

TERMS OF USE and RENTAL AGREEMENT

to be completed when Rental Application is approved
Historical Society of the Town of Middletown (HSM)
778 Cemetery Road, Margaretville, NY 12455

THIS AGREEMENT is made between the HISTORICAL SOCIETY OF MIDDLETOWN, INC., a New York not-for-profit corporation with its offices and principal place of business at 778 Cemetery Road, Margaretville, NY 12455 ("HSM"), and _____, residing at _____, (OR with offices located at _____) ("User").

WITNESSETH:

WHEREAS, The Middletown History Center hall and its grounds, owned by HSM, are available from April 1 through November 15 for parties, receptions, meetings or other functions held by individuals, businesses or non-profit organizations as approved by the HSM Board of Trustees. The facility is not available on holidays, or on dates when HSM has scheduled a program or activity; and

WHEREAS, The event accommodates a maximum of 80 people; Folding tables and chairs are available; The hall is handicapped accessible and there is an ADA-compliant rest room; There is parking for four vehicles near the entrance with additional parking that requires a slight uphill walk; and

WHEREAS, User wishes to rent the event hall and/or the grounds of the Middletown History Center located at HSM's principal place of business at 778 Cemetery Road in the Village of Margaretville for a (describe event) _____ to be held on _____, 202__, from _____ AM/PM to _____ AM/PM (the "Event"); and

WHEREAS, HSM is willing to rent its event hall to User for the Event, subject to the Terms of Use set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, HSM and User do hereby mutually agree as follows:

Terms of Use

Fee and Deposit:

Following approval by the HSM Board of Trustees of rental application and event date, payment of \$200.00 (rental fee of \$150.00 plus \$50.00 refundable deposit) and this signed Agreement are due. If full payment and an executed copy of this Agreement are not provided at least two weeks prior to the event, the reservation is rescinded. The rental fee may be reduced or waived at the discretion of the HSM Executive Committee.

After the Event, an HSM representative shall inspect of the hall and grounds for any damage that may have been caused by the Event. If no damage is detected, the refundable deposit will be returned within two weeks following the Event. Damage to furnishings, appliances, floors or walls, or failure to abide by any of the terms of this Agreement will result in forfeiture of the deposit.

Cancellation:

Notification of cancellation of event by User must be given to a designated HSM representative at least two weeks in advance of the Event. If the Event is cancelled less than two weeks before the reserved date, deposit shall be forfeited, unless the cancellation is due to circumstances beyond User's control.

Insurance:

HSM is not responsible for loss or damage to persons or property of User, their guests or vendors. Accordingly, all commercial or not-for-profit Users must provide proof of insurance showing at least \$1 million liability coverage naming HSM named as additional insured. The same insurance requirements shall apply to all vendors hired by any User for the Event. Individual Users must provide proof of personal liability coverage of at least \$500,000 naming HSM as an additional insured. If proof of adequate insurance is not provided to HSM at least five days prior to the Event, the Event may be cancelled at the discretion of the HSM Board of Trustees.

Indemnification:

User agrees to defend, indemnify and hold harmless HSM, its officers, employees and agents against all claims, losses, damages, liabilities, costs or expenses, including, without limitation, reasonable attorney fees, costs and disbursements arising out of the use of the event hall and/or grounds pursuant to this Agreement or in connection with the Event which HSM, its officers, employees or agents may suffer by reason of any negligence, fault, act or omission on the part the User, its employees, representatives, third-party vendors, subcontractors, assignees, agents, Event participants or attendees.

Food and Beverage:

Food must be catered or prepared offsite. The HSM kitchen has refrigerator, microwave, coffeemaker and electric range/oven to heat foods before serving. Cookware and utensils are not available. Users must also provide their own tableware, dishes, cups, flatware and table covers. Alcohol is prohibited.

Entertainment:

Bands or DJs are permitted inside the hall only. Volume must be moderated out of respect for neighbors. In no event shall any live or recorded entertainment provided by User continue past 10 p.m.

Tents/Canopies/Portable Toilets:

Outdoor shelters provided by the User may be used, but size and location are subject to approval by HSM. Portable toilets may be required for groups of more than 50 people at the discretion of HSM.

Set-up and Use Times:

The rental fee covers the use of the event hall and/or grounds, as the case may be, for one day only, 8 a.m. to midnight. Inspection of the event hall can be arranged in advance of the Event but setup and break down/cleanup must be done on the day of the Event. All events must end no later than midnight. Keys must be returned to designated HSM representative within 48 hours following the Event. Failure to return all keys provided to User shall result in the forfeiture of the deposit.

Cleanup

User is responsible for removing all decorations, garbage and recyclables from the event hall and HSM grounds at conclusion of the Event, and for taking down and storing all tables and chairs unless HSM advises otherwise. All lights and appliances must be turned off and doors locked at the conclusion of the Event.

No smoking/fires

Smoking is strictly prohibited within the event hall. The fireplace may not be used, nor firepits used outdoors, without expressed permission from HSM.

Pond

The pond shall NOT be used for boating or swimming. Shore fishing may be permitted upon request.

Telephone:

There is no land line at the HSM event hall, but cell service is available.

Acknowledgement:

The undersigned agrees to comply with above Terms of Use. User agrees to leave the building and grounds as they were found – clean and in good condition – and will not hold the Historical Society of the Town of Middletown responsible for injuries to persons or property before, during or after the Event.

User Signature

Print Name & Organizational Title (if applicable)

Date: _____

HSM Signature

Print Name & Title

Date: _____