

Cove Community Center Rental Agreement

(07.10.2024)



Beverly Cove Improvement Association (BCIA)

19 East Corning Street

Beverly, MA 0195

978.922.9755

Renter: _____

Mailing Address: _____

Name of Contact Person _____

Daytime Phone: () ____ - ____ Evening: () ____ - ____ Cell: () ____ - ____

Email: _____

Date of Event: _____ # of Guests: _____

Time of Event _____ (see #9 in the **TERMS OF & CONDITIONS OF USE** document)

Type of Event _____

Rental Fees and Parameters:

1. Full rental fee required to reserve a date. All payments must be made by Check or Money order payable to BCIA

Rental Rates:

Member Rate: \$450.00/day for anyone who has been a member for at least 1 year.

Non-Member Rate: \$550.00/day for anyone who is not a member or has not been a member for at least 1 year.

2. **Security deposit of \$500.00** is required when picking up the key.
3. Liquor license must be obtained if liquor is being dispensed or consumed. A copy of the license must be provided to the BCIA representative one week before the event and the license must be prominently displayed on site during the event. (See #3 of **ADDITIONAL TERMS** document)

The BCIA agrees to rent to the Renter the Premises at the rental rates above set forth, and on the **TERMS & CONDITIONS OF USE** and **ADDITIONAL TERMS** documents. The Renter acknowledges that **TERMS AND CONDITIONS OF USE** and **ADDITIONAL TERMS** documents have been provided, read and understood and will abide by all stated conditions outlined therein.

Renter Signature _____

Date _____

BCIA Signature _____

Date _____

TERMS & CONDITIONS OF USE

(07.10.2024)

1. Cancellation/Refund Policy- Rental fee will be refunded if cancellation is received at least 60 days prior to the function date; 50% of the rental fee will be refunded for cancellations received between 30 and 59 days prior to the function date. Any cancellation received within 29 days of the function will forfeit 100% of the rental fee.
2. Hall Capacity: Event shall not exceed maximum capacity of 150 persons for a “sit down” event and 200 people for Auditorium style event.
3. Police officer required to be on duty if requested by BCIA and paid for by the Renter.
4. No open flame of any sort (candles, torches, etc) nor smoke or smoke-like producing machines(e.g. fog machine) to be used in building.
5. No smoking inside the building. Smoking done outside the building must be sure that cigarette butts are disposed of properly.
6. Helium filled balloons may not be used in the building.
7. Event activity outside the building or setup logistics may not occur before noon on Sunday unless the setup is completely indoors or permission is granted by BCIA.
8. All activity must be contained to the BCIA premises. Due to the nature of the event, should areas off of/outside the BCIA premise be required, including additional parking, then permission must be obtained from the owners of the non-BCIA premise and BCIA must be notified in writing that such permission has been granted.
9. Evening events must be shut down by 11:30 PM and premise delivered in accordance with #10 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; 9:30 on Sunday through Thursday evenings.
10. The premises are to be left in the same condition as found, more specifically, as follows:
 - a. Remove all rubbish and throw away trash bags in the dumpster located behind the building.
 - b. Please segregate all cans and bottles into a single trash container so that we may recycle.
 - c. Replace all furnishings to their original position.
 - d. Ensure careful handling of all items and report any damage to BCIA immediately.
 - e. Chairs- stack chairs neatly; folding chairs to be restacked in the carrier provided and white cushioned chairs are to be stacked and located on/behind the stage after the event.

- f. Tables- round tables to be stacked in the carrier provided and rectangular tables to be placed under the stage where they are stored.
 - g. Ensure that all exterior doors and windows are closed and locked.
 - h. Check that all lights are turned off.
 - i. Basic cleaning- includes sweeping the floor, mopping up any spills and picking up any loose trash. Kitchen pots, pans, dishes etc, should be washed and dried. A surcharge will be deducted from the security deposit if the facility is left in poor condition. The amount of the surcharge will be contingent upon the level of uncleanliness.
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.
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 Agreement/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 an executed copy of a Certificate of Insurance in a form satisfactory to the BCIA.

Renter Initial and Date: _____

ADDITIONAL TERMS

(07.10.2024)

1. Persons/groups renting any facility of the Cove Community Center (CCC) shall not sublet any portion of the space contracted 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 and 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 or person(s) sponsoring the function shall comply with all state and municipal regulations with respect to the dispensing and consumption of alcohol in or on the CCC premises (inside and outside), and in particular, shall obtain the required license or permit from the authorities concerned. The permit shall be provided to the BCIA one week in advance of the function and a copy displayed prominently at the function. Failure to do so may result in the immediate cancellation of the event as stipulated in the **TERMS AND CONDITIONS OF USE** document.
4. For functions at which food is to be prepared and/or consumed, it shall be the responsibility of the Renter to comply with 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 the 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 and 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 the CCC the total cost of 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 own 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 will be refunded.

Renter Initials and Date _____