

**SHERBORN COMMUNITY CENTER FOUNDATION, INC.
PRIVATE CUSTOMER RENTAL AGREEMENT FOR 1858 TOWN HOUSE**

TERMS AND CONDITIONS

Sherborn Community Center Foundation, Inc. hereby leases the 1858 Townhouse to the Applicant in accordance with this **RENTAL AGREEMENT** and the **TERMS AND CONDITIONS**, attached hereto and made a part hereof.

APPLICANT

(Signature)

SHERBORN COMMUNITY CENTER FOUNDATION, INC.

By: _____

Date: _____

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CONTRACTING

All leases of the 1858 Town House (the “Townhouse”) are subject to the approval of the Board of Directors of the Sherborn Community Center Foundation, Inc. (the “Foundation”) or its designee. The Foundation does not honor a “hold” system when contracting events, and an event is not considered booked, nor date confirmed, until a signed Rental Agreement and the Scheduling Deposit have been received.

PAYMENT TERMS

The Applicant agrees to submit all fees and deposits for the Function as listed under the **RENTAL RATES** schedule and described in the **RENTAL AGREEMENT** (The “Function”), including the Scheduling and Security Deposits, by their due dates as set forth in the **RENTAL AGREEMENT**. The Foundation reserves the right to cancel the Function if all fees are not received as provided herein.

CANCELLATION TERMS

In the event of a cancellation, notice must be received in writing. Scheduling Deposits are non-refundable unless the Foundation is able to re-book the space reserved with an event of equal value or greater value during the specific event time that was cancelled. Should the Foundation re-book the space at the same rate as currently scheduled, the Scheduling Deposit will be refunded ten (10) business days after the Function.

SECURITY DEPOSIT

The Security Deposit will be returned within fourteen (14) business days after the Function provided the following:

There is no damage to the Townhouse or the surrounding property.

There are no outstanding charges owed for missing or damaged Townhouse property or for excessive cleaning of the property.

INSURANCE REQUIREMENTS

All vendors operating on the Townhouse’s premises, including vendors making deliveries into the Townhouse, must have the following insurance coverage: commercial general liability (minimum coverage of \$1,000,000 to cover Function liability); automobile liability, and workmen's compensation. The Foundation must receive a Certificate of Insurance which names the Foundation, the Town of Sherborn, and the Unitarian Universalist Area Church at First Parish, Sherborn as additional named insured parties. The Foundation must receive the Certificates of Insurance within 14 days prior to the Function.

INDEMNIFICATION

Applicant agrees to indemnify, defend, and hold the Foundation, the Town of Sherborn, the Unitarian Universalist Area Church at First Parish, Sherborn, their agents, employees, officers, directors, and assigns, harmless from and against any claims made and/or arising in any manner from the use of the Premises or connected with any function which occurs in the Premises, to the fullest extent permitted by law, including all costs and attorneys fees incurred in the defense of any such action or claim. The Applicant acknowledges that Applicant’s obligations hereunder shall not be limited to the amount of any Security Deposit paid to Foundation pursuant to the “Security Deposit” section of this Agreement. Applicant with respect to, and shall pay, protect, indemnify and save harmless, to the extent permitted by all applicable laws, including but not

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limited to those laws pertaining to liquor and catering licenses, from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (a) any injury to or death of any person, or damage to or loss of property, in, on or about the Townhouse property, or connected with the use, condition or occupancy of any thereof, (b) any breach or violation by Applicant of any of the terms, conditions or provisions of this Rental Agreement. , (c) any act, omission, fault, misconduct, negligence or violation of applicable laws by the Applicant or any parties acting for or on behalf of the Applicant including but not limited to caterers and providers of bar services, (d), and any hazardous substances brought, generated, stored, used, installed, disposed of, spilled, released, emitted or discharged on, in or from the Townhouse, or allowed, permitted or suffered to be brought, generated, stored, used, installed, disposed of, spilled, released, emitted or discharged thereon, therein or there from, by the Applicant or any parties acting for or on behalf of the Applicant.

OPERATING REQUIREMENTS FOR THE CATERER-BAR SERVICES

The Commonwealth of Massachusetts must license any caterer, including bar services (the "Caterer"), rendering services at a Function. A copy of the operating license must be provided no later than fourteen (14) days prior to the Function. Wait staff can only be supplied by the Caterer. The Caterer is required to provide all necessary personnel as needed for the Function and all staff working the Function should have proper identification.

LIQUOR LICENSE REQUIREMENTS

If any alcoholic beverage is to be served at the Function, then the Applicant shall be responsible for obtaining a 1-day Alcohol Pouring License required by the Town of Sherborn unless the Caterer responsible for serving alcohol has a Commonwealth of Massachusetts Section 12-C Catering License. A Caterer holding a 12-C license must inform the Foundation at least thirty (30) days prior to the Function that it will be providing alcohol service.

The Caterer must provide written evidence of insurance coverage in the minimum amount of \$1,000,000 in liquor liability insurance and name the Foundation, the Town of Sherborn, and the Unitarian Universalist Area Church at First Parish, Sherborn as additional named insured parties. The Foundation must receive the 1-Day Alcohol Pouring License Application and the required Certificates of Insurance at least fourteen (14) days prior to the Function. Your request must be approved officially by the Board of Selectmen, so you must allow enough time for your request to be on their agenda.

Failure to secure a license will result in no alcohol being served.

The following restrictions must be adhered to:

- All alcohol (including champagne toasts and alcohol-spiked punches) must be served by a hired, TIPS nationally certified bartender.
- No Kegs are allowed.
- Bar service must close one (1) hour before the Function ends.
- The Applicant is prohibited from bringing alcohol to or from the Function. All alcohol must be acquired from and returned to the liquor wholesaler as required by Commonwealth of Massachusetts state law.
- The Caterer is responsible for following all of the Commonwealth of Massachusetts state alcohol serving laws.

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DAMAGE TO EQUIPMENT AND/OR FACILITY

The Caterer/ Outside Event Planner/ Applicant is liable for any damage to the equipment and facilities provided under this Rental Agreement, when damage occurs in conjunction with said event, except if the Foundation or its agents and employees cause such damage. The Foundation shall notify the Caterer/ Outside Event Planner/ Applicant in writing of all damages/cleaning considerations attributable to the Function, and shall upon request, document the costs of repair/cleaning. Costs for repair, replacement and/or cleaning will be provided by the Applicant first out of the Security Deposit and if costs of such repair, replacement or cleaning exceed the amount of the Security Deposit, upon receipt of the Foundation's invoice for the same.

HOST

The Host or Hostess is a person trained in the use of the Townhouse by the Foundation. The Host must be on the premises at all times including set-up prior to, during, and after (clean-up) the Function. The Host is responsible for admitting the Applicant to the building, securing the Townhouse upon completion of the Function unless it is being used by another renting party, and for completing all the shutdown procedures.

EVENT SPACE RENTED

The Caterer/ Outside Event Planner/Other Vendors/Applicant is only permitted to access or occupy the specific rooms as agreed in the **RENTAL AGREEMENT** and the common areas which include the Pantry, the hallways, and the bathrooms. Access to any other room is only allowed by permission of the Host.

WARMING KITCHEN (PANTRY) ONLY AVAILABLE

The Sherborn Board of Health limits use of the oven to warming food only. Dishwashing and food straining in the sink are prohibited.

CURFEW REQUIRED

The Applicant is responsible for setting up and cleaning up promptly. The Townhouse must be vacated by 11:30 p.m. on Monday through Thursday, 12 a.m. on Friday and Saturday and 11 p.m. on Sunday (the "Curfew"). Please control your guests, as our Townhouse is located in a residential area.

POLICE COVERAGE

May be required for a Function pursuant to Town regulations. The coordination and cost of police details, if required, shall be the responsibility of the Applicant.

GAMBLING IS NOT ALLOWED

The Foundation does not allow any variety of gambling, gaming, bingo, casinos or wagering of any kind as an element of a Function unless an Applicant is a non-profit organization that has been operating in the Commonwealth of Massachusetts for at least two years and meets the Commonwealth's definition of a qualified non-profit organization, and therefore wants to hold a raffle, casino or Las Vegas night, or poker tournament for charity purposes and receives a permit from the Town.

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NO SMOKING

The Townhouse is a smoke-free building. All guests shall use the black smoker's receptacle located outside. No smoking is allowed on the Fire Escape. It is the responsibility of the Caterer/ Outside Event Planner/Applicant to inform all attendees of the No Smoking policy.

REMOVAL OF CATERER-APPLICANT PROPERTY

The Caterer/ Outside Event Planner /Applicant shall not leave equipment, linen or cleaning in the Townhouse after the Function. The Foundation is not responsible or liable for any loss, damage or disposal of, but not limited to, any above mentioned items.

REMOVAL OF TRASH

The Caterer/ Outside Event Planner /Applicant must remove all trash and garbage from the Townhouse no later then the time of the Curfew on the day of the Function. A trash removal fee will be assessed for any trash left inside or outside the Townhouse.

EQUIPMENT DELIVERY/PICK-UP

Receiving and checking in rental equipment is the responsibility of the Applicant. Large items for the Great Hall use must be brought in and removed via the fire escape. The Foundation's Host must be present during this time.

ELEVATOR

Only a Foundation approved Host may operate the elevator. The Caterer/ Outside Event Planner /Applicant or guests or their designees are not allowed to operate the elevator.

RESTRICTION ON FLAMMABLE COOKING

The use of propane, butane, or any type of gas canisters is not permitted in any part of the Townhouse.

ENTERTAINMENT, MUSIC

The Caterer/ Outside Event Planner/ Applicant is responsible for ensuring that the band or disc jockey is aware of the end time and the limited electrical power available in the space used for the Function. The band or disc jockey must provide all necessary equipment such as extension cords and cables, and all extension cords and cables must be taped down with non-residue tape to the satisfaction of the Foundation's Event Coordinator. The use of Duct tape is not permitted.

MUSIC VOLUME MUST BE REDUCED TO BACKGROUND SOUND LEVEL OR MUST END BY 11 PM. We are in a residential area and want to be considerate of our neighbors.

DECORATIONS IN TOWNHOUSE

No birdseed, rice, confetti, candles, or open flame lighting is allowed in the Townhouse. No decorations or signs may be taped, tacked or nailed to any surface in the Townhouse without the Host's permission. No Duct tape is allowed. The Foundation must approve all decorations.

UTILITIES

During the Function, the Foundation shall supply the Townhouse with a reasonable amount of ventilation and/or heating or air-conditioning when required by the season for the use of the premises, and during the hours in which the premises are being used for the Function, and its usual light and water, as now installed. The Foundation cannot be held responsible for a comfortable building temperature when windows and/or doors are left open.

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PARKING

Do not park on the grass, block driveway or trespass on areas not authorized by the Foundation's Event Coordinator. Except for loading or unloading, there is no parking directly in front of the Townhouse. The Foundation's Event Coordinator will provide information on all authorized parking spaces.

CHILDREN

All children must be under the supervision of an adult at all times, whether they are inside or outside the Townhouse.

COMMUNICATION

The Applicant agrees not to communicate directly with the Town of Sherborn Police or any other Town official and the Unitarian Universalist Area Church regarding the Function other than applying for the 1-Day Alcohol Pouring license and hiring a police detail if applicable.

HOURS

The Town of Sherborn limits the use of the Townhouse to the following hours:

Monday - Friday	7:00 AM – 11:30 PM
Saturday	7:00 AM – 12:00 AM
Sunday	1:00 PM – 11:00 PM