

## **Florence Civic Center Rental Agreement**

This is an agreement (the “*Agreement*”) between the Florence Civic & Business Association, Inc. (the “*FCBA*”), operators of the Florence Civic Center located at 90 Park Street Florence, MA 01062 (the “*Civic Center*”) and the individual or group listed below (the “*Lessee*”)

### **Schedule and Timing**

The *Civic Center* is open for events 7-days per week from 8:00am to 8:00pm. **All events must be concluded by 8:00pm.** There is a 30-minute grace period to allow for setup and cleanup and the event hosts may remain on the premises until 8:30pm and may arrive at 7:30am.

### **Events Not Allowed**

The *FCBA* reserves the right **not** to rent to any person or group that we feel may be harmful or a nuisance to the *Civic Center* grounds or its neighbors. This includes 18<sup>th</sup> Birthdays, 21<sup>st</sup> Birthdays, Sweet 16 Parties, Quinceaneras, and any other event taking place in the evening/night that involves alcohol or music.

### **Facilities & Parking**

Use of the *Civic Center* will be restricted to the rental hall, downstairs bathroom area, kitchen, porch, and lawn. Prior to signing this agreement, potential lessees can contact the *FCBA* for a quick tour of the property or to determine if it is sufficient for the event in question. The indoor capacity of the *Civic Center* is 89 people.

In general, the *Civic Center* will provide chairs, tables, and certain basic bathroom and kitchen supplies. The kitchen is equipped with a stove/oven, refrigerator, and sink. Any additional furniture, equipment, or supplies that may be needed must be provided by the *Lessee*.

Parking is provided in the paved lot adjacent to the *Civic Center*. Street parking is also available nearby; please be aware of parking restrictions.

### **Fees & Payment**

- **\$350 per day (Friday, Saturday, Sunday, Holidays), plus \$200 refundable security deposit**
- **\$140 per day (Monday, Tuesday, Wednesday, Thursday), plus a \$100 refundable security deposit**
- **\$250 per event for tent surcharge (30' x30')**

The *FCBA* requires full payment at the time of booking, including the applicable security deposit. **Online credit card payments only at [www.florencemass.com](http://www.florencemass.com).**

Some weekdays (Holidays, and certain other days as determined by the *FCBA*) will qualify for the \$350 rate. Please see “price schedule” section later in the *Agreement* and/or email the two addresses listed herein if you have any questions. Lessee may request a price adjustment or waiver of the security deposit at any time. The *FCBA* will consider these requests on a case-by-case basis. Whether they are granted will depend on a variety of factors, including the *Lessee’s* rental history and the nature of the event in question.

LESSEE INITIALS \_\_\_\_\_

### Cancelation and Refund Policy

If an event is canceled with at least 30 days notice, a full refund will be issued (minus applicable credit card processing fees). If an event is canceled with less than 30 days notice, a full or partial refund (or no refund at all) will be determined and made by the *FCBA* based on the ability to re-rent the space. All refunds of any kind whatsoever (except the full return of security deposits) will be net of credit card processing fees.

### Additional Rules & Regulations, Cleaning & Trash

1. **Hall must be left in condition it was rented; clean, contents in working order, without physical damage.**
2. **No decorations may be affixed, taped, pinned, nailed or otherwise secured to any fixed property, walls, ceilings etc. in the rental areas, unless blue painter's tape is used.**
3. No plastic or paper confetti (such as are common in gender reveal parties and baby showers) may be used anywhere on the property.
4. No loud or obscene music. Complaints of any kind from neighbors will result in loss of security deposit.
5. No gas grills on the porch. No charcoal grills, campfires, or open flames anywhere on the property.
6. No smoking inside the *Civic Center* or on the porch.
7. At no time will the Lessee or any person(s) or event guest enter the upstairs (including hallway and all upstairs rooms), any basement rooms, the attic, or any room or closet that is locked.
8. All trash must be removed from the property or disposed of in the dumpster. No food waste in the sinks. No leftover food in the refrigerator or anywhere in the kitchen.
9. Upon vacating the property, all exterior doors must be locked, windows closed, lights, fans and kitchen appliances properly turned off. All furniture used by *lessee* must be returned to its original location.
10. No equipment or furnishings of the *Civic Center* will be removed from the premises for any reason.
11. All additional property of the *lessee* (supplies, decorations, furniture) must be removed after rental.
12. Cars may not be left overnight in the parking lot without prior written approval of the *FCBA*.
13. Any Lessee that is renting for the benefit of a youth group or where youths under the age of 21 may be attending must have ADULT'S present at ALL times during the rental.
14. Any event that is open to the public must receive prior written approval from the *FCBA*.
15. Any use of the *Civic Center* for fundraising must be accompanied with a 501(c)(3) or 501(c)(4) certificate.
16. At no time may there be more than 89 persons in the *Civic Center* per fire code.
17. Tables and chairs may be used on the porch but may not be moved to any other outdoor areas
18. Kitchen must be left in good clean working order and all excess food removed after rental.
19. Any group renting the *Civic Center* must comply with all rules of the city of Northampton to include use of alcohol.

**\*\*ANY VIOLATION OF THESE RULES WILL RESULT, AT A MINIMUM, IN THE FORFEITURE OF LESSEE'S SECURITY DEPOSIT, AND COULD RESULT IN ADDITIONAL COMPENSATORY CLAIMS AND/OR LEGAL ACTION AGAINST LESSEE BY FCBA.\*\***

### Cancelation by FCBA

The *FCBA* reserves the right to cancel or end any *Lessee* event at the *Civic Center*, should it deem the event illegal in any way, or a risk to the property, facilities, attendees, neighbors, or the *FCBA* itself.

LESSEE INITIALS \_\_\_\_\_

### Security Deposit

The applicable security deposit will be held by the *FCBA* pending inspection of the property following *Lessee's* event. Assuming no damage and assuming *Lessee* adheres to the rules and regulations listed above (including cleaning), the gross value of the security deposit will be refunded to *Lessee's* credit card within 14 calendar days of the conclusion of the event. Please email the two addresses below when your event is over to begin the refund process.

If you notice damage to the *Civic Center* or violations of the above rules/regulations from a prior event at the Civic Center, please email the two addresses below before your event starts and include pictures.

### Price Schedule

Generally speaking, the following days are considered "Weekends" and quality for the weekend pricing whether they actually fall on a weekend day or not: All Federal Holidays, the Thursday before Good Friday, the day before and the day after the Fourth of July, the day before Thanksgiving, the day before Veteran's Day, any day from December 23<sup>rd</sup> to January 2<sup>nd</sup>.

Potential *Lessees* can request a price adjustment for any of the above days by emailing the two addresses at the end of this Agreement. Requests will be evaluated on a case-by-case basis.

### Emergency Contact Information

Please visit Bird's Store in Florence if you need to get in touch with an *FCBA* officer or rental agent on the day of your event.

### Liability, Compliance with Laws, Signature

*Lessee* agrees to indemnify and hold harmless the Florence Civic & Business Association, Inc. (including its officers, committee members and volunteers) from all claims, damages, attorney's fees, costs and expenses arising from any injury, damage, or theft to the *Lessee*, *Lessee's* employees, guests, patrons, and equipment arising from the *Lessee's* use of the *Civic Center* (including the authorized use of the parking lot, porch, lawn, main rental hall, bathrooms, use of the Civic Center's equipment and furniture, and also including the unauthorized use of any other parts of the building, property, or equipment). The *Lessee* agrees to comply with all laws, statutes, ordinance rules or regulations of the United States, the Commonwealth of Massachusetts, Hampshire County and the City of Northampton. The *Civic Center* does not prohibit alcohol on the premises; however, it is the *Lessee's* responsibility to acquire any required permits for the serving of food and alcohol from the City of Northampton. Any sale of alcohol must have proof of permit from the City of Northampton.

LESSEE INITIALS \_\_\_\_\_

I, the *Lessee*, have read the aforementioned *Agreement* in its entirety. I understand that upon acceptance by the *FCBA*, I agree to be fully bound by the terms of this *Agreement*. If the *Lessee* is an organization or corporation, the person signing this agreement warrants that he/she has the full authority to sign this *Agreement* and bind the organization or corporation to the terms herein. If any violations of the aforementioned rules and regulations occur, the *Lessee* agrees to forfeiture of all deposits and payments and acknowledges that the *FCBA* may take legal action in any Superior or State court, located in Hampshire County and the *Lessee* agrees to pay all court costs, attorney's fees and civil liabilities arising from any violation of this *Agreement*.

**Lessee Information** Please fill out ALL fields below and initial above pages!

PRINTED NAME: \_\_\_\_\_  
 Name of Individual AND Corporation (if applicable)

ADDRESS: \_\_\_\_\_  
 Street City State Zip

EMAIL: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

RENTAL DATE(S): \_\_\_\_\_ EVENT DESCRIPTION: \_\_\_\_\_

START TIME OF EVENT: \_\_\_\_\_ END TIME OF EVENT: \_\_\_\_\_

LESSEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*The FCBA is providing the Civic Center as a community space for residents of Florence and the surrounding towns for civic, charitable, public and family functions in good taste. Respect for the Civic Center, its neighbors, the City of Northampton, and adherence to the rules and regulations in this Agreement are paramount and will allow for the continued availability of the Civic Center to the general public.*

**Rental Fees**

MAIN HALL: \_\_\_\_\_

SECURITY DEPOSIT: \_\_\_\_\_

TENT FEE: \_\_\_\_\_

TOTAL: \_\_\_\_\_

**PLEASE READ THIS AGREEMENT IN ITS ENTIRETY, FILL OUT ALL FIELDS, SCAN, AND EMAIL A COMPLETE COPY (ALL THREE PAGES) TO:**

**[RENTALS@FLORENCEMASS.COM](mailto:RENTALS@FLORENCEMASS.COM)  
[TREASURER@FLORENCEMASS.COM](mailto:TREASURER@FLORENCEMASS.COM)**

**Credit card payments ONLY! Please visit [www.florencemass.com](http://www.florencemass.com).**

LESSEE INITIALS \_\_\_\_\_