

RENTAL AGREEMENT

FOR THE USE OF ADAMS PAVILION/HOLWAY PRO SHOP

Dated: _____ 20____

SAGAMORE BEACH COLONY CLUB, INC., A Massachusetts corporation (hereinafter called "Owner"), and _____ (hereinafter called "Applicant"), with an address of _____, hereby enter into this Rental Agreement for the use of Adams Pavilion/Holway Pro Shop at 150 Clark Road, Sagamore Beach, MA (hereinafter known as the "Pavilion/Pro Shop") for the following purpose : a _____ (the" **Function**"). Applicant represents that the function is for a personal/business (*circle one*) purpose.

The terms of this Rental Agreement are as follows:

1. The **Hall** is to be used by the **Applicant** on (date) _____ for the **Function** between the hours of _____ PM and _____ PM.
2. The **Applicant** may set up the equipment, furniture and decoration **4** hours prior to **Function**. If the **Applicant** requires more time for setting up, prior permission of the Owner's president must be obtained.
3. The **Applicant** shall be responsible for cleanup within 4 hours of the conclusion of the **Function**. **Applicant** shall be responsible for and shall complete the following work:
 - (a) removal of all rental and catering equipment, furniture , supplies, waste materials and decorations;
 - (b) lights turned off except as otherwise directed;
 - (c) Pro Shop windows closed and locked;
 - (d) Pro Shop kitchen: personal items removed; refrigerator and countertop cleaned; the floor to be broom cleaned;
 - (e) Pro Shop bathrooms checked for cleanliness and taps turned off;
 - (f) trash may be left in cans and receptacles; extra trash should be placed in bags and put in bins on side of buildings
 - (g) all of the Owner's tables, chairs and other furniture and equipment shall be returned to their pre-setup locations.
4. **No alcoholic beverages may be sold.** If Applicant intends to serve alcoholic beverages, but without charge, please provide the name of your homeowner's insurance company and your policy number below. At the time of delivery of Applicant's signed original of this Agreement, Applicant shall furnish Owner with a Certificate of Insurance from Applicant's homeowner's insurance carrier evidencing personal injury liability coverage in the amount of at least \$1,000,000.00.

Applicant will serve or permit service of alcoholic beverages yes x or no _____

Applicant's homeowner's insurance company _____

Applicant's homeowner's policy number _____
Amount of Personal injury liability coverage per homeowners policy: \$ _____

5. **Applicant** must be present for the entire duration of the Function.
6. **The Applicant and all guests must park on the roadway or in designated areas.**
7. The **Applicant** is responsible for the adherence to these regulations by the caterers. A violation of such regulations by a caterer shall be considered a violation by the **Applicant**.
8. It shall be the **Applicant's** responsibility to supply any caterer with a copy of this Agreement.
9. The **Applicant** shall be responsible for the conduct of all persons present at the function. The **Applicant** shall be liable and agrees to reimburse the **Owner** for any loss or damage to the **Pavilion/Pro Shop**, its contents and grounds, caused by the **Applicant**, his guests, servants, employees or independent contractors (including caterers).
10. The **Applicant** shall be liable for any or all personal injury or property damage resulting, directly or indirectly, from **Applicant's** use of the **Pavilion/Pro Shop** and grounds. The **Applicant** shall hold the **Owner** harmless from any or all claims, liability or assessments arising out of the applicant's use of the **Pavilion/Pro Shop** or grounds.
11. The **Owner** assumes no responsibility or liability and expressly disclaims any liability or responsibility for damage to or loss of personal property belonging to the **Applicant**, his guests, servants or employees.
12. All fees must be paid by check made out to the "**Sagamore Beach Colony Club**" at the time of signing this Agreement.
13. All fees refunded if the **Applicant** cancels the **Function** and notifies President in writing at least 2 weeks prior to the scheduled date for **Pavilion/Pro Shop** use.
14. After the **Function** has concluded, the President or his agent will inspect the **Hall** and grounds, if there has been no damage to the **Pavilion/Pro Shop**, and all terms of this Agreement have been met, the Security Deposit will be returned to the **Applicant**.
15. The **Applicant** shall be responsible for obtaining all state and local permits.
16. The **applicant** agrees to pay the **Owner** the following amounts:
 - (a) Rent \$150
 - (b) Security Deposit \$100-(refundable-see item 14 for conditions)
 - (c) Clean up \$ 50

Total: \$300

Payment in full and Delivery of Insurance Certificate upon signing this lease.

ADDITIONAL PROVISIONS

APPLICANT:

Signature of Applicant

(Print Name)

Phone # of Applicant _____ e-mail _____

SAGAMORE BEACH COLONY CLUB

By: _____
(Signature of President)

(Print Name of President)

(Phone # of President)

Fee received \$ _____ **Date** _____