

## **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 available to rent any day 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**

Events taking place at night or in the evening that involve alcohol and loud music are NOT allowed. Events that might cause damage to the *Civic Center* or disturb the *Civic Center* neighbors are NOT allowed.

### **Pricing, Fees & Payment**

- **\$350 per day (Saturday, Sunday, Holidays), plus \$200 refundable security deposit**
- **\$250 per day (Friday), plus \$200 refundable security deposit**
- **\$150 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).**

For purposes of pricing and fees, the following days are considered “Weekends” and qualify 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 and the day after Thanksgiving, the day before Veteran’s Day, any day from December 23<sup>rd</sup> to January 2<sup>nd</sup>.

At any time, potential lessees can request a price reduction and/or a deposit waiver by emailing the two addresses at the end of this *Agreement*. *FCBA* will consider these requests on a case-by-case basis.

### **Cancellation and Refund Policy**

If an event is canceled by *Lessee* 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.

The *FCBA* has the right to cancel or end any *Lessee* event and terminate this *Agreement* at any time and for any reason. Cancellation/termination due to a violation of this *Agreement* (including non-compliance with the rules and regulations listed on page 2) will result in forfeiture of all payments and deposits. Should the *FCBA* need to cancel an event for reasons outside of this *Agreement*, a full refund (including credit card fees) will be issued.

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

### Facilities & Parking

Use of the *Civic Center* will be restricted to the rental hall, downstairs bathroom area, kitchen, porch, and lawn.

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.

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.

### Additional Rules & Regulations, Cleaning & Trash

1. **Regardless of state of cleanliness prior to an event, *Civic Center* rental hall must be left clean, floor swept, porch and yard clear of trash, 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 adults 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.

**\*\*NON-COMPLIANCE WITH THESE RULES WILL RESULT IN THE FORFEITURE OF LESSEE'S SECURITY DEPOSIT, AND COULD RESULT IN ADDITIONAL COMPENSATORY CLAIMS AND/OR LEGAL ACTION AGAINST LESSEE BY FCBA.\*\***

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 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.

### 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.

### WiFi Information

Network Name: Florence Civic Center

Password is posted on the wall in the *Civic Center* kitchen

### HVAC/Heating/Cooling Information

On hot days, the mini split system is automatically set to cool the rental hall to a low of 74° F. This cannot be changed or adjusted. On cool days, the mini split system will heat the rental hall to 62° F. **If you want to increase the temperature inside, please use the thermostat on the wall outside the kitchen door.** This will turn on the forced air heating system in the basement and heat will come from the floor registers. You can bring the inside temperature up to a maximum of 70° F. The thermostat reverts back to 60° F every six hours, so you might need to adjust the heat more than once during your rental depending on the length 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.

### General

***The Civic Center is a community space designed for civic, charitable, public and family functions held in good taste. Respect for the Civic Center, its neighbors, the Florence community, and strict adherence to the rules and regulations in this Agreement will allow for the continued public availability/use of the Civic Center.***

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I, the *Lessee*, have read this *Agreement* in its entirety. I understand that upon acceptance by the *FCBA*, I will 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 to recover costs and/or recoup damages. *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: \_\_\_\_\_

## 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 BOTH EMAILS BELOW:**

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

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

Failure to send a signed *Agreement* to both email addresses shown to the right could result in a last-minute cancelation of your proposed event.

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