

Lyme Center Academy Building

The following is a check list of the necessary documents that must accompany the application when it is submitted:

- A. Application-filled out completely (that means details of what is taking place and who or what groups will be there)
- B. Discuss parking with Lyme Police department (this application will not be approved until a parking plan is in place and approved by the Police department) see section 4 (f) of the Management & Use policy.
- C. Certificate of Liability Insurance
 1. Comprehensive General Liability Insurance: the renter shall have comprehensive general liability basis in an amount no less than \$2,000,000, combined single limit personal injury and property damage for each occurrence
 2. The Town of Lyme must be named on the certificate of insurance.
 3. Under the description of operation, the Certificate must list the date and time of the event and all entities covered under this policy. In that section the Certificate must state the following "The Town of Lyme, NH and its officials, agents, employees and volunteers are named as an additional insured on the insured's commercial general liability policy with respect to the insured's use of and activities in and upon the Town's premises and structures thereon occurring on the requested date and time".
 4. For groups that do not have commercial insurance coverage: You should contact a local insurance agency and request coverage for a "one day special event liability policy" insurance coverage to include # 1, # 2, and # 3 requirements.
 5. Submit the application to the Office of the Select Board **at least 15 days prior** to the event.

Lyme Center Academy Building Management and Use Policy

1. Introduction:

The Lyme Center Academy building was built in 1839. For all but seven years, up until 1994, it remained in service as a school and social center for Lyme Center. Through a public-private partnership, extensive renovations and restorations of the facility commenced in 1997 and were completed in 2002. The purpose of this work was to convert the structure into a historical museum and modern community building while maintaining its historic character.

2. Space Designation:

The north end of the renovated ground floor contains the Community Care of Lyme sitting room/meeting room and office areas. The southern end consists of the main lobby, restroom and public meeting room. The second floor is taken up by the "Academy Hall" with its small stage. The rated capacity of the ground floor meeting room is 15 people and the Town's limited capacity for the Academy Hall 80.

As a part of the renovation, a small addition was added to the north end of the building. This provides a small lobby, restroom, and an elevator to provide handicapped access to the second floor.

3. Building Management:

Under the general supervision and direction of the Select Board, a Town Buildings Maintenance Committee shall be responsible for advising of the maintenance and up-keep of the facility.

Scheduling the use of the ground floor meeting room and Academy Hall shall be coordinated through the Select Board's Office. A deposit and/or use fee will be required to ensure individuals and organizations using these facilities reimburse the Town for costs incurred as a result of their activities.

4. General Use Policies:

- a. The ground floor meeting room and Academy Hall are available for use by Lyme residents and not-for-profit organizations. Organizations not based in Lyme must have a Lyme resident sponsor in order to use the facilities.
- b. Do not use tacks, nails or tape (which may damage the walls or wood work). Please do not move the pew benches around (they scratch the floor).
- c. There are tables and chairs that can be used if you need them.
- d. This is a pack-in and pack-out facility. You need to remove your own trash and debris after the event.
- e. The Board would like to make sure that you are aware that mud season use is conditional. At times there may be the need to partially close and/or totally close the parking lot for use depending on the condition of the ground. The Board may also at times may find it necessary to totally close the building. If

you have rented the location for a block of time, we will be sure to add time at the end of your schedule to make up for the time you missed because of this weather-related closing. The required deposits can and will be used for any damages done to the parking lot and/or the building. Matt Thebodo, our maintenance worker, will be checking the building and parking lot and restricting access as necessary.

f. There is onsite parking for 20 vehicles. For groups anticipating more than 20 cars, parking arrangements must be made through the Lyme Police Department.

5. Functions resulting in significant personal financial gain are not permitted. However, individuals, organizations and/or groups may charge a modest fee for participation in their activities if they provide the Town with proof of insurance. The Town is to be named on the certificate of insurance. (Comprehensive General Liability Insurance: the renter shall have comprehensive general liability basis in an amount no less than \$2,000,000, combined single limit personal injury and property damage for each occurrence) and, where applicable, certification or similar documentation that the renter/user is fully qualified to conduct the proposed activity. All activities at the Academy Building must be open to all Lyme residents. "Free will" contributions or donations to non-profit organizations and/or individuals sponsoring activities (e.g. cost of refreshments, band for a square dance, etc.) to cover the costs of the activity are not considered "fees".
6. In the spirit of encouraging good health, organizations that have the credentials and insurance as listed in section (5) above, and that are deemed to fit in the category of "good health activities", such as yoga, tai chi and pilates, with special permission from the Select Board, may rent the hall for a minimum of 5 times, and a maximum of 8 times, at a set rate of \$35.00 per 3-hour block.
7. Non-profit organizations based in Lyme may hold fund raisers with the prior approval of the Select Board. They must have insurance coverage as listed in section (5) above.
8. The following fees will be charged for use of the facilities by individuals and groups not officially sponsored by the Town of Lyme or the Lyme School District:
 - a. Academy Hall:

One time use:	Deposit \$100.00	Fee of \$100.00 for a 4-hour block of time
Ongoing events:	Deposit \$100.00	Fee of \$50.00 for the first use and \$35.00 for each subsequent use for an on-going activity, up to a total of 8 times (such as exercise classes); and
 - b. Meeting Room: Deposit \$50.00 Fee of \$50.00

Please make the deposit check out separately from the fee payment. The deposit checks will be held until the event is over or for 6 months, whichever comes first.

The deposit will be returned if there are no damages and the Academy Building (or its grounds,) the building and grounds have been satisfactorily cleaned up and all trash has been removed, as required by paragraph "10" below.

The Select Board may waive all or part of the above fees if it determines that such a waiver is in the public interest.

9. The *Use of the Academy Building Request for Permit* application must be submitted to the Office of the Select Board at least 15 days prior to the event or the start of each session that falls under the letter “e” above.
10. Individuals and/or organizations using the facilities are responsible for any damages and removal of all trash and personal items after their use of the facilities. The Town will be responsible for the final cleaning of the area.
11. Please remember to return the thermostat to 50 degrees.
12. The Academy building is a smoke free facility, and smoking is not permitted in the building at any time.
13. The serving or possession of alcoholic beverages is not permitted in the facility or on its grounds.
 - a. The Lyme Center Academy grounds include the mowed grass area only. The field is NOT to be used by individuals renting this facility.

Judith Lee Shelnuttt Brotman

Benjamin Kilham

David Kahn

Cc: Chief O’Keefe
Maintenance Supervisor
Department File

insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) through a special program. For more information about how to purchase your TULIP please contact Primex at 1-800-698-2364

INDEMNIFICATION AND HOLD-HARMLESS. To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the Town of Lyme, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of User or its agents, employees, guests, vendors, contractors or subcontractors, and even if allegedly or actually caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

I agree to this Indemnification and Hold Harmless section by signing below:

Applicant Signature: _____ (Date)

Facility use fee and deposit:

Not required: Event sponsored by Town or Lyme School _____

Requesting waiver of deposit and fees _____

Amount attached: Deposit _____
Use Fee _____

Note: Section 4(e) of the LCAB use policy states: the Lyme Center Academy Building may not be used during "mud season" due to the use of the lawn for parking. (Generally "Mud season" is defined for this purpose as any time the roads in Lyme are posted with seasonal weight limits. Conditional Permits may be issued during this time depending on the condition of the parking area.

Please note that at other times of the year the use of the facility may be prohibited or events may be cancelled if the conditions of the parking area warrant such action.

Remarks: _____

I _____, the User, agree to the terms of this agreement.

Applicant Signature: _____ (Date)

Staff action: Approved ____ Disapproved ____

Staff signature: _____ (Date)

Referred to: Select Board ____ Police ____ -see page # 4

If referred to the Select Board or
police for:

Fundraiser _____

Parking _____ Other _____

(Date)

(Signature)

Police Department Action (if required):

Approved: _ Disapproved: _____

Remarks: _____

(Date)

(Signature)

Select Board Action (if required):

Approved: _____ Disapproved: _____

Remarks: _____

(Date)

(Selectboard member)

(Selectboard member)

(Selectboard member)

Distribution of completed form:

Applicant
Police
File



COMMENT: It is recommended the person/group/entity using the Town's facility(ies) be required to provide any additional insured policy endorsement(s) required to effectuate the Town's additional insured status.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER This box should contain the legal name and business/official address of the entity using the Town's facility(ies) and with whom the Town has entered into a facilities use agreement.	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES. CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER _____	Y	This additional insured box should be marked. We've seen this be a check mark or "Y" for yes, the certificate holder is an additional insured on the general liability policy.			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ OTHER \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ OTHER \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ OTHER \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE _____ OTHER _____ E L EACH ACCIDENT \$ _____ E L DISEASE - EA EMPLOYEE \$ _____ E L DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This box should clearly state the Town of Lyme and its officials, agents, employees, and volunteers are named as an additional insured on the insured's commercial general liability policy. For example:

"The Town of Lyme, NH and its officials, agents, employees, and volunteers are named as an additional insured on the insured's commercial general liability policy with respect to the insured's use of and activities in and upon the Town's premises and structures thereon occurring on [enter date]."

Must list date of event

CERTIFICATE HOLDER This box should include the Town of Lyme, NH and its official address. For example: Town of Lyme, NH One High Street Lyme, NH 03768	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
This box should contain the Town of Lyme, NH and its officials, agents, employees and volunteers.	This box should specify the facility being used by the group/entity and include the date(s) of use.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.