

ELLEN LAMBERT MURPHY MEMORIAL COMMUNITY CENTER

20-21 Durkee Street, Winchester, NH 03470-0082

Office 603-239-4316

This is a **RENTAL AGREEMENT** between the
Ellen Lambert Murphy Memorial Community Center,
located at 20-21 Durkee Street, Winchester, NH (hereinafter referred to as the ELMCC) and:

NAME: _____

Legal Mailing Address: _____

Email Address: _____

Date of Event: _____ Start Time: _____ End Time: _____ Door Open Time _____

Day Phone: _____ Night Phone: _____ Approx. Number of guests: _____

The rental party agrees to the use of the following rooms(s)

- **FULL FACILITY RENTAL** 7 am to 12 am \$300.00 _____
- **Hall** (7am-12am) \$180.00 _____
- **1/2 day Hall Rental** \$ 90.00 _____
Circle time frame: 7am-3pm 4pm-12am
- **1/2 day Hall/ 3hr Bowling Alley Private Party** \$200.00 _____
Must be during the 1/2 day time slots 8am-3pm or 4pm-11pm
Please list your 3 Hour Bowling Time Frame _____
- **Hall Set up Rental** (night before event, available after 5pm) \$ 50.00 _____
- **Hall Cleanup Rental** (day after the event 7am-9am) \$ 25.00 _____
- **Kitchen Only** \$ 60.00 _____
- **3hr Bowling Alley Private Party** \$125.00 _____
- **2hr Bowling Private Party** \$100.00 _____
- **Ruth Coffin Room** \$ 60.00 _____
- **Ruth Coffin Room-Monthly Meetings** \$ 25.00 _____
- **Security Deposit** \$100.00 _____
- **Security Deposit-Bowling Parties** \$ 50.00 _____

- **Will There Be Alcohol Served or Consumed At This Event?** YES / NO
 - If yes, please insure that "host liquor liability" coverage is included in your liability insurance policy and list that coverage is included on the certificate of insurance provided with the signed contract. If coverage is not provided please check with your local insurance agent to purchase the required coverage.

Cleaning/Security Deposit and Other Fees:

The following terms and conditions are mutually agreed to between the ELMCC and the RENTAL PARTY. Please initial in the appropriate location:

- The rental party agrees to pay a \$100.00 cleaning/security deposit fee upon the signing of this contract, said deposit to be returned to the rental party no later than four weeks following the event, provided that the facility is left in a reasonable and acceptable condition. The Hall will not be reserved without the \$100.00 fee.
- The full amount of the rental fee must be paid in full no later than 1 week prior to the scheduled rental date, unless other arrangements have been made with the office.

- The \$100.00 cleaning/security deposit fee will be forfeited in the event of cancellation unless the ELMMCC is notified within 1 week prior to the rental date.
- The Cleaning/Security Deposit fee shall be forfeited in full, or in part, as a result of failure to honor this agreement, and/or any losses, and/or any damages occurring during the rental.
- The rental party shall pay any costs for damages or excessive cleaning costs that exceed the \$100.00 cleaning/security deposit to the ELMMCC. The ELMMCC shall provide the rental party with the documentation of costs for cleaning and repairs in excess of the \$100.00 cleaning/security deposit.
- The ELMMCC is a smoke free facility. You may smoke outside of the buildings. Please dispose of your cigarette butts in the appropriate container outside of the hall. Smoking inside of any of the ELMMCC facilities will result in the loss of your \$100.00 security deposit.
- Open flames are not permitted in any of the ELMMCC buildings. This includes wax candles, oil burning candles, incense, and aromatherapy burners; with the exception of birthday cake candles, which must be under direct parent/adult supervision.
- Any refund of the cleaning/security Deposit fee shall be returned to the rental party within four (4) weeks after the rental date.

GENERAL MAINTENANCE/SAFETY REQUIREMENTS:

- The rental party will be responsible to assure that no fire extinguishers or means of egress are blocked.
- The rental party is responsible for cleaning of any kind of spills, sweeping the floors, secure garbage in barrels provided, thoroughly cleaning counter tops, walls, sink and any appliance used. Cleaning supplies provided above the kitchen sink. Please remember to shut off the gas valve when finished with stove, use the window fan if you will be cooking.
 - The rental party shall be responsible for the removal of all decorations that you bring in. Please **do not** use nails or tacks. Please use removable adhesive.
- The rental party shall be responsible for the set up and break down of the tables and chairs, (unless other arrangements have been made with the office). Please return the tables and chairs to the racks in the closet. Please make sure they have been cleaned.
- Winter months, please remove all boots and outdoor shoes in the foyer, and bring clean shoes to wear inside the Hall.
- The ELMMCC will close and the grounds will be vacated no later than 12am.
- The ELMMCC director is required by policy to inform the Winchester Police Department when any part of the ELMMCC buildings and grounds are rented for an event that will be providing/participating in the consumption of alcohol. Please ask your guests to be responsible. See director for alcohol policy.

Return Check Fee

- Any return checks for insufficient funds shall incur a fee of \$25.00 plus 10% interest every 7 days if not paid during the 14 day settlement period. If not paid after 90 days, court fees will be added on top of all other fees.

Waiver of Liability and Assumption of Risk Agreement Use of Premises

Waiver:

In consideration of my use of the premises of the Ellen Lambert Murphy Memorial Community Center, I for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue the ELMACC**, its trustees, directors, officers, employees and agents from liability **from any and all claims including negligence of the ELMACC** resulting in personal injury, accidents, or illnesses (including death) and property loss arising from use of premises.

Assumption of Risk:

The ELMACC carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I have read the previous paragraphs and I know and understand and appreciate these and other risks are inherent in the activity I am participating in. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless:

I also agree to indemnify and hold harmless ELMACC, its trustees, directors, officers, employees and agents from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of this use of premises.

Severability:

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding:

I have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

The rental party agrees to meet with the ELMACC staff/authorized person for a “pre rental walk through” to tour the facility being rented. ELMACC staff/authorized person will show the rental party where to locate all the emergency exits, fire extinguishers and emergency phone numbers are located at least one hour before the scheduled event.

Date for pre-rental Showing

I/We have read this fully and understand the above contract to be binding, as stated.

Signature of Rental Party

Date

ELMACC Authorized Representative

Date