# Policies for Use of Thayer Homestead

Thayer Homestead is available for use by non-profits, businesses, or individuals for meetings, functions, or events. Use is subject to rental fees and availability, consistent with the needs of the Town of Medway, Massachusetts, and requests of the public are at the discretion of the Resident Manager (RM), Select Board, and Thayer Homestead Governance Committee.

Thayer Homestead can be rented in its entirety or in part. The facility includes Thayer Hall (main function hall, caterer's kitchen, and patio), Homestead Suite (the Lydia and Addison Rooms in the original farmhouse), the Thayer Tent (when weather permits), and the lawn behind the facility. The Contract application must state which areas are being rented for each event and whether the renter will use the lawn for any specific purpose, such as erecting a tent or hosting a ceremony.

NOTE: Choate Park is a separate entity/location and is NOT included in the rental of the Thayer property.

#### I. Reservations

Reservations for a specific date and time may be made in person, by mail, email, or telephone. If the requested date is available, your reservation will be held for seven (7) days during which time a *Contract for Use of Thayer Homestead* application must be completed and submitted by the renting party (individual or authorized representative of the group or organization) along with payment of the deposit (security deposit and one half the total rental fee (sum of all fees)). This is the only way to secure the reservation. The individual signing the contract application, as well as the organization, if applicable, granted use of the Thayer Homestead, will be responsible for the conduct of all persons using the Thayer Homestead pursuant to the reservation and the protection of Town property.

NOTE: To qualify for the 20% discount for residents or businesses of Medway, the renter must show proof of residency and be the signer of the Contract for Use of Thayer Homestead Application.

# II. Setup and Cleanup

Prior to the event, the RM can setup the facility if arrangements were made in advance. The floor plans and lists of available equipment are available from the RM or can be viewed or downloaded from the web site, Thayer Homestead Floor Plans and Equipment. Renters must submit a floor plan and any necessary audio/visual equipment needs ten (10) days prior to an event to guarantee setup as requested. Additional needs beyond the scope of what Thayer Homestead provides, must be submitted in advance, approved, and handled through an approved equipment rental facility at the renter's expense. If no plan is submitted, the RM may arrange tables and chairs at his discretion and, if changes are desired by the renter after the event starts, the changes will be done during the rental time period and/or at an additional cost. Setup and breakdown time must be taken into consideration when planning an event as it must take place within rental time period. The renter is responsible for returning the space to the "as found" condition after the event. All trash must be removed and placed in the dumpster. Decorations must be removed and properly disposed of. Thayer Homestead is not responsible for items left behind and will deduct from the Security Deposit any extra cleaning needed to remove trash left behind.

For events using caterers, setup and cleanup time must be built into the time period of the event. The caterer is responsible for leaving the kitchen in "as found" condition, clean, and free of trash. After the event, all areas are expected to be left in the same condition in which they were found. The kitchen must be picked up. No food or drink can be left in the refrigerator or freezer. The stove and dishwasher must be turned off. Tables and chairs must be left as found. The black event chairs and wooden banquet tables may not be used outdoors. Conversely, the outdoor patio furniture cannot be used indoors. The patio must be clear of trash and debris and the tables and chairs left as found.

#### III. Insurance

Event Liability Insurance protecting against claims for bodily injury and property damage in the minimum amount of \$1,000,000 per occurrence is required as part of the rental agreement. The individual/organization must obtain and maintain such insurance for the day of the event. This type of insurance is generally available as part of a renter's or homeowner's insurance policy. If the liability policy is a Commercial General Liability policy, the Town of Medway must be listed or endorsed as an additional insured on the policy using ISO Form No. CG 20 26 11 85 or equivalent. A certificate of insurance

must be provided as proof of said insurance at the time of submission of the Contract application or with submission of the final payment. The certificate shall include the organization or individual and the event date and shall confirm that the Town is named as an additional insured if required. The Renter assumes all costs associated with Liability insurance coverage.

Events that are sponsored or co-sponsored by the Town may be eligible for coverage under the Town's insurance policy, at the sole discretion of the Select Board. Any insurance policy obtained by the organization or individual under this paragraph shall contain clauses waiving any right of subrogation against the Town and making such insurance primary and non-contributory, either through the policy itself or by endorsement. The Town may require additional proof of insurance, including copies of applicable policies and endorsements, at its discretion.

The Town is not responsible for the loss or damage to the person or property of any user or of any individual attending the event. The fact that a group or organization is permitted to use the facility does not in any way constitute an endorsement by the Town of that group's policies or beliefs.

Smoking is prohibited in all Town buildings, which includes the Thayer Homestead and grounds.

# IV. Liquor License

The rental agreement does not include a liquor license. If serving alcoholic beverages at the event, whether sold or at no charge, a one-day liquor license is required. There is no charge for a one-day liquor license. An application for a one-day liquor license can be completed on-line via this <u>link</u> or from the Town of Medway website. Requests for liquor licenses must be submitted to the Select Board's Office no later than thirty days prior to the scheduled event. Requests submitted less than thirty days prior to a scheduled event may not be considered. All alcoholic beverage servers at such events are required to be certified through the TIPS or a similar certification program.

If the organization or individual is providing alcohol at the event, in addition to the insurance requirements listed in Section II above, the liability policy must be endorsed to **include host liquor liability** coverage using ISO Form No. HO 00 03 04 91, CG 00 01 10 01, SB 00 06 11 99 or equivalent. Evidence of such coverage must be listed on the certificate of insurance.

If the organization or individual is serving alcoholic beverages provided by a vendor or another party, in addition to the insurance requirements listed in Section II and in the second paragraph of Section III, above, the vendor/server must obtain and maintain a liability policy protecting against claims for bodily injury and property damage in the minimum amount of \$1,000,000 per occurrence, including liquor liability coverage using ISO Form No. CG 00 33 04 13 or equivalent, and the policy must name or include the Town of Medway as an additional insured, including liquor liability coverage. The insurance policy shall contain clauses waiving any right of subrogation against the Town and making such insurance primary and non-contributory, either through the policy itself or by endorsement. A certificate of insurance for the vendor/server must be provided as proof of said insurance at the time of execution of the use application.

The Town may require additional proof of insurance, including copies of applicable policies and endorsements, at its discretion.

NOTE: Serving of alcohol must stop thirty (30) minutes prior to the end of the event. Beer kegs are not permitted.

### V. Fees

Regulations concerning the fees for Thayer Homestead shall be established by the Thayer Homestead Governance Committee and shall be reviewed from time to time as deemed necessary.

The rental fee for each event at Thayer Homestead includes the Facility Rental Fee, Security Deposit, plus any optional fees. Optional fees can include Homestead Suite Fee, Equipment Rental Fee, Thayer Tent Use Fee, and Lawn Use Fee, as per renter requests and agreements. Any additional fees for extra equipment contracted through an outside vendor must be arranged between the renter and the outside vendor and with the approval of the Thayer Homestead Governing Committee.

The security deposit and one half the total rental fee (sum of all fees) is due at Contract application signing. The remainder is due and payable one month before the event.

In general, a rental Contract application for the Thayer Homestead gives the renter access to the Thayer Hall, patio, and kitchen. Use of the Homestead Suite, Thayer tent, and lawn are also available at an additional cost and must be specified before the event date.

## **Facility Rental Fees**

Area Rented	Time Rented		Mon-Thurs Rates	Fri & Sun Rates	Sat Rates
Thayer Hall	9AM-4PM	Non-Resident	\$300	\$450	\$550
тпаует пап	JAIVI-4PIVI	Resident	\$250	\$370	\$450
<b>7</b> 1	5 20004 44004	Non-Resident	\$350	\$550	\$650
Thayer Hall	5:30PM-11PM	Resident	\$290	\$450	\$530
		Non-Resident	\$550	\$750	\$1050
Thayer Hall	9AM-11PM	Resident	\$460	\$620	\$860
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		Non-Resident Option 1		Sunday Only	
		(Hall, Suite, Patio)	N/A	\$1,800	\$1,800
		Non-Resident Option 2			
		(Option 1+Thayer Tent with		Sunday Only	
		Tables&Chairs+Lawn)	N/A	\$3,000	\$3,000
	Weddings	Non-Resident Option 3		Sunday Only	
Thayer	9AM-11PM Sat & Sun	(Option2 + Chairs on Lawn)	N/A	\$3,200	\$3,200
Weddings		Resident Option 1		Sunday Only	
weddings		(Hall, Suite, Patio)	N/A	\$1,500	\$1,500
		Resident Option 2(Option			
		1+Thayer Tent with		Sunday Only	
		Tables&Chairs+Lawn)	N/A	\$2,700	\$2,700
		Resident Option 3(Option2		Sunday Only	
		+ Chairs on Lawn)	N/A	\$2,900	\$2,900
		,			
Convity Donasit	21/2	Thayer Hall Only	\$150	\$150	\$150
Security Deposit	N/A	Entire Property or All Day	\$300	\$300	\$300
-	-	-	-	-	-
	N/A	No Tent-No Chairs	\$100	\$100	\$100
Lawn Fees		Thayer Tent with Tables &			
		Chairs	\$500	\$500	\$500
		Large Function Tent	\$400	\$400	\$400
		Additional Chairs Set-up on			
		Lawn	\$200	\$200	\$200
Homestead Suite	N/A	N/A	\$100	\$100	\$100



		1 Projector Screen & 1 LCD			
Equipment	Equipment 81/2	Projector	\$40	\$40	\$40
Rental Fees	N/A	Wall-Mounted HDTV	\$40	\$40	\$40
NOTE: Location		PA/DJ System with Wireless			
in Thayer Hall		Microphones	\$40	\$40	\$40

Medway Residents receive a 20% discount, as shown in the table above, off the Thayer Hall Rental Fee when they sign the rental Contract application and provide proof of residency. No additional discounts are given for the other fees.

Facility coverage during an event if requested is at a charge of \$35/hour.

#### Non-Profit Organizations Facility Rental Fees

Area Rented	Time Rented		Mon-Thurs Rates
Thayer Hall	9AM-4PM	Non-Profit	\$50
Thayer Hall	5:30PM-11PM	Non-Profit	\$50
Thayer Hall	9AM-11PM	Non-Profit	\$100
Socurity Donosit	N/A	Thayer Hall Only	\$150
Security Deposit	N/A	Entire Property or All Day	\$300
	N/A	No Tent-No Chairs	\$100
		Thayer Tent with Tables &	
Lawn Fees		Chairs	\$500
		Large Function Tent	\$400
		Additional Chairs Set-up on Lawn	\$200
Homestead Suite	N/A	N/A	\$100
		1 Projector Screen & 1 LCD	
Equipment Rental Fees	N/A	Projector	\$40
		Wall-Mounted HDTV	\$40
NOTE: Location in Thayer  Hall		PA/DJ System with Wireless Microphones	\$40

#### Town of Medway Non-Profit organizations may rent Thayer Hall within 30 calendar days prior to their event.

Charges for renting areas in addition to Thayer Hall including the suite, lawn, Thayer tent, and equipment will be charged standard facility rental fees for all applicants as shown in the table above.

Friday, Saturday, or Sunday rentals will be charged standard facility rental fees for all applicants.

NON-Town of Medway Non-Profit organizations may rent Thayer Hall at the non-profit rate ONLY with approval of the Thayer Governance Committee.



Security Deposit: The Security Deposit ensures the property will be left in the same condition it was found. After the event, if the venue is left in good condition, the Security Deposit will be refunded to the renter by Town of Medway check. If any damage was sustained to the building or equipment, the repair fee will be deducted from the Security Deposit. In the event the damage is more than the Security Deposit amount, the Town will bill the renter for the additional repair expenses.

Homestead Suite Fee: For an additional fee the Homestead Suite in the original farmhouse can be added to Thayer Hall to expand the space for larger events and for weddings. The Suite has two comfortably furnished rooms and another bathroom, all handicapped accessible by elevator. It is perfect for a bridal preparation suite or quiet get-away area. If not included in the rental agreement, this area will not be available for use.

**Equipment Rentals Fees:** Equipment available for use in Thayer Hall is referenced in the above table.

Lawn Use Fees: If the event will use the lawn around Thayer Homestead for any activity, such usage of the Thayer tent, holding a wedding ceremony, or conducting outside games, renters must pay a non-refundable fee as stated in above fee schedule. Should there be a need to erect a tent on the lawn, a Tent Permit is required from the Town of Medway Building Department and must be obtained in order to erect a tent on the Thayer Homestead property. NOTE: Large tents must be removed from the property prior to any events scheduled for the following day.

### **One-Day Liquor License**

If the event is serving any type of alcoholic beverages, the renter must obtain a one-day liquor license from the Select Board's Office at least thirty (30) days in advance of the event. Requests submitted less than thirty days in advance may not be considered. There is no charge for this license. The license allows renters to bring in their own alcohol and serve it themselves at a private party. However, if the event is charging a fee for drinks or the alcohol is provided by a third party, Town bylaws require that a licensed bartender serve at the event. Hiring the bartender is at the expense of the renter and can usually be arranged with the caterer, if available. Additional insurance liability coverage is required when serving alcohol as stated in Section IV.

#### Rental Payment

All fees are payable in advance of the event. A reservation date can be held for one week only. To confirm a reservation, the renter must complete the Contract for Use of Thayer Homestead rental Contract application within one week of making the reservation and submit payment to include the security deposit and one half the total rental fee (sum of all fees). The final remaining payment is due and payable 30 days before the event and must include the remainder of the facility rental fee and any additional fees required, such as lawn use, police, or fire details. Any additional equipment rentals and/or caterer fees are considered separate contracts between the renter and selected service provider.

If the reservation is made within thirty (30) days of the event date, the total rental fees, Security Deposit, and any additional fees required, such as lawn use, police, or fire details are due at Contract application signing.

Payment in cash or check may be submitted to the Select Board's office during normal business hours, payable to the "Town of Medway". On-line payments may be made by visiting www.Townofmedway.org. Additional fees apply to any credit card transactions but not if paying via bank checking account.

#### Cancellation Policy

If the event is cancelled more than three months in advance, the Town of Medway reserves the right to withhold the Security Deposit as a penalty, or to decrease the amount refunded based on the time periods in the following chart.

No refunds will be given for last minute cancellations unless:

- The time period is rented prior to the cancelled event date OR
- The renter cancels within 14 calendar days of payment of the initial deposit.

TIME PERIOD BEFORE EVENT DATE	AMOUNT REFUNDED	
24 months - 12 months	100% minus \$100.00 administrative fee	
12 months - 6 months	50% or \$100 administrative fee, whichever is greater	
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TIME PERIOD BEFORE EVENT DATE	AMOUNT REFUNDED
6 months - 3 months	50% or \$100 administrative fee, whichever is greater
3 months – 0 months	No refund.

# VI. Police/Fire Details

The Thayer House Governance Committee reserves the right to determine, in its reasonable discretion and in consultation with the Chief of Police or his designee, and the Fire Chief or his designee, whether any proposed use of the facility will require a police detail or other extraordinary police protection, or a fire detail, and if so, the anticipated cost thereof. In making this determination, the Town may take into consideration the contents of the application, the history of the applicant's use of the facility, the history of the applicant's use of facilities elsewhere in the Town of Medway or in other communities, and such other information as the Town may deem appropriate. If the Town determines that a police detail or fire detail reasonably will be necessary, the applicant seeking to reserve the use of the facility shall be required, as a condition of such reservation, to contact respective departments directly for scheduling of detail, and consume all associated costs.

## VII. Caterer/Bartenders/Kitchen Use

All catering contracts are handled between the renter and the caterer. Caterers not licensed by the Board of Health in the Town of Medway must contact the Board of Health and provide proof of a Caterer's Food Establishment License. All first-time caterers must complete a walk through with the RM prior to the event.

All caterers must follow the Caterer's Checklist, which the RM will provide or can be downloaded from <a href="https://www.ThayerHomestead.com">www.ThayerHomestead.com</a>. If using a caterer for food service, the selected caterer alone is responsible for use and cleanup of all linens, glassware, flatware, and china for the event. The caterer is expected to leave the kitchen in an "as found" condition and to place all trash and garbage in the dumpster. Failure to do so will result in additional cleaning fees and/or forfeit of the Security Deposit.

The caterer's kitchen can be used in conjunction with a booked function only. The kitchen cannot be rented by itself.

Renters can provide their own food for an event and use the kitchen for warming and serving, but **not for food preparation**. Renters must return the kitchen to "as found" condition after use and place all trash and garbage in the dumpster. Failure to do so will result in additional cleaning fees and/or forfeit of the Security Deposit.

# VIII. Use of Facility

On the day of the event, the renter has full access to the part of the facility rented, the parking areas, and the grounds around the Thayer Homestead ONLY for the time period of the rental. The barn on the property is NOT available for use. Events may not spill over to Thayer Pond or Choate Park without written permission from the Town of Medway.

#### IX. Decorations

Decorations are permitted in Thayer Hall only. <u>Using nails, staples, pins, confetti, and glitter on or in any area is prohibited.</u> <u>Tape may be used only if it is non-marring and leaves no residue</u>. Any material, cloth, paper, or decorations used in the facility shall be pre-approved and have a flame certificate approved by the Commonwealth of Massachusetts Fire Marshall and the Medway Fire Department.

Any questions or concerns may be directed to the Resident Manager.

#### X. Noise Ordinance

In compliance with Medway's noise ordinance restrictions, all bands, disc jockeys, or music devices at an event **must stop** playing by 10 PM. The event can continue until 11 PM, but noise restrictions will be in place.