined herein shall apply uniformly to any building listed on this policy.
- 1.2 The Select Board offer the use of these buildings to residents and non-resident charitable, civic, governmental, and other groups engaging in activities consistent with the Town's mission to provide the Town with resources and services that promote community activities, as well as private functions.

2.0 Reservations

- 2.1 The use of the buildings will be on a first-come, first-serve basis with final determination of scheduling made by the Recreation Director.
- 2.2 Reservation requests should be made a minimum of four weeks in advance of the requested date to allow for ample time to review the application. No application shall be submitted more than 2 years in advance.
- 2.3 Applications must be submitted via the online application portal (Viewpoint) which is available on the Town's website. The Town will provide reasonable accommodations to the application process upon request.
- 2.4 Applications require a refundable security deposit of \$400.00 which must be submitted at the time of application. This fee is refunded to the applicant after their event. The deposit is further outlined in Section 6.0.
- 2.5 Rental fee shall be submitted no later than 30 days before the event. Any event not paid in full at least thirty days in advance shall be cancelled and the deposit withheld as



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- 2.6 further outlined in Section 3.0. Any event booked with less than 30-day notice shall require deposit & payment in full at time of booking.
- 2.7 Applications may be submitted by individuals aged 25 years or older.
- 2.8 No individual or group shall be permitted to use the building without first submitting an application as outlined above. In submitting the application, applicant is affirming that they are familiar with and agree to comply with the policies outlined in this policy.
- 2.9 Any information submitted on the rental application that is found to be false, misleading, or incomplete shall be grounds to deny the use of the building by the individual or group submitting the application.
- 2.10 The submission of the rental application shall constitute a release by the individual or group and each and all of its members, of any claim against the Select Board, the Town of Tyngsborough, and its staff for any injury to persons or damage to property suffered by such individual or group or any of its members during or as the result of the use of the building, except as insofar as such injury or damage is directly and solely caused by the negligence or intentional misconduct of the Town or its agents.
- 2.11 Applications shall be reviewed by the Recreation Director to ensure compliance with this policy. Applications deemed to be out of compliance with this policy shall be denied.
- 2.12 An applicant may appeal a denial under section 2.9 to the Select Board in writing within 10 business days of the denial. Any denial received after 10 business days shall be automatically denied as untimely. An appeal shall be submitted in writing to the Select Board. The Select Board shall hear the appeal within 30 days of receipt of the appeal. The decision of the Select Board is final.
- 2.13 The Town reserves the right to reject an application if the anticipated event is likely to be unreasonably disruptive to regular town functions, too large for the applicable building, disorderly, dangerous to persons or property, or in any other way inconsistent with, or in contravention of any of the terms and conditions of this policy.



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2.13.1 In determining whether any of the conditions above may apply, the Town reserves the right to take into consideration the information submitted in the rental application, the history of the individual or group's use of these buildings or other Town buildings, and any other information that the Town deems reasonable.

2.14 The Town reserves the right to reject any application for any other reason if it determines that doing so is in the best interest of the Town of Tyngsborough.

2.15 The Town of Tyngsborough prohibits the rental of municipal buildings for political events, except for political events hosted by a candidate for any office held at the local level (Town of Tyngsborough). The use of the building for political rallies of any sort is strictly prohibited.

2.16 The renter shall be prohibited from sub-leasing any part of the building.

2.17 Renter shall be permitted to utilize the building only for the use outlined in the application.

3.0 Cancellations

3.1 Cancellations must be received at least 30 days in advance of the scheduled event. Cancellations received less than 30 days before the event shall result in forfeiture of the deposit.

3.2 The Select Board may waive such forfeiture, in extenuating circumstances, upon written request of the applicant.

3.3 The Town of Tyngsborough reserves the right to suspend or revoke the privilege of any individual or group that repeatedly cancels events.

3.4 The Town shall have the right to cancel or reschedule any event that conflicts with town-sponsored programs and/or events. Additionally, the Town reserves the right to cancel an event when it determines it is necessary to protect the public health or safety of the renter, its staff, or the general public.

3.5 If the Town has to cancel an event, the Town will issue a complete refund to the applicant. The Town will endeavor to provide as much advance notice as possible.



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4.0 Days and Hours of Availability

4.1 The Town shall make the buildings available between 7:00 AM and 11:00 PM Sunday through Thursday and between 7:00 AM and 12:00 AM Friday and Saturday.

5.0 Fees

5.1 The fees outlined below are subject to the following definitions:

Resident: Applicant has a legal residency in Tyngsborough verifiable through voter registration, driver’s license, or property tax bill.

Local Business: Applicant is a local business who has a physical location in Tyngsborough. Verified through property tax bill, license issued by Town or State, or other billing information.

Tyngsborough Non-Profit: An organization that is a registered non-profit whose non-profit registration shows an address in Tyngsborough.

Non-Resident/Non-Local: Any applicant who does not fit into the category of “resident”, “local business” or “local non-profit”.

Recurring Event: An event occurring at least twice a month for at least four consecutive months. This category applies only to the Old Town Hall and is only available for rentals in the Lower Level. Recurring events must occur on weekdays only excluding Friday evenings.

5.2 The definitions above shall be the only determining factor used to determine which category the applicant’s fee shall fall under. The Recreation Department does not have the discretion to amend these definitions.

5.3 Old Town Hall (10 Kendall Road)

Fee Group	Base Fee (Four Hours)	Additional Hours
Resident/Local Business	\$400.00	\$50.00
Non-Resident/Non-Local	\$400.00	\$100.00
Tyngsborough Non-Profit	(Hourly Fee Only) →	\$35.00
Recurring Event (Lower Hall)	(Hourly Fee Only) →	\$50.00
Media Equipment*	(Per Rental) →	\$100.00
Cleaning Fee (Mandatory)	(Per Rental) →	\$180.00



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**Media Equipment includes up to three (3) wireless microphones, audio, and visual capabilities. Also includes one (1) pre-event walk through to familiarize renter with system. Does not include day of support.*

5.4 First Parish Meeting House (216 Middlesex Road)

5.4.1 Weddings- A wedding rental in the First Parish Meeting House will include four hours in the hall. That four hours is to be divided between a rehearsal and the ceremony. The renter may choose to use all four hours for the ceremony or to use a portion of the four hours for a rehearsal on a day of their choosing before the ceremony. The renting party would have access to the sanctuary as well as the amenities on the lower level for getting ready.

Base Fee (Four Hours): \$600.00
Mandatory Cleaning Fee: \$180
Additional Hours: \$100.00 per hour

5.4.2 Performances (Musical)- Groups will be permitted to rent the First Parish Meeting House for performances of the musical nature for blocks of four hours. Similar to a wedding rental, the renter would be able to use those four hours for a combination of rehearsal time and performance time.

Base Fee (Four Hours): \$300.00
Mandatory Cleaning Fee: \$180
Additional Hours: \$50.00 per hour

5.4.3 Special Occasions- Rentals that do not fit into the two categories above under section 5.4 but are low intensity, require a solemn venue, and cannot be accommodated in the Old Town Hall may be permitted in the First Parish Meeting House at the discretion of the Recreation Director. These rentals are limited to one day rentals only and share the same fee structure as musical performances.

Base Fee (Four Hours): \$300.00
Mandatory Cleaning Fee: \$180
Additional Hours: \$50.00 per hour

6.0 Security Deposit

A security deposit of \$400.00 per building is required with every application. Deposits must be submitted **prior** to the Town confirming a rental. Deposits may be mailed or hand-delivered. No rental shall be confirmed until said deposit is received by the Recreation Director.

If an application to rent a building comes in on a day where another application has already been submitted without a deposit, the first applicant shall be given 24 hours to submit the



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security deposit or lose the rental, provided that the new application is accompanied by the security deposit.

The security deposit shall be returned to the applicant within fourteen business days of their event unless:

- The applicant cancels less than thirty days before the event. The deposit shall be forfeited automatically for any event that is booked less than thirty days before the event and canceled prior to the event.
- The building is damaged in anyway.
- The renter is found to have violated any of the rules for use as outlined in Section 8.

7.0 Post-Event Clean Up

Rentals in the two buildings that this policy covers are self-serve style events. Renters are responsible for set up and removal of all items. At the conclusion of an event, the renter is responsible for:

- Clearing all tables of personal items/and or trash.
- Disposing of all trash in the proper trash/recycling receptacles throughout the building.
- Removing all items that belong to the renter and/or their participants from the hall.

To preserve the condition of the building and ensure quality experiences for all, the Town requires all renters, unless otherwise determined by the Town Manager and/or their designee, to pay a cleaning fee which is used to hire professional cleaning service. The cleaning service is responsible for all cleaning and building reset with the exception of the renter's responsibilities outlined above. This section shall apply to all rental applications submitted after January 6, 2025. Rental applications before this date refer to Section 8.0 of the 2024 Policy.

8.0 Rules for Use

- a) The maximum capacity of the building is 120 people at any single time. Renter is responsible for ensuring compliance. Any event exceeding the maximum capacity will be shut down by the Town and the security deposit shall be forfeited.
- b) Renters are entitled to one (1) parking spot behind the Old Town Hall. This spot is clearly marked and is the spot closest the recycling barrels. All other vehicles are required to be parked in public parking lots nearby. There is absolutely no parking along the building and no double parking behind the Old Town Hall. Renters are responsible for ensuring compliance and violations will result in forfeiture of deposit.
- c) No group or individual using a building shall:
 - a. Sell or promote any material or service for private profit or gain.



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- b. Engage in fundraising activities without first having registered with the Public Charities Division of the Attorney General's Office, unless such entity is not required to register with the Attorney General's Office.
- d) State law prohibits smoking or the use of illegal substances in public buildings. Individuals or groups shall not allow any disorderly persons to remain or loiter within the facility, nor permit the use of foul and/or abusive language; nor permit the facility to be used for any other purpose except as set forth above nor for any unlawful, immoral, or indecent activity.
- e) Posting or mounting materials on walls, ceilings, light fixtures, columns, doors, or equipment is prohibited.
- f) Use of rice, confetti, bubbles, or similar items is prohibited.
- g) No portion of the sidewalks, entries, passages, vestibules, halls, or stairways of the building shall be obstructed by the individual or group or used for any purpose other than for ingress and egress, to and from the building. The doors, stairways, hallways, corridors, and passageways shall not be obstructed. The plumbing (toilets, sinks, faucets, drain pipes, and the like) shall not be used for any purpose other than that for which they were constructed.
- h) Individuals or groups are responsible for paying for the replacement or repair, at the Select Board's discretion, of lost, stolen, or damaged building equipment or furnishings.
- i) Individuals or groups shall, at their own expense, procure any license or permit necessary for the conduct of their event.
- j) Temporary signage is permitted on the event day(s) and must comply with the Town's Temporary Sign-By-Law. The placement of all signs must first be approved by the Recreation Director.
- k) If, in the opinion of the Recreation Director, the presence of a police officer is advisable, the individual or group using the building will be required to hire one (or more) police officers at its own expense. Police officers may be hired by calling the Tyngsborough Police Department at least two weeks in advance.
- l) No individual or group may use the facilities for any purpose that would directly or indirectly violate the civil rights of others as set forth in 42 USC 1983, Massachusetts General Law, Chapter 151B, and Article 1 of the Declaration of Rights of the Massachusetts Constitution, as well as other federal, state, or local law.
- m) At the discretion of the Select Board, an appropriate number of adult chaperones must accompany minors.
- n) In issuing posters, press releases, or other publicity, individuals or groups may not state nor imply that their programs are sponsored, co-sponsored or approved by the Town, or the Select Board unless the event or program is Town-sponsored.
- o) The Select Board, Town Manager, Recreation Director, and Town staff assume no responsibility for the loss, theft, or damage of any property of any group or individual using the facility.
- p) Individuals or groups using the building agree to indemnify and hold harmless the Town and its employees, agents, officers, and representatives from any and all suits, actions, claims, or demands of any nature arising out of or brought on account of any injuries or damages sustained by any person as a consequence or result of their use of the building, its furnishings, or its equipment.



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- q) Depending on the nature of the event, renters may be required to obtain private event insurance at the following levels:
 - a. **General Liability** of at least \$1,000,000 Bodily Injury and Property damage liability, combined single limit with a \$3,000,000 annual aggregate limit. The Town of Tyngsborough must be named an additional insured.
 - b. **Umbrella Liability** of at least \$2,000,000/occurrence, and \$2,000,000 aggregate. The Town of Tyngsborough must be named an additional insured.
- r) Any individual or group using the facility shall be responsible for providing and bearing the cost for any special accommodations that are requested by participants in accordance with the Americans with Disabilities Act.
- s) No sporting events or athletic events are allowed. Passive activities such as Yoga and the like are permitted but only in the lower level of the Old Town Hall unless otherwise directed by the Recreation Director.
- t) Applications for use of the buildings covered by this policy shall specify any entertainment to be provided. Local and state law require certain entertainment activities be licensed by the Select Board in advance.
 - a. The Town reserves the right to reject any application that includes entertainment determined to be detrimental to the neighborhood or community at large.

9.0 Service of Alcohol

- a) Any event at which alcohol will be provided for a fee, or at any event where alcohol is served *and* a fee is charged for entry or is open to the public shall be required to first obtain a one-day liquor license from the Select Board's Office. The fee for such license shall be \$100.00 and application must be submitted at least 3 weeks in advance of the event.
- b) Any event required to obtain the above referenced license shall also be required to obtain Liquor Liability Insurance of at least \$1,000,000/occurrence and \$3,000,000/aggregate. The Town of Tyngsborough must be named additional insured.
- c) Events where alcohol is provided either as *bring your own* or provided to attendees at **no cost** shall not require the above-mentioned license. All other rules in Section 9.0 shall apply to any event where alcohol is served, whether for a fee or not for a fee.
- d) All alcohol shall be served by a TIPS-certified bartender whether the event is public or private. Individuals or groups are responsible for obtaining TIPS-certified service personnel.
- e) Individuals or groups using the facility shall assume responsibility for ensuring compliance with all local, state, and federal laws regarding the service of alcohol including ensuring that there is no service of alcohol to minors and that no individuals are over served.
- f) Individuals or groups using the facility agree to defend, indemnify, and hold harmless the Town of Tyngsborough, the Select Board, the Town Manager, Town employees and/or agents, from any and all damage, harm, injury, including personal injury to third parties, arising out of or resulting from, or related to, directly or indirectly, the service of alcohol.

10.0 General



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- a) The applicant shall not assign any part or all of the agreement without the prior consent of the Town.
- b) The Town of Tyngsborough shall have the right to access or make inspections at any time and at any occasion to ensure compliance with the application and relevant agreements.
- c) The Town of Tyngsborough does not relinquish the right to control the management of the facility and to enforce all necessary and proper rules for the management and operation of the building.

11.0 Media Equipment

- a) The rental of media equipment at the Old Town Hall shall not be available to entities bringing in their own audio/visual equipment.
- b) Renter agrees that any damaged, lost, or stolen media equipment shall be replaced at the expense of the renter.
- c) Renter and Event Host will conduct a pre and post event walkthrough of the media equipment to ensure all items are accounted for and in the same state they were at the beginning of the event.
- d) Renter understands that the Town does not make any technical support available day of the event, but will ensure the renter is familiar with the operation of the equipment prior to the event.