

BARN RENTAL AGREEMENT

This agreement is made by and between HAMMOND ACRES CLUB, INC., hereinafter called "CLUB" and _____ of _____ for the use of the barn and its associated Facilities located on the property of CLUB, hereafter called "FACILITIES" beginning on _____, 20__ at _____ M. and ending on _____, 20__ at _____ M. hereafter called "Term".

The person or persons making application for the use of said FACILITIES hereby certify and agree:

- 1. They are a member in good standing of the CLUB.*
- 2. They have reserved the date(s) through the Board's keeper of the Facilities' calendar. At this time that person is Martha Putnam Sites, who can be reached at (413) 268-7865 or mpsites@icloud.com.*
- 3. The capacity of the FACILITIES is 100 people. At the time that this application is submitted, user fees and security deposits shall also be submitted as follows: Groups of 50 or fewer guests - \$50.00 user fee and \$50.00 security deposit, groups between 51 and 75 guests - \$100.00 user fee and \$100 security deposit, and groups between 76 and 100 guests - \$150.00 user fee and \$150 security deposit. If this application is not accepted by the CLUB, the user fee and security deposit shall be refunded. Upon acceptance, the user fee shall not be refundable, even if applicant cancels its use of the facilities. At the end of the Term, once the member has cleaned the facilities and they have been inspected and found to be in good condition, security deposit check will be destroyed.*
- 4. If the applicant wishes to use the CLUB grill, they may either bring their own propane tank for use or submit an additional \$25.00 to replace the CLUB's gas used.*
- 5. Said application and fees MUST be received by CLUB at least seven days before the requested use. However, your date cannot be considered to be fully confirmed until the checks are received, so once you're certain that you will be holding your event on that date, please submit your payment as soon as possible. If another member requests the use of the FACILITIES on the same date(s) that you have requested, and you have not yet submitted your payment, you will be contacted by the keeper of the Facilities' calendar to confirm your reservation and submit your checks, or to say that you are no longer interested in that date and the other member may have it. If you receive such a contact, your prompt reply will be essential or you will lose the date.*
- 6. Members renting the facilities for more than 25 people MUST rent a portable toilet, and have it placed in the designated location, which will be shown to them (see also #5 below). Be advised that when the number of guests exceeds 25, the inside bathroom will be locked.*
- 7. Renter must be physically present to accept deliveries and direct providers (e.g., for tents, food, port-a-potties, etc.) for their event. Renter's cell phone number must be provided to all rental companies for delivery questions. However, not all cell companies get good reception at Hammond Acres, so your presence is required.*
- 8. The person or persons signing this Agreement shall be physically present during those portions of the Term that the FACILITIES are in use by guests. All events must begin no earlier than 11:00 A.M. and end by 11:00 P.M.*

9. *Applicant shall indemnify and reimburse the CLUB, its Board of Directors and individual members, for damage to property arising out of or caused by the negligent acts or omissions of the applicant, his/her family members or other persons during the Term and during any period prior to the term or after said term in which the Applicant sets up or breaks down and cleans up the facilities.*

10. *The applicant or other person or persons requesting the use of the Facilities agrees to indemnify and hold CLUB, its Board of Directors and individual members harmless on account of any negligent, act or omission or the existence of any condition upon the FACILITIES which causes injury to persons or property during the Term and during any period prior to the term or after said term in which the Applicant sets up or breaks down and cleans the Facilities.*

11. *Applicant hereby waives, and releases Hammond Acres Club, Inc., its officers, directors, other members, agents and representatives from, all claims for injuries or damages arising out of the use of said property by Lessee and agree that such rental is at their own risk; further they assume the risk of injury or damage to any guest, invitee or other person or to any property, and agree to hold Hammond Acres Club, Inc., it officers, directors, other members, agents and representatives harmless for all such injury or damage and to defend the Hammond Acres Club, Inc., it officers, directors, other members, agents and representatives in the event any claim is made by any person. Any claim shall be submitted by Lessee to its own home insurance or umbrella insurance carrier.*

12. *CLUB will allow the use or service of alcohol on the premises, however the applicant must abide by all laws and regulations of the Commonwealth and the town of Goshen (if any) with regard thereto, obtain any such permits as may be required, and indemnify and hold harmless, CLUB, it Board of Directors and individual members from any act or injury that occurs as a result of the use or consumption of any alcoholic beverages.*

13. *CLUB shall designate an individual member of its Board of Directors, or another Club member, to perform its functions hereunder. Only that member so designated shall have authority to bind CLUB pursuant to the agreement.*

By signing below the applicant agrees to these terms and acknowledges receipt of the rules and regulation of the CLUB pertaining to the use of the Facilities.

_____ Date
 HAMMOND ACRES CLUB, INC.

_____ Date
 Applicant

Telephone No. ____ - ____ - _____ Email: _____

Fees based on number of guests:

___ 50 or fewer people - \$50 user fee and \$50 security deposit (separate checks)

___ 51- 75 people - \$100 user fee and \$100 security deposit (separate checks)

___ 76 - 100 people - \$150 user fee and \$150 security deposit (separate checks)

Will you be using the Club's grill?

Yes, and we will bring our own propane for use

Yes, an additional \$25 for the Club's gas is enclosed

No

Submit your checks to: ***Jon Sass, HAC Treasurer, 131 Chestnut Street, Florence, MA 01062.***