

# TOWN OF SUDBURY

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## FAIRBANK COMMUNITY CENTER MULTI-PURPOSE ROOM FACILITY USE AGREEMENT AND TERMS & CONDITIONS

This Facility Use Agreement (“Agreement”) and Terms & Conditions (“Terms & Conditions”) is made by and between the Town of Sudbury, Massachusetts, acting by and through its Town Manager or designee (“Town”), and:

### **1. PRIORITY OF USE**

This reservation is subject to the Town’s Fairbank Community Center – Multi-Purpose Room Use Policy and Procedures Use Policy.

### **2. FEES AND PAYMENTS**

- 50% of rental fees and security deposit due at reservation.
- Remaining balance due fourteen (14) days prior to event.
- Security deposit may be retained in whole or part for damage, inadequate cleanup, or policy violations.

### **3. CANCELLATION**

- 15+ days’ notice – 100% refund
- 4–14 days’ notice – 50% refund
- 0–3 days’ notice – No refund
- Town closure or cancellation (weather/emergency) – Applicant shall discuss rescheduling the event with the Combined Facilities Director or notify the Combined Facilities Director that they do not want to reschedule the event, and if the event cannot be rescheduled or Applicant does not want to reschedule, then Applicant shall be entitled to a 100% refund

Municipal and emergency needs take priority. The Town reserves the right to reschedule or cancel this reservation at any time if required for public purposes and/or in the case of an emergency. In such event, all fees paid shall be refunded.

### **4. GENERAL USE CONDITIONS**

The Applicant agrees to comply with the Fairbank Community Center Multi-Purpose Room Use Policy and Procedures; not to sublet, assign or otherwise grant any other person, group or entity their authorization to use the room; to restore the room to its original condition; to comply with occupancy limits; not to imply Town endorsement in publicity; and to comply with all applicable laws.

### **5. YOUTH ORGANIZATION SUPERVISION REQUIREMENTS**

For events involving minors (under 18 years of age):

- A responsible adult (age 21 or older) must be present at all times.
- Minimum supervision ratio: 1 adult per 10 children under the age of 18, unless otherwise approved in writing.

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- Supervising adults must remain in the room and may not leave minors unattended.
- The Applicant is responsible for conduct and safety of all participants.
- The Applicant acknowledges that the Town does not and has no obligation to provide supervision or childcare services.
- Youth organizations shall conduct CORI/background checks consistent with applicable legal requirements.

Failure to provide adequate supervision for minors may result in immediate termination of the event, in which case Applicant shall not be refunded for any fees paid.

### **6. FOOD AND ALCOHOL**

Food must comply with Board of Health requirements. The kitchen is not available for rental use.

Alcohol is prohibited unless a One-Day Liquor License is obtained, ABCC regulations are followed, required police details are secured, and the Town approves alcohol service in advance.

### **7. INSURANCE**

Insurance is required for all users other than Town of Sudbury Committees, Town Departments, Federal, State and Town Government officials as follows: general liability insurance with minimum limits of \$1,000,000 per occurrence. All policies shall be so written so that the Town of Sudbury is listed as an additional insured. The Town of Sudbury holds the right to waive the requirement under certain limited circumstances where insurance requirements pose a cognizable financial hardship and requests must be in writing. The Applicant shall provide the Town with a copy of said Certificate of Insurance no less than 48 hours prior to Applicant's event.

### **8. WAIVER, RELEASE AND INDEMNIFICATION**

The Applicant, on behalf of themselves and the group or organization they are renting the Facility for or on behalf of, acknowledges that the use of the Facility is voluntary and at their own risk, and shall forever release and hold harmless the Town of Sudbury, its officers, officials, employees, staff, agents and volunteers (together, the "Releasees") from and against any and all liability, loss, damages, expenses, claims, actions, including costs and attorneys' fees arising out of the use of the Facility. Applicant shall further fully reimburse the Releasees for any damages, costs, or expenses resulting from my use of the Facility. Additionally, Releasees shall not be responsible for any loss, personal injury, theft or damage to personal property during the use of the Facility by Applicant.

Applicant shall further indemnify, defend and hold harmless the Releasees against any and all claims and proceedings of any description that may be asserted, directly or indirectly, that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries or damage to any property resulting from the Applicant's use of the Facility.

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Applicant acknowledges that they have read and understand this release, indemnification and hold harmless provision and shall agree to it voluntarily either individually or on behalf of the group or organization they are renting the Facility for or on behalf of. Applicant expressly acknowledges that the Releasees will not be liable for any damage or injuries resulting from said rental use.

### **9. REVOCATION**

The Town reserves the right to deny, condition, or revoke use of the Room for operational, safety, legal, or policy reasons including, but not limited to, failure to comply with the terms contained herein and/or in the Use Policy and Procedures for the Facility, or the request of an entity with a higher priority of use for use of the Facility at the same time.