



Rotary Club of Boothbay Harbor

66 Montgomery Road, Boothbay Harbor, Maine 04538

USE AND OCCUPANCY AGREEMENT

Owner is the Rotary Club of Boothbay Harbor (hereafter "Rotary" or "Rotary Club"), a Maine nonprofit corporation, whose mailing address is Box 518, Boothbay Harbor, Maine 04538.

Rules and agreements:

1. A non-refundable reservation fee of \$50 is required to reserve the occupancy or use (these words are used interchangeably herein) time at the clubhouse situated at 66 Montgomery Road, Boothbay Harbor, Maine.
2. A security deposit of \$ 250 is required. If the kitchen is to be used, an additional security deposit of \$100 is required, and an additional \$100 security deposit is required for refrigeration use.
3. The full, remaining balance of the occupancy or use fees is due _____ weeks prior to the event date.
4. Use or occupancy of the clubhouse facility is limited to the meeting hall, entrance room, and the two bathrooms, and the immediate grounds by the building and the parking area (SEE limitation regarding the storage and trailer area access, below). Maximum occupancy is 100 persons if tables and chairs are set. Open-hall occupancy maximum is 180. The kitchen is available only by written agreement and special arrangement and fees, and includes use of the furnishings therein for meal preparation and cleanup. Refrigerated storage is not included (except by written agreement and special arrangement in advance).
5. This facility and its grounds are Smoke-Free. Smoking is not allowed in or near the clubhouse building. No firearms or fireworks are allowed. Subject to the advance notice specifications listed in Item #6, any function at which alcoholic beverages will be served / consumed requires, in advance, a Certificate of Insurance be provided to Rotary or its agent (sometimes referred to as agent or facility manager) showing the undersigned prospective user or occupier of the facility is insured against liability and also host liquor liability, and that the Rotary Club of Boothbay Harbor is listed as an additional insured in an amount not less than One million (\$1,000,000.00) dollars. To provide this evidence, an ACORD sheet must be provided to Rotary or its agent in advance, showing the insured, the additional insured, host liquor liability coverage (if providing alcoholic beverages at no charge or the event is "BYOB" [bring your own beverage]), and minimum liability of One million (\$1,000,000.00) Dollars. If there will be a charge for alcoholic beverages, then the caterer must be, or provide at the event, a licensed bartender and demonstrate and provide in advance, evidence of the license, the bartender identity, license, employer, training, and liquor liability insurance in the amount of One million (\$1,000,000.00) dollars. The caterer of the function must also have a liquor license and provide, in advance, evidence of it to Rotary or its agent. There are no exceptions. Occupier or user agrees to abide by all laws, regulations and ordinances including but not limited to personal conduct and noise for every person in attendance. The noise level shall be reasonable at all times and quiet shall be maintained after 10pm.
6. Evidence of the various identifications, names, licenses, additional insured, and insurance policy liability amounts and coverage (currently as to insurance, by an ACORD form, or as such information may hereafter be commonly provided) must be provided by the user to Rotary, its agent, or facility manager not less than **two weeks in advance** of the event date. Failure to provide such evidence in a timely manner is grounds for Rotary to terminate this agreement and retain all reservation and security deposit(s).
7. Subject to the advance notice specifications listed in Item #6, the occupier or user must provide proof of liability insurance with "Rotary Club of Boothbay Harbor" listed as an additional insured. The user or occupier agrees to indemnify the Rotary Club against and from all liability resulting from direct or indirect use of the facilities, its equipment, or property. Further, the user or occupier shall be fully responsible and liable for all damages incurred to the buildings, property, equipment and furnishings during the time of use.
8. No existing decorations in the facility are to be disturbed without prior arrangement with the facility manager. All user decorations or hangings are to be fastened so as to not damage, scar, paint or stain any clubhouse surface. No pins, nails, screws, or other fastenings that would leave *even a mark* shall be used. Rotary, its agent, or facility manager can help choose methods for decorating that will not do damage. The facility shall be left in the condition it was found. This includes the removal of all waste, including pet waste on the grounds, trash, decorations, and the cleaning of the floors. Prior arrangements can be made for cleaning services to clean floors, etc. for a fee.

If the kitchen is used, it will be returned to the professionally clean state it was found, with all items returned to their places, clean and ready for use. Cleanup shall be completed immediately following the event unless special arrangements are made in advance with the agent or facility manager. Failure to return the premises in clean condition, or any other breach of the rules relating to condition, will result in the entire security deposit being retained in order to conduct the cleaning or other remediation; no refund of any portion of security deposit will be made if damage, neglected cleaning or other problem has resulted in the premises not being returned in the same condition as when use or occupancy commenced by user or occupier party, when the cleaning and other damage repair costs exceed the security deposit(s). User or occupier shall be liable for additional damages should the security deposit not cover the actual remediation costs. No accounting shall be required for cleaning and otherwise remediating the breach of the rules or terms of this agreement relating to the condition at the end of the time of use.

9. The user or occupier agrees to abide by any and all house rules, whether promulgated before or after the execution of this Agreement, including but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas, as listed herein or as may be provided in an attachment. **NO** fire, charcoal, propane or other flammable products, including grills of any type, are to be used within the building, on the grounds, or the outside porch/deck areas. The user must attend to any propane fired appliance at all times. No pets shall be brought on the premises without prior express consent (and noted on this agreement) of the Rotary Club.
10. The Rotary Club shall not be liable for any failure or delay in performing any duties imposed by this Agreement as long as it makes reasonable efforts under the prevailing circumstances to perform those duties.
11. The failure of either party to Agreement to insist on the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
12. Occupancy or use by user, his, her, their, or its guests and invitees at all times is non exclusive. Rotary, its agent or facility manager shall have the right to enter the premises to enforce the rules, inspect and protect its property and upon completion of the time of use, (for user or occupier and invitees and guests to use or occupy) to enter and resume Rotary's own exclusive possession and use. Further, the user, occupier or his, her, their or its guests or invitees shall have no right to access or enter into or upon, or to block entry to the storage area and trailer, or to access it or the shed near it. Free access by one motor vehicle shall be maintained at all times in order that Rotary, its members, agents, guests and invitees may have such access to the storage and trailer areas. User party vehicles blocking access to the storage and trailer areas will be towed, and subject to the conditions of #13 below.
13. Parking is very limited and some parking may have to be on Montgomery Road or elsewhere, which is not a part of the Rotary owned premises. All parking is at the vehicle owner's risk, whether on the Rotary premises or elsewhere. Vehicles left on Rotary property after the time of use and occupancy has expired by more than one hour shall be subject to towing. All towing and storage fees, and any damages resulting from towing, shall be borne by the vehicle owner.
14. Owner shall have all remedies at law and equity for the breach of the agreement and recommencing its sole possession.

Nature and/ or name of the event: _____

Occupancy or use by prospective user pursuant to this agreement shall commence on ___/___/___ (mm/dd/yy) for _____(Hours) beginning at _____ (time in 24 hr) and terminate and end on _____ (mm/dd/yy) at _____ (time in 24 hr), after which time the occupier or user, its invitees and guests shall vacate, and Rotary/Owner immediately shall resume, have or take exclusive possession of the premises. (***Be sure to allow time for cleanup***). Any occupier or user, its invitees and guests, who remain at the premises after the end or termination of the time of use, shall be trespassers.

All communications to user or occupier may be sent via any reasonable communication method, including but not limited to email, instant message, or message left on voicemail.

User/Occupier Party or Organization / Corporate Name: _____ (Please print)

User's or Occupier's Name, - OR- If Organization or Corporation, agent's name:

Mailing Address: _____
(street, PO Box #)

(city) _____ (state) _____ (zip) _____

Local address: _____

Physical address if regular address is a P.O. Box: _____

Cell phone: (____) _____ Home Phone: (____) _____

Email: _____

Individual Signature and Date: _____ (____/____/____) (MM/DD/YY)
By my signature I understand and agree to all terms and conditions of this agreement.

For organization / corporation, the signature *of officer* of: By _____
Who's (Title) is: _____

For Organization / Corporate, name if applicable: _____

Attachments, incorporated into this agreement: (Please circle to indicate)

- Kitchen rules and use instructions are attached (Y / N)**
- Refrigerator rules and use instructions are attached (Y / N)**

Pets (will) / (Will not) be permitted. If permitted, please list the following for each pet:

Identification, breed, name	Identification, breed, name
_____	_____
Identification, breed, name	Identification, breed, name
_____	_____
Identification, breed, name	Identification, breed, name
_____	_____

Please remember, pet waste must be picked up and removed with the trash.

