

SCITUATE MARITIME CENTER REGISTRATION FORM

Located at 119 Edward Foster Road, Scituate, MA 02066
Mailing address: P.O. Box 583, Scituate, MA 02066 781-923-1475
email: bookings@scituatemaritimecenter.com

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

PLEASE PRINT CLEARLY

Date(s) Requested: _____ Starting Time: _____

Ending Time: _____

User's Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email Address: _____

Type of Event: _____ No. Guests: _____

Caterer's Name: _____ Phone: _____

Outside Vendor: _____ Phone: _____

Other: _____ 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) Deposit refunded ____/____/____

____/____/____ Base rental received (\$350) Fee waiver approved ____/____/____

____/____/____ Extra time (\$50/hour) - \$_____ Liability insurance forms on file _____

____/____/____ Rental agreement signed Caterer deposit received (\$200) _____

**PLEASE READ USER REGULATIONS WHICH FOLLOW
AND MUST BE SIGNED TO PUT AGREEMENT INTO FORCE**

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

1. Payment Terms:

Use of Scituate Maritime Center ("SMC") for a specific date entails a User Fee of \$350, a refundable security deposit of \$100, and a signed rental agreement 30 days prior to the scheduled event 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.

If a caterer is to be used and the caterer does not have a \$200 security deposit on file with the Foundation, then such a security deposit must be paid no later than 30 days in advance of the reserved date.

All checks should be payable to "Scituate Maritime Center Foundation" and mailed to P.O. Box 583, 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. Attendance in SMC may not exceed 90 persons without tables (50 with tables). The Scituate Maritime Center Foundation ("Foundation") may verify the number of persons attending by contacting User's caterer and bartender. (See also item P)
- B. Alcohol may not be served after 10:30 p.m. or for longer than a four (4) hour period. Alcohol may not be sold for cash or "drink tickets" or by any other method. Alcohol may not be served to or consumed by persons under age 21. If alcohol is served at a function, User must employ a caterer or bartender (bartender must be TIPS certified) having a liquor liability insurance policy satisfactory to the Foundation of at least \$1 million, on which the "Scituate Maritime Center Foundation" is named as an additional insured party. Certificate must be filed with the Foundation at least 15 days before the event, otherwise the booking will be cancelled. (A list of caterers and bartenders currently maintaining such a policy is available from the Foundation.) All liquor 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 alcohol, the caterer must notify the Foundation and the certificate or other documentation signed by the insurance company's agent must state that the liquor liability coverage applies to "independent contractors" as well as to employee. STRICT ADHERENCE PROTECTS ALL PARTIES.
- C. The Foundation 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 area residents). Music is not allowed after 10:30 p.m.

- F. 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 Foundation 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 Harbormaster's Office which will provide a key (\$25 key deposit) to the User. The SMC must be vacated and locked up by 11:00 p.m. with the key returned to the Harbormaster's Office 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 Foundation 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 without the prior exclusive written permission of the Foundation.
- P. Rental furniture may not be used unless specifically agreed to by the Foundation. If chairs and tables other than what is supplied by the Foundations are used, then per the Scituate Fire Department occupancy is limited to 50 persons.

Q. Caterers are required to submit a security deposit of two-hundred dollars (\$200) (in addition to User's deposit) which must be received by the Foundation no later than 30 days prior to the function.

3. Use of the Premises:

In consideration of the payment by the user and the other agreements contained herein, the Foundation 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 Foundation reserved the right to decline rental for reasons which the Foundation 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 Foundation, at the time specified in paragraph 2, a security deposit of \$100 to be held by the Foundation 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 Foundation shall repay such deposit to User within ten (10) days after User's function or as soon thereafter as the Foundation 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/or the Scituate Maritime Center Foundation ("Foundation"), a non-profit corporation of the Commonwealth of Massachusetts, and all their employees, officers, agents, board members, volunteers, 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 Foundation and the Indemnities are relying on User's obligations hereunder and that the Foundation 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: _____

SCITUATE MARITIME CENTER FOUNDATION

By: _____

Scituate Maritime Center Foundation is a Massachusetts Corporation and has applied to the IRS as a 501(c)3 non-profit corporation. When its status is granted, a portion of the User's Fee may be deducted as a charitable donation exemption from taxable income.

(For office use only)

RECEIPT OF MONIES RECEIVED

Date: _____

Security deposit received: _____

Base rental received: _____

Dates/times requested: _____

Signed: _____

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www.scituatemaritimecenter.com