

East Sandwich Grange Hall Use Agreement

The Grange Hall at 91 Old County Road, East Sandwich, MA is owned and operated by The Nye Family of America Association, Inc (NFoAA). The NFoAA reserves the right to cancel agreements for non-payment or for noncompliance with any of the rules, terms and conditions set forth in this Agreement.

Date of Event: _____ **Date of Agreement:** _____

User/Renter's Organization: _____

Person responsible for User agreement: _____

Renter ____ Authorized Contact Person ____

Address: _____

Phone: _____ cell: _____

Email: _____

Type of Event: _____ Number of people: _____

Food/drink: _____

Time requested: Setup _____ Start of Event: _____ Ending at: _____

Anticipated # of hours Hall will be reserved, including cleanup _____

Rental Fees: \$300 for 1/2 day, \$600 for a full day, \$900 for a full day 100 guests (high impact)

A \$300.00 Rental Fee Deposit is due at time of Agreement. Date Received: _____

Rental Fee Balance and \$300 security deposit are due one day prior to the day of the event.

Rental begins with set-up and ends when cleanup is finished, calculated by the 1/2 hour

The Security Deposit is refundable so long as the hall is returned in the condition it was rented.

Rentals cancelled more than 90 days prior to the reservation date will receive a refund of all payments made. Rentals cancelled 31 to 90 days prior to the event will forfeit \$150 of the rental fee deposit. Events cancelled less than 31 days prior to the rental date will forfeit the entire \$300 rental fee deposit.

If the event runs past the time scheduled for the day of the event, Renter agrees to pay additional museum rental fees and staff fee on the day of the event at a set rate of \$300.00 per hour.

The onsite fee for the NFoAA Event Manager is \$15.00 per hour.

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Post-Event:

Cleanup must be completed immediately following the event. Renter is responsible for removing trash, sweeping floor, and returning chairs and/or tables unless other arrangements are made in advance. All Renter decorations must be taken down and removed from the Facility

NOTE: When the event ends and the cleanup process begins, the Renter or their Authorized Contact Person must notify the Event Manager at

The NFoAA Event Manager and the Renter (and/or the Renter's Authorized Contact Person) are responsible for inspecting the hall after the event. If there is damage to the hall and/or need for additional cleaning beyond normal maintenance and repairs, costs will be subtracted from the Security Deposit unless other arrangements are made.

A credit card is required at time of reservation as security for any additional cleaning and repairs needed above and beyond the \$300.00 Security Deposit. If additional cleaning and/or repairs are necessary, the card will be charged for the additional cleaning and repair fees unless payment is otherwise received in full within 7 business days of the NFoAA mailing a USPS Return-Receipt cleaning overage invoice.

Credit Card # _____

Expiration Date: _____

Signature _____

If Renter fails to pay such excess amount exceeding said deposit when so demanded, and the NFoAA brings suit to recover same, the NFoAA shall be entitled to be awarded costs and reasonable attorney fees in addition to any amount awarded Owner by the Court for damage.

No Warranty:

The East Sandwich Grange Hall Facilities are provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facility for Renter's intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter's (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall deliver the Facilities to the NFoAA in as good condition as when received by Renter, ordinary wear and tear excepted.

Antique theater-style seating for fifty people as well as a limited supply of tables and chairs are available and free of charge. RENTER is responsible for procuring and returning additional furnishings and equipment

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Liability:

The Nye Family of America Association (NFoAA) and/or the Trustees of the Benjamin Nye Homestead and Museum will not be liable for damages caused by an act of God, or other unforeseen event reasonably beyond the NFoAA's control. The NFoAA is not responsible for items belonging to Renter or Renter's guests that are lost, stolen, or damaged during the rental period.

Renter is, and hereby acknowledges that it is, liable for the actions and behavior of Renter's guests during the rental period, and at any other time such guest is on or around the rental space as a result of Renter's use of the rental space. The NFoAA will not be liable for the safety of Renter's guests. Renter agrees to indemnify and hold harmless the NFoAA from all liability arising from the activities of Renter and Renter's guests during the rental period.

Renter shall indemnify and hold harmless the NFoAA and the Benjamin Nye Homestead & Museum, its contributors, its officers, directors, employees and agents from and against all claims, damages, losses, judgments and expenses arising out of the Renter's use of the facility under this Agreement which are caused by the negligence, willful act or omission of the Renter. The Renter must also supply the Museum with a Certificate of Insurance. The Insurance Certificate must indicate:

- General liability
- Effective Date
- Name "The Nye Family of America Association, Inc." as additional insured
- The Minimal Liability Coverage is \$1,000,000

The Renter must provide the NFoAA with the current certificate of insurance no less than two weeks prior to the event.

The NFoAA shall not be liable for loss or damage to any personal property brought to or stored at the Museum in connection with the Event.

Renter will also be required to provide an additional, properly executed Certificate of Liability insurance of not less than \$1,000,000 when using outside professional businesses such as a caterer. Renters will be required to provide a copy of their Declaration page from their home insurance.

Renter acknowledges that she/he has examined the Grange Hall and premises, is satisfied with the condition thereof and relies completely upon such examination, and not upon any representation or promise of the Owner or any other person in renting the Grange Hall

Individuals will be responsible for acquiring their own licenses or permits required as to any activity or purpose the hall is to be used.

NOTE: When a public event with paid admission is held, the Sandwich Fire Department requires that a Fire Warden be appointed to oversee safety issues.

Renter will not allow use of the Grange Hall or its premises for any other purpose or in violation of any law, ordinance or governmental regulations, or for any purpose or in any manner hazardous to the Grange Hall or unsafe as to any occupants

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An NFoAA representative will open and close the Facility and supervise tours.

No keys will be given to any rental client or their agent(s) for any reason.

Should it become necessary to cancel or postpone the Event due to fire, the elements, government intervention or regulations, strikes, acts of God or for any reason beyond the control of the Renter and the Nye Family of America Association, Inc., this Agreement shall terminate and both parties waive any claim for damages and compensations and deposits made to the NFoAA for that Event will be returned to issuer of said deposits.

The East Sandwich Grange Hall may be rented to any group or individual for any legal purpose, subject to the approval of the Board of Trustees of the NFoAA. All rentals shall be coordinated and arranged by any individual standing Trustee or approved representative. **All initial inquiries regarding NFoAA property rentals must be referred to the Executive Secretary.**

Copy of Rules and Regulations was provided to Renter.

I certify that I have read, understand, and accept the conditions set forth in this contract.

Renter: _____ Date: _____

Please direct inquiries, Use Agreements, or other East Sandwich Grange Hall issues to:

Mary Kennan, Executive Secretary

The Nye Family of America Association, Inc.

PO Box 134, East Sandwich, MA 02537

Tel # 508-888-4213

Email: NyeAssoc@comcast.net

The Nye Family of America Association, Inc. and the Benjamin Nye Museum & Homestead, with the approval of the NFoAA Board of Trustees, may waive the some or all fee requirements for a nonprofit group or organization that may not have the organizational structure or ability to pay, i.e. some senior citizen organizations

Nye Family of America Association, Inc. members receive a 10% discount on rental fees

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Notes:

Please make checks out to: The Nye Family Association

I have read the Rules and Regulations sheet pertaining to Grange Hall use and agree to adhere to the terms set forth in this East Sandwich Grange Hall Use Agreement.

Signature of Renter: _____

Date _____

Please return a signed copy with deposit or full fee in order to confirm this reservation.

For Event Manager Use:

Date Event agreement was made: _____

Date Deposit received: _____ Date Fee paid in full: _____

Date Security Deposit received: _____ Date Security Deposit returned: _____

Notes: _____

Condition of hall after Event:

Event Manger Signature _____

Event Manager (printed name) _____