

Hastings House 19 Oak Street Beverly Farms

Please mail correspondence to PO Box 5063 Beverly, MA 01915

Managed by the FPCA 501(c)3 Non-profit Board of Directors HastingsHouse.org

RENTAL CONTRACT FARMS-PRIDES COMMUNITY ASSOCIATION, INC. ("FPCA") d/b/a The Hastings House

(Please COMPLETE all fields below, sign and mail to FPCA, PO Box 5063, Beverly MA 01915) Renter: Name of Contact Person: Mailing Address: **Email Address: Contact Telephone:** ___ adult ___ children Type of Event: ____ sports ____ social gathering ___ meeting ____ Will liquor be served? ____ yes ___ no Will food be served? ___ no ___ yes Number attending: ___ Hall/gym ___ Black & White Room ___ Kitchen ___ Yard (outdoors) Room(s) Reserved: Date(s) and time(s) Reserved, including setup and cleanup: Advance payments: __ (pricing on www.HastingsHouse tab) Facility Rent: (Fewer than 50 people \$100; 50 or more \$200) Security Deposit: Total IMPORTANT: 1. Contract and Security Deposit must be received before your date can be tentatively 2. FPCA will only lock in the dates and rooms listed when the completed and signed Contract and Event Renters form, Security Deposit and Rent checks are received. 3. If your event will include alcohol, see Item 4 in Additional Terms & Conditions below. For those events, FPCA may release your date if the required forms are not returned at least 30 days before the event. FPCA Initials Renter's Initials

ADDITIONAL TERMS & CONDITIONS

- 1. <u>Guarantee.</u> By signing this contract, you are agreeing to pay the rental fees and provide the security deposit listed, as well as to abide by all terms and conditions contained in this document, including the "Event Renters Responsibilities for Use and Maintenance of Hastings House ("FPCA") facilities" form (see Item 11).
- 2. Events Extending Beyond Reserved Time. If your event extends beyond the hours listed in this contract, you will pay FPCA an additional fee, as listed in the published rate schedule. FPCA shall retain other rights and remedies it may have if you occupy the space beyond the agreed time.
- **3.** Cancellations. A reservation may only be cancelled in writing, accepted by an authorized representative of FPCA. Refunds will be prorated as follows:

i. 60 days or more before event:
 ii. 30 days before event:
 iii. 14 days before event:
 iii. 100% refund of total funds deposited
 iii. 50% refund of total funds deposited
 iii. 25% refund of total funds deposited

iv. less than 14 days: no refund

4. Alcohol Policy (Beer, Wine and Drinks).

- i. <u>Serving alcohol</u>. If you plan to <u>serve</u> alcoholic beverages (free or paid), you must get and provide to FPCA a <u>Certificate of Liquor Liability</u> for no less than \$1,000,000 coverage, naming the Farms-Prides Community Association, Inc. as an additional insured.
 - a. This coverage can be obtained through a Homeowners' Insurance Agent, online at https://www.rvnuccio.com/ or through other insurance brokers.
- ii. <u>Selling alcohol</u>. In addition, if you plan to <u>sell</u> alcoholic beverages at your event, you must also obtain a <u>Liquor license</u> from the City of Beverly. *Please be aware the Licensing Board meets only once a month, and plan accordingly.*
 - a. The Licensing Board meets on the 1st Thursday of the month. Applications for the One Day License are available from Martha Lewis in the Mayor's office on the 3rd floor of City Hall. The license is good for a 4-hour period which you'll need to specify on the application; the license cost is \$75 for beer and wine or \$100 for "all alcohol".
- ii. <u>Documentation</u>: We will need a copy of both the license and the insurance policy, in addition to the checks for the rent and security deposit, preferably at least a month in advance of the event.
- **5.** <u>Multiple Events at One Time</u>. If you have reserved only a portion of Hastings House's facilities, other events may be scheduled in another part of the House at the same time. To ensure a successful experience for all, you are expected to:
 - i. Courtesy. Be courteous to others using the House at the same time.
- ii. <u>Restrooms</u>. Recognize that there is a single set of restrooms used by all renters. No horseplay can be tolerated.
- iii. <u>Termination of Rental. If at any time FPCA Management believes a renter or group is not being courteous, it reserves the right to immediately terminate the rental without refund of fees.</u>

6.	<u>Chi</u>	<u>ldren's' Eve</u>	<u>Ints</u> . Children must be supervised by adults at all times.	
	i.	Definition.	For the purpose of this contract, a child is a person under the age of 18	8.

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- ii. <u>Child: Adult Ratio</u>. At least one (1) supervising adult must be present for each ten (10) children.
- iii. Supervision in Each Room. If more than one room is being used for a children's event, at least one (1) supervising adult must be present in each room.
- iv. <u>Gym Equipment</u>. The FPCA does not provide any gym equipment for the use of its clients. Any equipment you or your group use may not be left on site, nor left on the premises unsupervised. "Bounce Houses" and the like represent a special risk and are not permitted in the Hastings House or on FPCA property without specific written agreement with the FPCA.
- 7. <u>Setup. Tables, chairs, and stage risers are available for you to set up. Hastings House</u> can provide some general guidance on setups that have worked for others but cannot assist you with setup.

8. Decorations.

- i. <u>Acceptable decorations</u> include tabletop décor and secured balloons. If helium balloons are used, the helium tank and equipment must be removed by the renter at conclusion of the event. It may not be disposed of in Hastings House trash receptacles.
- ii. Not permitted:
 - 1. Open flames, including candles; smoke or fog generators
 - 2. <u>Items fastened to the walls</u>, particularly tape, pushpins, staples, nails and the like.
 - 3. Glitter; spray string; paint balls; activities involving water
- 9. <u>No Smoking. Hastings House is a No Smoking facility.</u>
- **10.** <u>Cleanliness and Clean-up.</u> At the conclusion of the event, not the following day, you are responsible for leaving Hastings House in the same good condition you found it.
- 11. Renter's responsibilities. Renter acknowledges receiving a copy of "Event Renters Responsibilities for Use and Maintenance of Hastings House ("FPCA") facilities" and accepts the conditions set forth therein, which are a part of this contract. Broadly,
 - i. <u>No damage</u>. While using Hastings House, you must take good care of the premises and maintain its personal property, equipment, and furnishings in good condition and repair, including assuring no defacement of the bathrooms or any other room.
 - ii. <u>Failure to comply</u>. If you do not comply with these conditions, your security deposit will be forfeit. In the case of more significant damage, you may be asked to make good any loss to Hastings House.

12. <u>Applicable Laws, Ordinances, & Regulations.</u>

- i. <u>Compliance</u>. You are responsible for complying with all applicable laws, ordinances, and regulations of all Federal, State, and City Governments, or any of the Boards or Bureaus thereof pertaining to places of public assembly and the property, health and safety of those admitted to places of public assembly.
- ii. <u>Permits</u>. You are also responsible for obtaining at your own expense any and all licenses or permits as may be required in connection with your use and occupancy of the premises, including insurance, and liquor licenses and/or permission to exhibit copyrighted materials, as applicable.

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- 13. <u>Indemnification</u>. By signing this contract, you agree to fully indemnify and hold harmless FPCA, its representatives, officers and Board of Directors, from all liability or injury, loss or damage to persons or property, including legal fees, occurring on or about the premises which injury, loss or damage is caused by client, its employees, agency, patrons, or third parties attending the event.
- 14. <u>Limitations.</u> Rental under this agreement is personal to the Renter and shall not inure to the successors or Assigns of Renter, and Renter does not and shall not claim at any time any interest or estate of any kind or extent in the premises, by virtue of this license or its occupancy or the use thereunder.

<u>Acceptance</u>: Please sign and return a copy to the FPCA, at the address below. This agreement will constitute a binding contract between the parties. The individuals signing below represent that each is authorized to bind his or her party to this agreement.

FPCA and Renter have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.

<u>Renter</u>	<u>FPCA</u>
Name:	Name:
(Please print)	(Please print)
Signature:	Signature:
Date:	Date:

Please make checks payable and remit to:

Farms-Prides Community Association, Inc. PO Box 5063 Beverly Farms, MA 01915

Thank you for your support of the Hastings House!

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