



Scituate Harbor Community Building  
44 Jericho Road

**Mailing address: Town of Scituate c/o Select Board Office,  
600 Chief Justice Cushing Highway, Scituate, MA 02066**

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

**PLEASE PRINT CLEARLY**

Today's Date: \_\_\_\_\_

**RENTAL DATE REQUESTED:** \_\_\_\_\_

\*TIME SLOT: 9:00AM – 3:00PM  -or- 5:00PM – 11:00PM

*(\* This is a 6-Hour Rental, which includes your set-up/clean-up. Additional hours over the 6-Hour rental, if available, is an additional \$50 per hour. Pour time for alcoholic beverages is 4-hours only)*

User's Name: \_\_\_\_\_ Email: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Type of Event: \_\_\_\_\_ No. of Guests \_\_\_\_\_

Caterer's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Would you like to serve alcohol? Yes \_\_\_ No \_\_\_

**If yes, you must employ a caterer or bartender from our pre-approved list or obtain the prior approval of the Select Board or its designee to use a non-listed caterer or bartender.** Please see the below Use Regulations, Rental Consent, and Release From Liability and Indemnity Agreement for details.

**FOR OFFICE USE ONLY:**

Security Deposit Received (\$100) \_\_\_/\_\_\_/\_\_\_      Rental Agreement Signed \_\_\_/\_\_\_/\_\_\_

Event Calendar \_\_\_/\_\_\_/\_\_\_      Rental Fee Received (\$300 Resident/\$400 Non-Resident) \_\_\_/\_\_\_/\_\_\_

One-Day Received | 12C Notification \_\_\_/\_\_\_/\_\_\_      Extra Time (\$50/hour) \_\_\_/\_\_\_/\_\_\_

Doors Scheduled \_\_\_/\_\_\_/\_\_\_      Email Sent \_\_\_/\_\_\_/\_\_\_      Deposit Refunded \_\_\_/\_\_\_/\_\_\_

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

## 1. Payment Terms:

Use of Scituate Harbor Community Building (“SHCB”) for a specific date entails a User Fee of \$300 (resident) or \$400 (non-resident), plus a refundable security deposit of \$100, and a signed rental agreement 30 days prior to the scheduled event at SHCB. 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 SHCB 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, Select Board 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 Harbor Community Building (“SHCB”):

- A. Maximum occupancy in SHCB may not exceed 340 guests which includes the caterer(s), waitstaff and/or bartender(s). Occupancy over 100 guests will need to be approved by the Scituate Fire Department.
- B. The SHCB building has heat/air-conditioner. While there is not a full-service kitchen, there is refrigeration and a prep-sink. There are ten (10), six-foot long tables; two (2) eight-foot tables, six (6), 48” round tables and 70 chairs. The Town does not provide dinnerware or linens.
- C. Alcohol Service:
  - a. **When alcohol is to be served, User is required to employ a caterer or bartender from our pre-approved list of vendors or obtain the prior approval of the Select Board or its designee to use a non-listed caterers, bartenders, or servers (collectively, “non-listed vendor”).** When using a pre-approved vendor, User is required to notify the Select Board/Town Administrator Office 30 days prior to the event of the vendor selected. Requests to use a non-listed vendor must be made in writing at least 30 days before the event to the Town Administrator/Select Board’s office. Only those vendors that hold a liability insurance policy in the amount of \$1,000,000 per occurrence, with the Town of Scituate named as an additional insured, will be considered. Approval to use a non-listed vendor shall also be conditioned on the provision of valid and unexpired TIPS training certificates to the Town Administrator/Select Board’s office at least 10 days prior to the event for everyone that intends to serve alcohol during the event. Where the non-listed vendor is not licensed pursuant to G.L. c.138, §12C, the vendor shall obtain a one-day license to serve alcohol pursuant to G.L. c.138, §14 from the Select Board. It is the obligation of the User to ensure that the selected vendor is aware of the limits on alcohol sale contained in this Agreement.
  - b. Alcohol may not be served after 10:30 p.m. or for longer than a four (4) hour period. Alcohol may not be served to or consumed by persons under age 21. Alcohol must arrive and be removed on the day of the function by the approved caterer/bartender and must not be left unattended. User MAY NOT provide the alcohol for the event.

- D. 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 SHCB or will be ticketed/towed.
- E. User and User's guests must comply with all applicable state and town by-laws and regulations.
- F. Music is allowed. Music must be played inside the building and is not allowed after 10:30 p.m.
- G. **Balloons and battery-operated candles may be used inside the building (*Lit candles prohibited*).** Balloons, confetti, rice, rose petals, or similar materials **MAY NOT BE USED OUTSIDE** the building. Birdseed may be used outside.
- H. Only vehicles with handicap plates or placard may park in the designated handicapped spaces; all others must park in the spaces around the SHCB building. Parking is prohibited where it would impede emergency vehicles or traffic associated with the ongoing activities of the SHCB.
- I. User must comply with posted rules and regulations concerning the use of the SHCB and other portions of the SHCB and surrounding grounds.
- J. User must return SHCB and the surrounding areas to their state prior to use by User and User's guests. This includes breaking down table and chairs. Chairs are stored in the back room and tables in storage closet. Also remove all interior and exterior decorations and trash from the premises. **Users are responsible for taking all of their trash with them.** While there is a dumpster on the premises, this dumpster is **NOT FOR USE** by User or caterer/bartenders. 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 the User fails to comply with its obligations under this paragraph, the Town may withhold all or part of the security deposit.
- K. Smoking is strictly prohibited in the building.
- L. Access to the SHCB is scheduled through an automatic door opening/closing system based on your 6-hour rental. Doors will be locked by 11 PM nightly.
- M. 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 issues arise can be found on the wall near the former coat closet in the bar area. **For public safety emergencies you should call 911.**
- N. NO tacks, nails or tape may be used on the interior or exterior of the SHCB. If the User fails to comply with its obligations under this paragraph, the Town may withhold all or part of the security deposit.

### **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 SHCB 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 SHCB 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 2, User shall pay to the Town, at the time specified in paragraph 1, 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, its officers, agents, employees, volunteers, booking agent and any and all organizations assisting or participating in voluntary uses of the SHCB facility from any and all claims, actions and causes of action that arise from or relate to User's use of the SHCB facility. User further agrees to INDEMNIFY, REIMBURSE, DEFEND AND HOLD HARMLESS the Town, its officers, agents, employees, volunteers, booking agent and any and all organizations participating in voluntary uses of the SHCB facility against any and all claims, actions and causes of action, including all costs and attorney fees that may be asserted against them arising from or related to User's use of the SHCB facility.

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 SHCB 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**

\_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ Name Printed

\_\_\_\_\_  
By: Booking Agent, Town of Scituate