

## TOWN OF MARION MUSIC HALL REQUEST APPLICATION

Date of Inquiry -	Name of group -		
Contact person -			
Address -			
Telephone -			
Event -		Number of attendees	
Event date		Times (from-to)	
Event is (circle one) →	Community function	Non-profit function	Private function
You need (circle one) →	Wine/malt license	All-alcohol license	No alcohol license
<p>A \$25 license fee and a \$500 security deposit are required for alcohol licenses. The license will be issued by the Selectmen and the request must be submitted at least one month in advance. If you are serving alcohol, you are required to provide proof of liquor liability insurance as described in the terms and conditions of this agreement form. You are also required to contact the Marion Police Department and arrange to have a police detail.</p>			
Are there any special requirements?			
<p>Reservations are subject to availability. Return application to Marion Town House, 2 Spring Street, Marion, MA 02738. For additional information please call 508-748-9556.</p>			
<b>TO BE COMPLETED BY THE MUSIC HALL COORDINATOR</b>			
Agreement sent		Agreement received	
Rental fee	Alcohol license fee	Security deposit	
Date fees due		Received	
Copies to: Selectmen, DPW, Recreation Department, Police Department			
APPROVED		DATE	
COMMENTS			

## Facilities Agreement Form

The Town of Marion and the user of the facility (“user”) agree to the following terms and conditions:

- 1. Reserved rights.** The Town of Marion reserves the right to inspect, screen and investigate all events being held on its premises and to take such steps as it may believe necessary to protect the Town’s property and facilities from damage as a result of the event and otherwise protect public health and safety of the users of the facility and the residents of the Town.
- 2. Indemnification.** The user shall hold harmless and defend the Town of Marion, its officers, volunteers, employees, agents and contractors, from any claim for damages of any nature or for any cause arising from user’s use of the facilities or property including access thereto, use of common areas, storage areas and other special use areas used. In the event any action, claim or proceeding is brought against the Town of Marion as a result of any conduct, action or failure to take action or any other activity of the user, or any of its officers, employees, guests, invitees, agents or contractors relating to user’s use of the facilities of the Town of Marion, the user shall indemnify and hold the Town and its officers, volunteers, employees, agents and contractors harmless with respect to any such action, claim or proceeding arising from any cause whatsoever and pay any and all court costs, attorney’s fees and any other costs or damages arising from such action, claim or proceeding.
- 3. Insurance.** Unless waived in advance and in writing by the Town of Marion Board of Selectmen or the Town’s authorized agents, user shall procure and provide to the Town of Marion a certificate of insurance evidencing liquor liability coverage (if applicable) and such other coverage in the amounts as the Board of Selectmen or the Town of Marion may require. The Town of Marion shall be named as an additional insured on all such policies for the purpose of the facilities use.
- 4. Reimbursement for damages to facility or property.** The user shall be responsible for all damagers, injuries, losses, costs and expenses, including reasonable attorney’s fees, which may be suffered or incurred by the Town of Marion to the extent that any such damage results from the negligence or other fault of user or its officers, employees, guests, invitees, agents or contractors involving the use of the Town of Marion facilities or property pursuant to this agreement. If the Town of Marion shall suffer any damages, it shall give user notice of the facts giving rise to such damages and the claim for indemnification. User agrees to promptly reimburse the Town of Marion upon demand for any and all damages to the Town’s facility or property caused by user, its representatives, officers, employees, guests, invitees, agents or contractors.
- 5. Charges.** All charges and costs imposed on user by the Town of Marion for use of the facilities are to be paid in full at the time of confirmation, unless other arrangements are agreed to by the Town of Marion.
- 6. Force-Majeure.** If the Town of Marion is unable for any reason to provide facilities for the event, the Town’s only liability shall be to return to user such charges paid by user for the event under this agreement. Upon return of such funds, the Town of Marion shall be released from any and all further and other liability or obligation under this agreement and this agreement shall be declared null and void. The Town of Marion shall give the user as much notice of such condition as shall be practical under the circumstances.
- 7. “As-is” condition.** User accepts the premises that it will be using for the event and any other services or equipment in their “as-is” condition.
- 8. Security and/or police.** If deemed necessary by the Board of Selectmen or the Town of Marion, in their sole and exclusive judgment, user shall be responsible for the cost of such security and/or police services needed in conjunction with holding the event.

**I/WE ACCEPT THIS AGREEMENT FOR USE OF THE ABOVE-NAMED FACILITY**

Print name and/or organization:	
Signature:	Date: