

SCITUATE MARITIME CENTER REGISTRATION FORM

Located at 119 Edward Foster Road, Scituate, MA 02066

Mailing address: Town of Scituate c/o Town Administrator's office, 600 Chief Justice Cushing Highway,
Scituate, MA 02066

A separate form is required for each event. Please complete this form in full, including **ALL** requested information.

PLEASE PRINT CLEARLY

Date Requested: _____

Start Time: _____ End Time: _____

User's Name: _____

Street Address: _____

Home Phone: _____ Cell: _____

Type of Event: _____ No. Guests _____

Caterer's Name: _____ Phone: _____

Outside Vendor: _____ Phone: _____

If applicable, type of music: _____

Anticipated date of any scheduled deliveries: _____

Applications will not be processed until all items are completed

FOR OFFICE USE ONLY

___/___/___ Renter deposit received (\$100) ___/___/___ Base Rental Received (\$450 Resident/\$600 Non-Resident ___/___/___ Extra time (\$50/hour)

___/___/___ Rental agreement signed ___/___/___ Liability insurance forms on file

Deposit refunded ___/___/___

1. Payment Terms:

USER REGULATIONS, RENTAL CONSENT, AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

Use of Scituate Maritime Center ("SMC") for a specific date entails a User Fee of \$450 (resident) or \$600 (non-resident), a refundable security deposit of \$100, and a signed rental agreement 30 days prior to the scheduled event at SMC. In the event of a cancellation by the User at least 60 days before the planned date and time specified in this agreement, the security deposit will be repaid to the User and the User Fee will not be returned unless the SMC is rented for that date and time by another User. Please submit the deposit and rental fee in two separate checks.

All checks should be payable to "Town of Scituate" and mailed to Town of Scituate, Town Administrator's Office, 600 Chief Justice Cushing Highway, Scituate, MA 02066.

2. User Regulations:

User agrees to comply with the following provisions related to User's use of Scituate Maritime Center ("SMC") and surrounding grounds of the Scituate Maritime Park ("SMP").

- A. Maximum occupancy in SMC may not exceed 90 persons without tables (50 with table and chairs). This includes your guests as well as the caterer and bartender.
- B. If beer and wine will be served at the event, the caterer or bartender must obtain a one-day beer and wine license from the town. The license fee is \$50 payable to the Town of Scituate. Beer and wine may not be served after 10:30 p.m. or for longer than a four (4) hour period. Beer and wine may not be sold for cash or "drink tickets" or by any other method. Beer and wine may not be served to or consumed by persons under age 21. If beer and wine is served at a function, User is required to employ a caterer or bartender (TIPS certified) from our approved list of vendors having a liability insurance policy satisfactory to the Town of Scituate of at least \$1 million, on which the "Town of Scituate" is named as an additionally insured party. The certificate must be filed with the Town at least 15 days before the event; otherwise the booking will be cancelled. (A list of approved caterers and bartenders currently maintaining such a policy is available from the Town). All beer and wine must arrive and be removed on the day of the function and must not be left unattended. If "independent contractors" are used by the catering bar service to serve beer and wine, the caterer must notify the Town and the certificate or other documentation signed by the insurance company's agent must state that the liability coverage applies to "independent contractors" as well as to employee. **STRICT ADHERENCE PROTECTS ALL PARTIES.**
- C. The Town reserves the right to require a police detail to control vehicle traffic during User's function at its sole discretion. Vehicles may be parked only in marked spaces at the SMP or will be ticketed/towed.
- D. User and User's guests must comply with all applicable state and town by-laws and regulations.
- E. Music may be played only at low amplification (i.e., not annoying to the nearby residents). Music must be played inside the building and is not allowed after 10:30 p.m.

F. Balloons, confetti, rice, rose petals, or similar materials MAY NOT BE USED in the building. Birdseed may be used outside.

G. While the User has exclusive use of the SMC Meeting Room, it is understood the restroom facilities will be shared with and available to all SMP patrons during any function.

H. Only vehicles with handicap plates or placard may park in the designated handicapped spaces; all others must park in the spaces around the SMC building. Parking is prohibited where it would impede emergency vehicles or traffic associated with the ongoing activities of the SMP, an active marina. This provision is strictly enforced.

I. User must comply with posted rules and regulations concerning the use of the SMC and other portions of the SMP and surrounding grounds.

J. User must return SMC and the surrounding areas to their state prior to use by User and User's guests. This includes removing all interior and exterior decorations and trash from the premises. While there is a dumpster on the premises, this dumpster is for the exclusive use of the marina patrons. Use of the dumpster will result in loss of security deposit and additional cleaning charge. No food or other articles shall be left behind by User. If User fails to comply with its obligations under this paragraph, the Town may withhold all or part of the security deposit.

K. Smoking in town owned facilities is strictly prohibited and includes the deck surrounding the SMC.

L. All set up and clean up times, including deliveries, must be scheduled in advance (and around other functions, and generally on the day of the User's function). User and User's caterers, bartenders, and florists may, without charge, have a total of one (1) hour, in addition to the time allotted for User's function, to set up prior to function or to clean up at end of function. User will be charged \$50.00 per hour for additional set up and clean up time (which may be withheld from Security Deposit), payment for which is due at the time the additional time is scheduled.

M. Access to the SMC is provided through the Scituate Police Station where a key can be signed out to the User. The SMC must be vacated and locked up by 11:00 p.m. with the key returned to the Scituate Police Station within twenty-four (24) hours of the event. Failure to return the key in the timeframe specified will result in forfeiture of the security deposit.

N. Activation of smoke alarms or use of fire extinguisher must be reported to the Town immediately. A notice of whom to call or contact should any emergency arise can be found in the storage closet near the door to the outside deck.

O. No tacks, nails or tape may be used on the interior or exterior of the SMC.

P. Rental furniture may not be used unless specifically agreed to by the Town. If chairs and tables other than what is supplied by the Town are used, then per the Scituate Fire Department occupancy is limited to 50 persons.

3. Use of the Premises:

In consideration of the payment by the user and the other agreements contained herein, the Town hereby agrees to permit the use of the SMC by the User at the date and time for the purpose specified above. Use of the grounds surrounding requires separate permission from the Town and must be requested at the time of the scheduling. The Town reserves the right to decline rental for reasons which the Town deems inappropriate.

4. Damage to Premises; Security Deposit:

User is responsible for all damage to the SMC and the surrounding grounds and other property (including vehicles) caused by User or User's guests or as a result of User's function. To secure a portion of such obligation and User's obligation under paragraph 3, User shall pay to the Town, at the time specified in paragraph 2, a security deposit of \$100 to be held by the Town and applied to the cost of repairing any damage or cleanup for which User is responsible. To the extent not required to be so applied, the Town shall repay such deposit to User within thirty (30) days after User's function or as soon thereafter as the Town can determine the cost of repairing any damage or any cleanup for which User is responsible.

5. Release and Indemnification:

User agrees to forever RELEASE the Town, a municipal corporation of the Commonwealth of Massachusetts, and all their employees, officers, agents, board members, volunteers, booking agent and any and all individuals and organizations assisting or participating in voluntary uses of the SMC from any and all claims, actions, rights of action, and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future directly or indirectly, from known and unknown personal injuries to anyone connected with the scheduled use of the SMC facility, or property damage resulting from User's use of the facility.

User also promises to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releases against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to anyone in User's party or property damage resulting from User's participation in the event schedule for User's use or administration of first aid.

User further affirms that User has read this Release from Liability and Indemnity Agreement, and that User understands the contents of this Agreement. User understands that participation in this event by User's guests is voluntary and that User's guests and User are free to choose not to participate in said programs. By signing this Agreement, User affirms that User has decided to allow User's guests to participate in the use of the SMC facility with full knowledge that the Releases will not be liable to anyone for personal injuries and property damage User's guests may suffer in voluntary use of the facility. Permission is granted for any emergency medical treatment needed.

User acknowledges that the Town and the Indemnities are relying on User's obligations hereunder and that the Town would be unwilling to enter into this User Agreement in the absence of the release and Indemnities contained herein.

Signature of Person Signing Rental Agreement: _____
(Printed): _____ Date: _____

Booking Agent, Town of Scituate

By: _____