

COHASSET SAILING CLUB FOUNDERS' HALL RENTAL AGREEMENT

This Rental Agreement (this "Agreement") is made and effective day of _____, 20____ (the "Effective Date") by and between Cohasset Sailing Club, Inc., a Massachusetts corporation, with an address at 19 Lighthouse Lane ("CSC") and _____ with an address at _____ (the "User")

RECITALS

WHEREAS, User desires to rent Cohasset Sailing Club Founders' Hall located at 19 Lighthouse Lane, Government Island, Cohasset, Massachusetts 02025 ("Founders' Hall") from CSC on the terms and conditions set forth herein and CSC is willing to rent Founders' Hall to User on such terms and conditions.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. BASIC DATA:

a. User

Name: _____

Address: _____

Cohasset Sailing Club Member Yes _____ No _____

Contact Person: _____

Contact Phone: _____

Contact Email: _____

b. Event

Date: _____ ("Event Date")

Time: _____ ("Event Time") (6 Hours: 4-hour function; 2-hour total set-up and cleanup)

Start Time: _____ End Time: _____ (Rental Premises must be vacated by 11:00 PM)

Type of Event: _____

(PLEASE NOTE: LOBSTER AND CLAMBAKES and HIGH SCHOOL GRADUATION PARTIES ARE NOT ALLOWED)

No. Guests: _____ (Maximum of 50 for a sit-down function; 75 for a cocktail-type event or a meeting)

Caterer's Name: _____ Phone: _____

Caterer's Insurance Co./Agent: _____ Phone: _____

Will alcohol be served? Yes _____ No _____

Bar Service: _____ Phone: _____

Bar Service Insurance Co./Agent: _____ Phone: _____

Florist: _____ Phone: _____

Music: _____ Phone: _____

Other: _____ Phone: _____

2. **INSURANCE REQUIREMENTS**

a. If alcohol is to be served at the Event, the following insurance requirements must be met:

- **IF you will be using a caterer at the event and will be serving alcohol, the USER IS REQUIRED to employ a caterer and/or TIPS-certified bartender, approved by the Cohasset Sailing Club, having a liability insurance policy satisfactory to the Cohasset Sailing Club of at least \$1 million, on which the "Cohasset Sailing Club, Inc." is named as an additional insured with a waiver of subrogation.**

The caterer/TIPS-certified bartender's certificate of insurance must be filed with CSC at least 15 days before the Event Date; otherwise the booking will be cancelled.

- **IF you are not using a caterer at your event and will be serving alcohol, the USER IS REQUIRED to employ a TIPS-certified bartender, approved by the Cohasset Sailing Club, having a liability insurance policy satisfactory to the Cohasset Sailing Club of at least \$1 million, on which the "Cohasset Sailing Club, Inc." is named as an additional insured with a waiver of subrogation.**

The TIPS-certified bartender's certificate of insurance must be filed with CSC at least 15 days before the Event Date; otherwise the booking will be cancelled.

- b. If you are **not** serving alcohol at your event, the following insurance

requirements must be met:

- **IF you are not serving alcohol at your event and are not using a caterer with a liability insurance policy approved by the Cohasset Sailing Club, or are not using a caterer, the USER IS REQUIRED to have a Homeowner's Policy covering general liability.**

Proof of a Homeowner's Policy covering general liability must be filed with CSC at least 15 days before the Event; otherwise, the booking will be cancelled.

- **IF you are not serving alcohol at your event and are not using a caterer with a liability insurance policy approved by the Cohasset Sailing Club, or are not using a caterer, AND do not have a Homeowner's Insurance Policy, the USER IS REQUIRED to obtain a one-day Event Policy covering general liability.**

Proof of a one-day Event Policy must be filed with CSC at least 15 days before the Event; otherwise, the booking will be cancelled.

FOR OFFICE USE ONLY:

User Request Received: ___/___/___

Proof of Insurance Received / / ___

3. **USER FEE, SECURITY DEPOSIT, AND PAYMENT TERMS:**

a. USER FEE

Use of Founders' Hall for a 4-hour function on a specific date entails a User fee ("User Fee") in the following amounts:

November 1st to April 30st:

- Cohasset Sailing Club Member: \$300*
- Cohasset Resident (Non-Member): \$800
- Non-Resident: \$1,200

May, September and October:

- Cohasset Sailing Club Member: \$500*
- Cohasset Resident (Non-Member): \$1200
- Non-Resident: \$1,700

*Members may not assign their membership privileges to a non-member User and/or non-resident User

b. SECURITY DEPOSIT

A refundable security deposit of \$200 (the "Security Deposit") must be paid within 15 days of the date hereof.

c. PAYMENT TERMS

The first one- half of the User Fee, which shall be deemed a non-refundable booking fee (the "Booking Deposit"), must be paid within 15 days of the date hereof. The remaining one-half of the User Fee must be paid no later than 60 days in advance of the Event Date.

If payments are not received by CSC by the applicable date(s), CSC may, without prior notice to the User, terminate this Agreement and allow the use of Founders' Hall by another user at the date and time specified above.

In the event of a cancellation of this Agreement by User within 60 days of the Event Date or other nonperformance hereunder by User, the Booking Deposit shall be non-refundable and retained by CSC as liquidated damages.

Please submit the Security Deposit and User Fee in separate checks, payable to Cohasset Sailing Club, Inc. and mail to PO Box 111, Cohasset, MA 02025.

FOR OFFICE USE ONLY:

User Request Received: ___/___/___
Security Deposit Received (\$200) ___/___/___
Booking Fee Received: ___/___/___
Remaining Half of User Fee Received: ___/___/___
Extra Time Fee Received: (\$50/hour): ___/___/___
Security Deposit Refunded: ___/___/___

4. **USER REGULATIONS; TERMS OF USE:**

User acknowledges and agrees to comply with all CSC policies, guidelines and regulations, including the following:

- a. Premises Rented: User's use of Founders' Hall shall be limited to the inside of the hall, the first-floor decks and stairs, the parking lot, and the grassy area on the harbor side immediately in front of the building (the "Rental Premises").
 - i. The outside upstairs balcony of Founders' Hall, the brick gas shed and the docks are specifically not included in this Agreement or in the Rental Premises and MAY NOT BE USED.
 - ii. The sail shed may be used as a caterer's staging area only.
 - iii. Use of the Minot Light replica and the Lightkeepers' Memorial property is not included in the Rental Premises and requires separate permission from the Town of Cohasset.

- b. Capacity: **Maximum occupancy in Founders' Hall may never exceed 99 persons at one time per order of the Cohasset Fire Department.** For the rental of Founders' Hall for sit-down functions with table and chairs, the maximum capacity is 50 people.
- c. For cocktail type functions Alcohol:
- A) Alcohol may not be served for longer than a four (4) hour period or after 10:30 PM.
 - B) Alcohol may not be sold for cash or "drink tickets" or by any other method.
 - C) If alcohol is served at a function, User is required to employ a caterer or TIPS-certified bartender having a liability insurance policy satisfactory to CSC as set forth in the Insurance Requirements in paragraph 1 of the Agreement. (A list of approved caterers and bartenders currently maintaining such a policy is available from CSC).
 - D) All alcohol must arrive and be removed on the day of the function and must not be left unattended.
 - E) If "independent contractors" are used by the catering bar service to serve alcohol, the caterer must notify CSC and the certificate or other documentation signed by the insurance company's agent must state that the liability coverage applies to "independent contractors" as well as to employees.
 - F) Alcohol may not be served to or consumed by persons under age 21.
 - G) Alcohol consumption is restricted to the premises.
 - H) CSC is authorized to close the bar down if, in CSC's sole discretion, due to alcohol consumption, there exists a threat to person or property.
 - I) Violators are subject to immediate eviction, followed by forfeiture of deposit and legal action. **STRICT ADHERENCE PROTECTS ALL PARTIES.**

- d. Any material, equipment or object which may endanger the life of, or cause bodily injury to, any person, or constitutes a hazard to the Rental Premises or CSC is prohibited from the Rental Premises.
- e. Police Details: CSC reserves the right to require a police detail during the Event at User's sole cost at CSC's sole discretion. We require that a paid police detail be retained to patrol the grounds and parking areas during underage celebrations. Use of a police detail does not exempt User from the parking rules in paragraph 4.f.
- f. Parking: Parking is limited. Shuttle services may be required. Town residents are required to have a current town facilities sticker to park at CSC. Vehicles may be parked only in marked spaces at CSC or they will be ticketed/towed. Out of town guest parking will require special consideration.
- g. Services. CSC will provide heat, electrical power, water and normal pre- and post-event cleaning of Founder's Hall.
- h. Compliance: User and User's guests must comply with this Agreement and all applicable state and town by-laws and regulations and with posted rules and regulations concerning use of the Rental Premises.
 - i. User understands and agrees that if User fails to adhere to the terms of this Agreement and all applicable state and town by-laws and regulations and with rules and regulations concerning use of the Rental Premises, CSC may, at its discretion, terminate this Agreement and require User and its guests to vacate the Rental Premises (during the Event if necessary) and forfeit the User Fee and Security Deposit.
- i. Music: Music may be played only at low amplification (i.e., not annoying to the nearby residents). Music is not allowed after 10:30 p.m.
- j. Party Decorations and Materials:
 - i. Helium balloons, confetti, rice, rose petals, or similar materials MAY NOT BE USED in Founders' Hall.
 - ii. Candles and any other open flame ARE PROHIBITED inside Founders' Hall, the sail shed and on the decks. Battery-operated flameless candles are permissible.
 - iii. No tacks, nails or tape may be used on the interior or exterior of Founders' Hall.
- k. Rental Furniture: Rental furniture must have felted feet to protect CSC's wood floor.

- l. Tents: Tents are not permitted with the exception of a small tent for use as a caterer's staging area.
- m. Set Up and Clean Up Times: All set up and clean up times, including deliveries, must be scheduled in advance (and around other functions, and generally on the Event Date). User and User's caterers, bartenders, and florists may, without charge, have a total of two (2) hours, in addition to the time allotted for User's function, to set up prior to the function or to clean up at end of the function. User may be charged \$50.00 per hour for additional set up and clean up time (which may be withheld from the Security Deposit), payment for which is due at the time the additional time is scheduled.
- n. Vacation of Premises:
 - i. Condition of Rental Premises. User must return the Rental Premises to their state prior to use by User and User's guests. This includes removing all interior and exterior decorations and trash from the Rental Premises. No food or other articles shall be left behind by User. If User fails to comply with its obligations under this paragraph, CSC may withhold all or part of the Security Deposit.
 - ii. Founders' Hall must be vacated and locked up by 11:00 p.m. and the key must be returned within twenty-four (24) hours of the Event. Failure to return the key in the timeframe specified will result in forfeiture of the Security Deposit.
- o. Smoking: Smoking is strictly prohibited on the Rental Premises including the deck surrounding Founders' Hall.
- p. Smoke Alarms: Activation of smoke alarms or use of fire extinguisher must be reported to CSC immediately. A notice of whom to call or contact should any emergency arise is posted in the utility closet at Founders' Hall.

5. **USE OF THE RENTAL PREMISES:**

- a. CSC may, in its sole discretion, or on the advice of local code enforcement authorities, disallow any activity or Event from occurring on the Rental Premises if such activity or Event jeopardizes the health, welfare or safety of person or property.
- b. User acknowledges that under the terms of CSC's lease with the Town of Cohasset, User has the right to use that portion of the Rental Premises that does not include Founder's Hall in common with others entitled thereto.

c. User further acknowledges that CSC has no maintenance or other responsibilities for, or control over, the adjacent Minot Light Replica or Lightkeepers' Memorial property, including use of those premises at the time of the Event.

6. **DAMAGE TO THE RENTAL PREMISES AND SECURITY DEPOSIT:**

User is responsible for all damage to the Rental Premises and other property (including vehicles) caused by User or User's guests, agents, employees and artists or arising out of the Event. The Security Deposit shall be applied to the cost of repairing any damage or cleanup for which User is responsible. To the extent not required to be so applied, CSC shall refund the Security Deposit to User within thirty (30) days after the Event or as soon thereafter as CSC can determine the cost of repairing any damage or any cleanup for which User is responsible hereunder.

7. **RELEASE AND INDEMNIFICATION:**

a. Neither CSC, nor its officers, directors, agents or members, or the Town of Cohasset, shall be liable to User or User's guests, agents, employees artists, and the like, for any death, injury, damage or other loss suffered by any of them relating to this Agreement or the transactions contemplated hereby, or arising out of the Event, including without limitation in connection with or as a result of User's or User's guests agents, employees or artists; use of Founders' Hall, the Rental Premises or the surrounding areas, except that CSC shall be liable for its own gross negligence or willful misconduct. The provisions of this subsection shall survive the termination of this Agreement with respect to any damage injury or loss occurring prior to the termination of this Agreement.

b. User hereby agrees to indemnify and hold harmless CSC, its officers, directors, agents and members, and the Town of Cohasset ("Indemnitees") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses, and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceedings, whether or not such Indemnitee shall be designated a party thereto) that may be imposed on, incurred by, or asserted against any such Indemnitee in any manner relating to or arising out of this Agreement or the transactions contemplated hereby, including without limitation in connection with or as a result of User or User's guests, agents, employees, or artists, use of the Rental Premises, including Founders' Hall, or the surrounding areas, and any breach of this Agreement, except that User shall have no obligation to any Indemnitee hereunder with respect to any liability arising from the gross negligence or willful misconduct of that Indemnitee. The provisions of this subsection shall

survive the termination of this Agreement with respect to any damage injury or loss occurring prior to the termination of this Agreement.

c. User agrees to forever RELEASE CSC, its officers, agents, employees, volunteers, booking agent and any and all organizations assisting or participating in voluntary uses of the Rental Premises, including Founders' Hall from any and all claims, actions and causes of action that arise from or relate to User's use of the Rental Premises.

d. User further affirms that User has read this Paragraph 6, and that User understands its contents. User understands that participation in the Event by User's guests is voluntary and that User's guests and User are free to choose not to participate in said programs. By signing this Agreement, User affirms that User has decided to allow User's guests to participate in the use of the Rental Premises with full knowledge that the Indemnitees will not be liable to anyone for personal injuries or property damage.

e. Permission is granted for any emergency medical treatment needed.

f. User acknowledges that CSC and the other Indemnitees are relying on User's obligations hereunder and that CSC would be unwilling to enter into this Agreement in the absence of the release and indemnities contained herein.

8. **MISCELLANEOUS:**

a. CSC reserves the right to amend its policies, guidelines and regulations at any time.

b. User may not sublet or assign its rights under this Agreement.

c. If User fails to fulfill in a timely and proper manner any of User's obligations hereunder, CSC has the right to terminate this Agreement by written notice to User.

d. In the event the Rental Premises or any part thereof shall be destroyed or substantially damaged by fire or other casualty, or in the event circumstances render the fulfillment of this Agreement impractical or impossible, User shall be obligated to pay for such services which shall have occurred prior to such casualty or circumstances. User hereby waives any claim for damages or compensation resulting from such casualty, or other circumstances causing curtailment of this Agreement.

e. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement.

f. No changes or amendments to this Agreement shall be effective unless agreed to in writing by the parties.

g. This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts.

h. This Agreement shall be effective upon execution by both parties and delivery of the deposits required hereunder.

In witness whereof, the undersigned have executed this Agreement under seal
this _____ day of _____, 20_____.

Cohasset Sailing Club, Inc.

By: _____

Name:

Title:

Duly Authorized:

User: _____

By: _____

Name:

Title:

Duly Authorized: