

**2019 Rental Agreement  
Community-Senior Center  
Town of Natick**

What follows is a review of rental policies, renter obligations and rental pricing as discussed with Community Services Department staff. Please review this information carefully and sign the agreement where indicated. In the instance of one-time rentals — once your payment and application have been received and processed a rental confirmation will be sent via email.

**For Renter Use**

Name of organization: \_\_\_\_\_

Name of resident: \_\_\_\_\_

Address: \_\_\_\_\_

Natick resident: \_\_\_\_\_ Non- Natick resident: \_\_\_\_\_

Natick non-profit: \_\_\_\_\_ Non- Natick non-profit: \_\_\_\_\_

Date requested: \_\_\_\_\_ Times requested: \_\_\_\_\_ to \_\_\_\_\_ Include set-up time

Rental Contact: \_\_\_\_\_

Email: \_\_\_\_\_ cell: \_\_\_\_\_

Address: \_\_\_\_\_

**Please complete this info :**

Number of guests expected for Great Room or meetings in classrooms: \_\_\_\_\_

Special set-up requirements: \_\_\_\_\_

Technology equipment required: \_\_\_\_\_

**RENTER TERMS:**

Please write initials beside each number.

| <b>For Department Use</b>   |  |
|---|--|
| <b>Natick status</b> (for preferred rate):                            |  |
| _____ Proof of non-profit status                                      |  |
| _____ Proof of Natick residency                                       |  |
| <b>Rental fees:</b>   |  |
| _____ Hourly room rate x total hours                                  |  |
| _____ Custodial rate total hours (3 hour min.)                        |  |
| _____ Security deposit (refundable): \$100.                           |  |
| _____ <b>Rental fee (due now)</b> _____ balance due _____             |  |
| <b>Additional requirements:</b>                                       |  |
| _____ Certificate of insurance (COI) required.                        |  |
| _____ Permission to serve catered food. One-day food permit required. |  |
| _____ Permission to serve liquor. One-day liquor license required.    |  |
| _____ Police detail make arrangements with the Natick police/         |  |

1. **Serving food:** Renters are responsible for the proper care and use of facilities. Food and non-alcoholic beverages are allowed only in the Great Room.\* When food is prepared onsite and the kitchen is rented a licensed caterer is required. Failure to be forthcoming about this usage will result in denial of any future rental requests and loss of your total security deposit. See <http://www.natickma.gov/DocumentCenter/Home/View/168> for application.  
\* Under certain conditions and with express permission of municipal staff, food may be served in other rooms at the CSC. Municipal staff reserve the right to deny such requests.

2. **Serving alcohol:** In instances where the renter chooses to serve alcohol, a one-day Liquor License Permit (\$50. Fee) must be obtained in advance via the licensing board. Call the Selectmen's office at 508.647-6410 for an event liquor application. See: <http://www.natickma.gov/954/Alcohol>

*One day alcohol licenses are issued by the Board of Selectmen as provided by Chapter 138, s.14. A one day license is required if the sale of alcohol is contemplated and the organization and/or venue does not already have a liquor license. The sale of alcohol can mean a cash bar, the purchase of a ticket to an event that includes an alcoholic beverage, or an event where food and drink and said to be complimentary, but a charitable contribution is expected.*

3. Renters are solely responsible for the timely completion and submission of any/all paperwork, documentation and payments related to their rental request. Reservation of the space in the name of the renter will not be confirmed until files are complete and may result in the granting of a rental to another group or individual.
4. **Rental time period:** Include all set-up and clean-up time in your rental request. Renters must adhere to agreed upon start and end time for events. In the instance where the renter does not agree to leave in a timely fashion they will be escorted out of the building.
5. **Town regulations:** All health regulations, and permits, local or otherwise, must be adhered to at all times.
6. **Supervision:** It is the obligation of the renter to provide appropriate levels of supervision of adults and minors for all events and programs. Adequate and responsible adult (ages 21+) supervision shall be provided at all activities involving youth, and said supervision must be present throughout the program. Children under 18 are not allowed to roam the building during an event.

7. **Rental equipment:** The renter is entitled to the use of the available tables, chairs and equipment provided by the department and agreed upon in advance. Renter shall request their total needs for furniture/equipment on the original application. If the Town is unable to provide all the equipment requested, then the renter may make the necessary arrangements for the delivery of needed furniture/equipment at their own expense. The additional equipment that a renter brings into the facility must be removed at the conclusion of the event.
8. **Town-owned equipment and technology:** Town of Natick equipment is not to be removed from any room of the CSC at any time, for any purpose by the renter unless it is cleared by the building supervisor. If a renter needs help with the operation of a specific town owned audio-visual equipment, the renter shall see the building supervisor. Once this help is provided, the operation of the audio-visual equipment shall be the renting group's responsibility. Please also note that any damage to the audio-visual equipment shall be the financial responsibility of the renting group.
9. **Storage:** In all instances no storage is ever permitted in the CSC building.
10. **Security deposit:** A *refundable* security deposit of \$100. will be charged prior to the event. Renters must leave room(s) in the same condition they first found them. This includes the placing of any trash into the provided trash barrels. Any damage caused by a group will be charged against that group and against its commercial general liability insurance policy. Excess cleaning time/fees resulting from a lack of adherence to this requirement will be deducted from the renter's security deposit.
11. **Cancellations:** Renter-initiated cancellations must be made at least 5 business days prior to the scheduled date of the event. Those who do not notify the Natick Community Services Department of a cancellation at least 5 business days before the designated rental will be responsible for 100% of the rental bill. Leaser initiated cancellations will result in a full refund or credit.

## 12. Facility Rules:

- No products or food shall be sold.
- No admission fees shall be charged for any event.
- All exit doors shall remain clear and unobstructed.
- The fire exit doors are only to be used to exit in an emergency.
- All windowsills shall be free and clear at all times.
- Glitter and confetti are not allowed in the building.
- Chewing gum is not allowed inside the building.
- Smoking is not permitted in the building.
- All other rooms not rented are off-limits.
- Decorations, posters, etc. will not be affixed to any part of the building.
- There are three partitions that you may use for posting decorations.
- No tape nails, staples, tacks or other instruments that can pierce any surface will be allowed.
- The Community Services Director reserves the right to require any rental group to pay for the appropriate public safety personnel, custodian(s) or other staff at an event as deemed necessary by the Community Services Department.
- Renter shall be responsible for the cost of repairs needed for damage occurring during the renter's use.  
Failure to pay such cost will lead to denial of future permits for that individual and organization.

## 13. Use of Gymnasium

- a. Only appropriate footwear is on the gymnasium floor (sneakers and other non-marking footwear; no street shoes, rollerblades, or roller-boards shall be used on the floor).
- b. Nothing shall be affixed to the gym floor. This includes the use of tape, tacks, adhesives or any type of markings.
- c. Teams and groups using the gymnasium shall be responsible for all their team members prior to, during, and after, each game or event. This includes this includes the conduct of team members in all adjacent bathrooms. No team members shall be allowed to roam outside the immediate area of the gym.
- d. Water is the only liquid permitted in the gymnasium. No other food or liquid is permitted.

*Damage or excess cleaning fees resulting from a lack of adherence to these policies shall be the responsibility of the renter and may result in an additional cleaning fee billed to the renter and denial of future use.*

#### **14. Use of Kitchen Facilities**

a. Use of the Commercial Kitchen is permitted so long as a licensed and certified caterer is overseeing the event and the appropriate permit is obtained from the Board of Health department.

This caterer shall have the appropriate 'Serve Safe' training license and certification. Each such caterer shall provide to the Town workers' compensation insurance as required by Massachusetts law and employer's liability insurance in the minimum amount of five hundred thousand dollars (\$500,000.00)/five hundred thousand dollars (\$500,000.00)/five hundred thousand dollars (\$500,000.00) /five hundred thousand dollars (\$500,000.00) and commercial general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per incident and two million dollars (\$2,000,000.00) general aggregate. Each policy of commercial general liability insurance shall name the Town of Natick as an additional insured and shall provide that the Natick Board of Selectmen shall receive at least seventy-two (72) hours prior written notice of any cancellation or material amendment of such commercial general liability insurance policy. At least one additional town staff member (building custodian) will be required when a renter is looking to use the kitchen premises and its contents.

b. Renter shall be responsible for the use of kitchen facilities by the caterer.

#### **15. Food and Beverage**

a. Beverages and/or food are allowed only in the Great Room and Library Café. Non-flavored water will be allowed throughout the building. It is the renter's responsibility to insure that this regulation is complied with and enforced. Any additional cost incurred by the Natick Community Services Department due to violations of this regulation will be billed to the renter and shall be paid by the renter.

b. Beverages and/or food will not be sold or served in the building unless prior permission is granted for specific areas to serve or sell and for consumption. All health regulations, and permits, local or otherwise, shall be adhered to at all times.

c. Food shall be cooked and prepared offsite and may be warmed up in the Great Room through the use of aluminum trays being heated by Sterno candle method. If the decision is to reheat the food in the Great Room through the Sterno candle method, a custodian will be assigned to that event and costs for that staff person borne by the renter. The kitchen will not be available for rentals unless a licensed caterer is on board.

#### **Board of Health Regulations**

a. A temporary food permit and payment of the applicable permit fee is required for any event that involves the sale or distribution of food. Applicants are responsible for contacting the Board of Health at (508) 647-6460 to obtain the required permit when food is being served.

b. Prior to any event where food is being served, copies of all building use permits which indicate that food will be served at the NCSC shall be delivered by the renter to the Natick Board of Health office.

#### **16. Alcoholic Beverages**

Alcoholic beverages are not permitted unless a one (1) day beer and wine license is obtained for the event. The Natick Board of Selectmen may grant a one (1) day beer and wine license to a licensed caterer, who shall supervise and provide beer and wine at an event for a specific renter, with the condition that the licensed caterer has an appropriate alcohol service certificate. The applicant must apply for said one (1) day beer and wine license at least thirty (30) days in advance of the event; this application must be accompanied by a certificate of liquor liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate, which shall name the Town of Natick as an additional insured and which shall provide that the Natick Board of Selectmen shall receive at least seventy two (72) hours prior written notice of cancellation or amendment of such insurance. The licensed caterer needs to prove proof that all his/her servers for this event have completed an alcohol awareness program acceptable to the Natick Board of Selectmen, including without limitation TIPS, AIM, or ServSafe. Renters shall adhere to state laws and regulations governing the sale of alcohol and the provisions of MGL Chapter 138, Section 14. The Natick Board of Selectmen may impose conditions it deems appropriate including but not limited to the hiring of a police detail, at the expense of the renter licensee.

#### **17. Limitations/Liability**

a. Signature on the Rental Agreement Form shall constitute understanding of, and agreement to abide by, the rules for use.

b. Failure to comply with the rules for use shall constitute sufficient grounds for refusal of further use of the building.

c. The Community Services Department and its Community Services Director, reserve the right to refuse the use of the building.

#### **18. Certificate of Liability (COI)**

Where required, renters must provide a Certificate of Liability Insurance (COI) with a \$1,000,000 minimum limit for each occurrence, naming the 'Town of Natick' as an additional insured. The Certificate of Liability Insurance document must be

received by the CSC office, no less than one week prior to scheduled usage. The Licensee represents and warrants that it has a policy of general liability insurance in force and effect on the dates of use of the licensed premises, issued by a liability insurance company licensed to do business in the State of Massachusetts, and said insurance company will, without any costs or expense to the Licensor (Town of Natick), issue a certificate to the Licensor. In addition, said insurance company will agree to give notification to the Licensor of any revocation and/or cancellation at least seventy-two (72) hours before said revocation becomes effective.

### **RAFFLE REGULATIONS**

A request for a permit must be submitted to the Natick Town Clerk's Office in order to hold a raffle or bazaar according to MGL, Chapter 271. A raffle is defined as "an arrangement for raising money by the sale of tickets, certain among which, as determined by chance after the sale, entitle the holders to prizes." A bazaar is defined as "a place maintained by the sponsoring organization for disposal by means of chance or one or both of the following types of prizes: (1) merchandise, of any value, (2) cash awards, not to exceed twenty-five dollars each." There is a permit fee charged at the time of application.

Any person wishing to hold an auction must apply for a permit through the Natick Town Clerk's Office, according to MGL, Chapter 100. There is a permit fee charge at time of application. Auctions held or conducted by any resident member of a charitable, educational (PTO/PTA/etc.), religious, or other non-profit organization within the commonwealth are exempt. However, if any of the organizations listed hires an Auctioneer, the Auctioneer would have to be licensed with the Commonwealth of MA and they would also be required to apply for a local license from the office of the Town Clerk. Please call the Town Clerk's office for additional information at (508) 647-6430.

### **Fire Safety Regulations**

Open flames/smoke are not permitted in the Great Room or anywhere the parking lot.

### **Town Cancellations**

The Town reserves the right to cancel an event up to (24) hours prior to an event due to weather or unforeseen circumstances. Full refunds will be issued to a group in that event. If the Natick Public Schools close their facilities for a day due to bad weather, the Community/Senior Center will also be closed for that day. In the event of an emergency that prevents such (12) hour notice the Town will provide notice as soon as reasonably possible. Call (508) 647 6540 for recorded weather updates.

Events/Programs that occur in the evenings or on the weekend, please call (508) 647-6540 and follow automated instructions for information on cancellations.

The Town of Natick, and the Natick Board of Selectmen, Community Services Department, Human Services, Council on Aging, Recreation and Parks Department and Veterans' Services Department, and employees thereof assume no responsibility or liability for the injury to persons using the building or equipment therein, nor for the loss of or damage to personal property brought to the building.

The Natick Community Senior Center is not responsible for any loss or injuries suffered by any person or persons or their guests or invitees using the building's facilities. The renter assumes personal liability for that function. The renter shall be responsible for, and reimburse NCSC and/or the Town of Natick for any loss, damage or injury to the building, its contents, the grounds, the equipment or to any person, arising out of or in connection with the renter's use of the premises.

The department reserves the right to cancel a function or event at any time, even when it is in progress, should a renter or any of a renter's guests or invitees violate the terms of this agreement. This cancellation shall be at the department's sole discretion, which decision shall be binding and final. In such cases, the department shall retain all payments and shall not be liable for any charges or forfeited deposits imposed by a caterer, contracted entertainment provider or other service providers.

### **Indemnification, Hold Harmless and Liability Insurance**

In consideration of the use of the Natick Community/Senior Center, the renter hereby agrees to indemnify and hold harmless the Town of Natick, Massachusetts, and its boards, commissions, committees, officers, employees, agents and representatives, from and against any claims, causes of action, suits, costs, including without limitation attorney's fees, damages, settlements, judgments, orders and awards of any kind which arise out of the willful or negligent act or omission of the renters or its boards, commissions, committees, officers, employees, agents, representatives, guests or invitees which relate to death, personal injury

or property damage resulting from the use of the Natick Community Senior Center by the renter or its boards, commissions, committees, officers, employees, agents, representatives, guests or invitees.

I have read, understand, and agree to abide by all of the information contained herein.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_