

TERMS & CONDITIONS OF USE

1. Cancellation/Refund Policy: Rental fee will be refunded if cancellation is received at least 60 days prior to the function date: one half of the rental fee will be refunded for cancellations received between 30 days and 60 days prior to function date. The full rental fee will be forfeited for cancellations within 30 days of the function date.
2. Hall Capacity: Event shall not exceed maximum capacity of 150 persons for a "sit down" event, and 200 for Auditorium style event.
3. Police officer required to be on duty if requested by BCIA.
4. No open flame of any sort (candles, torches, etc.) nor smoke or smoke-like producing machines (e.g., fog machines) to be used in the building.
5. No smoking on the premises.
6. Helium filled balloons may not be used inside the building.
7. Event activity outside the building or setup logistics (deliveries, etc.) may not occur before noon on Sunday unless the setup is completely indoors or permission is granted by the BCIA.
8. All activity must be contained to the BCIA premises. Due to the nature of the event should areas off the BCIA premises be required, including additional parking, then permission must be given by the owner(s) of the non- BCIA premises and BCIA must be notified that such permission has been granted.
9. Evening Events must be shut down by 11:30PM and Premises delivered in accordance with Paragraph 11 below by 12:00AM, free of all occupants. Activity within the building must not be audible outside the building after 10:30pm on Friday or Saturday evening; 9:30pm on Sunday through Thursday evenings.
10. The premises are to be left in the same condition as found; more specifically, as follows:
 - Remove all rubbish. (Dumpster is located behind the building.)
 - RECYCLE all cans, bottles, paper, cardboard, plastics (1-9) in the available bins. A \$25 fee may be incurred if recyclable material is thrown into the regular trash. If in doubt, leave it out.
 - Replace all furnishings, etc. to their original position.
 - Ensure careful handling of all items. Damage must be reported immediately to the BCIA.
 - Stack chairs neatly (no fewer than eight in a stack) behind the stage after the event.
 - Ensure all exterior doors and windows are closed and locked.
 - Check that all lights are turned off.
 - Basically clean. "Basic" includes sweeping the floor, picking up any loose trash and mopping if spills are evident. A \$25/hour surcharge may be deducted from the security deposit if the facility is left in poor cleaning standards.

11. The BCIA may cancel the Agreement without notice if the Renter is in breach of any of the terms of this Agreement, and any monies paid will be forfeited to the BCIA.
12. The Renter agrees that it will indemnify and save harmless the BCIA and its officers, employees, servants, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this License and the use and occupation of the said premises.
13. BCIA may require the Renter to obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the BCIA. The BCIA shall be included as an additional insured. The Renter shall provide the BCIA with evidence of such insurance coverage in the form of any executed copy of a Certificate of Insurance in a form satisfactory to the BCIA.

_Renter initials

ADDITIONAL TERMS

1. Persons/groups renting any facility of the Cove Community Center (CCC) shall not sublet any portion of the space contracted for without the written permission of the BCIA.
2. It shall be the responsibility of the organization or person(s) entering into this agreement to see that all responsible people associated with the function(s) concerned shall be made aware of these terms & conditions, that all persons attending the function(s) concerned shall conduct themselves in an orderly manner, and that the premises be left undamaged and in a clean and tidy condition as aforesaid.
3. For functions at which alcoholic beverages are to be dispensed and/or consumed, the organization of person(s) sponsoring the event shall comply with all state and municipal regulations with respect to the dispensing and consumption of alcohol in or on the CCC premises, and in particular, shall obtain the required license or permit from the authorities concerned and shall display same prominently at the function.
4. For functions at which food is to be prepared and/or consumed, it shall be the responsibility of the Renter to comply with the applicable requirements of the Public Health Statutes. If the kitchen facility is to be used to prepare and/or serve food, the organization or person(s) sponsoring the event shall obtain the approval from the Board of Health, if required.
5. If the CCC facilities are to be used by a juvenile or minor group, this agreement shall be concluded by two responsible adults or a recognized organization having authority over said group, and at a minimum, the two adults or organization shall be responsible for maintaining proper supervision over the group while it is in or on the premises.
6. All requirements of any municipal bylaw or regulation, or any State or Federal law or regulation, shall be obeyed by all persons using the CCC facilities, and such persons shall submit to, and obey all directions and orders of the CCC facility management and staff who may be on duty on the premises.
7. The Renter agrees to pay to CCC the total cost for any damage to the buildings, furnishings, equipment, or grounds resulting, in any manner whatsoever, from the rental and use of facilities, and further agrees to bear the cost of replacing any missing items or equipment.
8. The Renter shall be responsible for the safety of his/her equipment (e.g., musical instruments, etc.)
9. The BCIA reserves the right to terminate this Agreement if the CCC facilities are rendered unavailable through fire, tempest, or other cause beyond the control of the BCIA, and in such event, BCIA will attempt to give the Renter as much notice as possible and work with the Renter to provide a suitable alternate date for rental. If the Renter and the BCIA are unable to secure an alternative date, the Agreement will be terminated and any deposit refunded.

_____ Renter initials