

Clarksburg Senior/Community Center

712 West Cross Road, Clarksburg, MA 01247

RENTAL AGREEMENT

This document shall serve as an agreement between the Clarksburg Senior/Community Center, 712 West Cross Road, Clarksburg, MA 01247, hereinafter referred to as "CCSC," and

User's name _____

Residing at _____

Phone: _____ Cell phone: _____

Hereinafter referred to as "User," to use the Facility at 712 West Cross Road, Clarksburg, hereinafter referred to as "Facility," on;

Day/Date _____ Start time _____ End time _____

For (event type) _____ with less than 25 attendees. If 25 or more attendees a surcharge will be applied due to DEP regulations.

SECTION I, Cost and Terms:

Residents/organizations residing within the Town of Clarksburg shall pay a Rental Fee of **\$125** for use of the Facility (a) between the hours of 1pm and 9pm on Monday through Friday for the purpose of organization of club meetings, or (b) between the hours of 8am and 9pm on Saturday and Sunday for the purposes of social events or meetings. A special fee of **\$50** is available for meetings lasting under 2 hours during the week.

All Users shall provide a Key Holder fee of **\$20**.

All Users shall provide a **\$300** Building Security Deposit. Non-Clarksburg residents are not permitted the use of these Facilities.

This agreement is for a maximum of 6 hours of use. If separate set-up time is required (usually the day of the rental unless there is no use scheduled for the previous night) a **\$20** additional fee will be required.

Use time must include both set-up and clean-up time by the User. Total User time is included in their 6-hour maximum User time period. User and all parties involved must vacate the Facility by 9pm.

User must be present for the entire time of Facility rental. The CCSC-appointed Key Holder will open the Facility with the User and run through all necessary requirements and procedures. The Key Holder will close the Facility with the User and verify all requirements have been met pursuant to cleaning and damage.

An accurate count of all persons using the building must be submitted to the Key Holder.

The Rental Fee, Key Holder Fee, and Building Security Deposit are due on or before the signing of this agreement to hold User's date on the CCSC Rental Schedule. The Rental Fee, Key Holder Fee, and Building Security Deposit are refundable in the event the User cancels the rental date.

In the event of a returned check, the User agrees to pay CCSC \$25 for bank charges incurred. In the event of an emergency situation that requires these Facilities for use as determined by the CCSC Commission this agreement may be cancelled. If this occurs the Rental Fee, Key Holder Fee, and Building Security Deposit will be returned.

SECTION II *Building Security Deposit:*

Possible claims against User's Building Security Deposit shall include but are not limited to;

- 1) Damages. The actual cost of replacement or repair of any physical damage of CCSC property either by the User, User's caterer, guests, or other's action directly or indirectly on behalf of the User.
- 2) Overtime. User's failure to vacate CCSC Facilities by the end of the agreed upon time period shall result in an overtime charge of \$50/hour, or any part thereof.
- 3) Failure of the User or the User's caterer to leave the entire Facility in the same condition as found shall result in loss of the \$300 security deposit.
- 4) Additionally, there are Emergency Call Alerts on the premises. If unintentionally used or damaged, associated costs are the responsibility of the User. Including fees charged by Emergency Vehicles.
- 5) The in-house sound system, television, game consoles/boards, organ are for CCSC senior citizens' use only. If damages occur to any in-house equipment, it will be User's responsibility to replace/repair.

User and Key Holder shall inspect the Facility at set-up and before leaving the premises after use and advise CCSC representative of any damage or condition that the User feels might adversely impact User's Security Deposit. User's Security Deposit, less any claims against it, will be returned to the User by mail not more than fourteen days after the use date.

SECTION III. Insurance:

Proof of insurance is necessary for private organizations using the Facilities.

SECTION IV. CCSC Obligations:

Upon User's compliance with the above terms and conditions, CCSC agrees to provide the following:

- 1) Access to Facility at the agreed upon time.
- 2) Use of the Facility on the date specified and for the hours agreed upon.
- 3) Use of tables and chairs.
- 4) Use of refrigerator, stove, oven (for heating food) and microwave in the kitchen.
- 5) Heat or air conditioning regulation as needed.
- 6) Mops, brooms, and sponges for cleaning.

It shall be the responsibility of the User to provide detergents, trash bags, paper towels, dishes, utensils, pots, pans, napkins, tablecloths, coffee makers and any equipment not specifically listed above. This agreement specifically does not include such equipment, materials, and supplies owned by CCSC or Clarksburg Council on Aging. If any of these items are in the kitchen they are not to be used by the User.

SECTION V. User's Obligation:

User acknowledges and agrees to abide by the following rules:

- 1) User will contact CCSC representative at least 7 days prior to use date to arrange for additional access for set-up period, if necessary. The CCSC shall not be deemed responsible for any articles left in the CCSC Facility unattended.
- 2) Fire exits may not be blocked at any time.
- 3) User may not exceed the building's maximum capacity of 24 people without written consent.

- 4) Automobiles may not park on the lawn or walkways.
- 5) No use of smoking/vaping devices, per Massachusetts General Law; Chapter 270, Section 22, as they set off the fire alarm system.
- 6) No alcohol is permitted.
- 7) The use of propane, LP gas, barbecue, or other open flame devices in the CCSC building is strictly prohibited. Sterno heaters for chafing dishes are permitted.
- 8) No cooking is permitted. Reheating or keeping food warm only.
- 9) No third-party representation for renting the CCSC. The User must be a resident or organization residing in the Town of Clarksburg (a town taxpayer). If CCSC determines that a third party tried to represent another party, the User will forfeit their deposit and will not have access to CCSC Facilities. This policy will be strictly enforced.
- 10) User is responsible for bagging and removing their trash. User's trash must not be left at CCSC.
- 11) User is responsible for leaving the Facility clean.
- 12) Furniture must be returned to its original position.
- 13) Decorations may be used on table tops ONLY. No decorations on walls, ceilings, doors, windows, or blinds.
- 14) User is responsible for keeping guests and entertainment from being unreasonably loud, from littering, and from parking or loitering.
- 15) To execute the attached Hold Harmless Agreement (Exhibit "A").

I have read and understand the above terms and conditions and agree to abide by them. I understand that if such terms and conditions are not adhered to, it is the right of the CCSC Commission to deny User future use of the CCSC Facilities.

Signed _____ Date _____

Return one copy of this agreement, Exhibits A and B, Rental Fee, Building Security Deposit, and Key Holder Fee (3 separate checks made payable to Town of Clarksburg) no later than 7 days prior to rental date. Retain one copy of this agreement for your reference.

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(For Internal Use)

Received \$125 Rental payment (check # _____/cash)

Received \$300 Building Security Deposit (check # _____/cash)

Received \$20 Key Holder payment (check # _____/cash)

Received \$50 2-hour rental payment (check # _____/cash)

Received overtime payment in the amount of _____ by check # _____/cash)

Received damages payment in the amount of _____ by check # _____/cash)

Signed _____ Date _____

Exhibit "A"

Clarksburg Community/Senior Center (CCSC) – Hold Harmless Agreement

I wish to use the Facility owned and/or maintained by the Town of Clarksburg and the Clarksburg Council on Aging. I understand that I will be charged a fee for use, and that, in additional consideration for allowing me to use the Facility, CCSC expects that I will be legally responsible for all that may occur relative to my activities, and that I will further hold the CCSC harmless for all claims of any type that might result from my activities. Specifically, I understand:

1. The CCSC does not supervise my activities or the Facilities in any fashion including the service of alcohol. I certify that all activities will be in full compliance with any local, state, or federal laws or regulations.
2. I cannot rely upon the CCSC for assurances, expressed or implied, that my activities will not cause harm to me or others. By allowing me to utilize the Facility, the CCSC is also making no assurances whatsoever that no harm will come to me, my invitees, or my guests either by my activities, or by the Facility itself. I am fully responsible to ensure that the Facility is adequate to engage in my activities safely, and in the event that I deem that they are not, I will refrain from any activities. This will be my responsibility solely.
3. I understand the activity that I will engage in and the risks associated with the activity. The CCSC provides me with no information in this regard, and that in the case that I am not able to hold the activity safely I will refrain from any activities. This will be my responsibility solely.
4. Not only do I agree to be legally responsible and defend, indemnify, and hold harmless the Town of Clarksburg, the Clarksburg Council on Aging, CCSC, or any of their agents or employees for any claims, including those resulting from alleged acts of negligence on any of their part.
5. It is my knowing intention to provide the CCSC, and any of their agents, employees or members the broadest protections against lawsuits that are available.
6. By my signature I certify that I have read the above information, agree to it, and have had an opportunity to ask any questions. If I am signing on behalf of an organization, I certify that I am authorized to agree to the terms and conditions of this agreement on behalf of the organization, and the organization's members.

Signed: _____

Organization (if applicable): _____ Date: _____

Exhibit "B"

Clarksburg Community/Senior Center

- Received signed Rental Agreement, signed Hold Harmless Agreement, Rental Fee, and Security Deposit.
- Received a current copy of the Applicant's/User's Homeowner, or Organization's, Liability Insurance Policy (if applicable).
- Explained condition Facility is expected to be in upon conclusion.
- Explained CCSC's smoking policy.
- Explained CCSC's alcohol policy.
- Explained CCSC's policy regarding noise disturbance, loitering, parking, and littering.
- Explained CCSC's trash removal policy.
- Advised Clarksburg Police Department of rental activity.

The above information has been explained to me and I have had the opportunity to ask any questions that I may have.

Signed: _____ Date: _____

CCSC Representative: _____