

Historic Winslow House Rental Contract

Terms of Agreement

- 1) **FEE:** The rental fee is \$ 200.00 per hour. (Note: for Winslow House members, the fee is \$125.00 per hour.) There is a minimum rental time frame of three hours. This fee covers the use of the Tea Room, kitchen, bathrooms, front barn, and outside yard for a period not in excess of twelve consecutive hours during the hours of 9:00 am until 12:00 am. A deposit of \$ 300.00 is required a minimum of 2 weeks ahead of the agreed-upon event date, and the balance is due on the day prior to use.

If a renter desires to have an event using the yard only, a special fee may be arranged.

NOTE: the historic section of the house is off-limits to private parties and may not be used.

CANCELLATION POLICY: Renter has up to 30 days prior to event to cancel without penalty. If event is cancelled less than 30 days prior, renter is responsible for 50% of property rental.

- 2) **CLEANING SERVICES:** In addition to the rental charge, an additional fee of \$75.00 will be added for the clean-up of the rental area. This includes cleaning of the kitchen, bathrooms, Tea Room, outside area and any additional area that the renter may have utilized during use of the property. If additional charges above the \$ 75.00 fee are needed, the Winslow House Association reserves the right to assess said fees to the renter in order to make the facility compliant with all codes and standards set by the Town of Marshfield and the Commonwealth of Massachusetts.
- 3) **CAPACITY:** The maximum allowable amount of persons using the indoor section of the premises is 75. If an event combines the indoor and outdoor facilities, the maximum allowable amount of persons is 250. If an event is using both indoor and outdoor facilities, the renter is obligated to contact the Marshfield police department and arrange for a detail patrol if required.
- 4) **FOOD:** All food must be furnished and served by a licensed caterer employed by renter and approved by the Historic Winslow House Association. The caterer may use the kitchen appliances (stoves, refrigerator, sinks, etc.) but must have permission before using any plates, pans, utensils and similar equipment. It is strongly recommended that the renter provide their own plates, utensils, etc. The caterer shall leave the kitchen in clean and tidy condition and all rubbish and recyclables shall be removed.
- 5) **TABLES & CHAIRS:** Upon renter's request, tables and chairs accommodating up to 100 persons will be set up by the Winslow House and/or the caterer in the Tea Room or yard. All tables and chairs that are moved must be returned to their original spot.
- 6) **ALCOHOL & BEVERAGE SERVICE:** Liquor may be served as long as the renter and/or the caterer hired by the renter have obtained a permit from the Marshfield Board of Selectmen, and provide satisfactory evidence of insurance including general liability and liquor liability when alcohol is to be served. The certificate of insurance must name the Historic Winslow House as an additional insured.

- 7) **TENT:** Tents may be rented and utilized in the yard. They must be set up by certified and insured professional tent installers.

OTHER ACTIVITIES:

- 8)
- a) **Smoking:** Only permitted outside in designated area.
 - b) **Music:** Arrangements for band, disc jockey service, or any other provision for music must be made directly by renter. Noise must be maintained at an acceptable level for neighborhood. All music **must** have ended by 10:45 pm.
 - c) **Dancing:** Permitted in Tea Room and patio area. If portable dance floor is provided by renter, also permitted in yard.
 - d) **Fireplace & candles:** These cannot be used under any circumstances unless special permission has been granted the renter by the Historic Winslow House Association.
 - e) **Decorations:** Any streamers, lights, or special ornamentation must be removed by the end of festivities. No holes may be put into walls. No confetti may be used. No permanent markings may be left.
- 9) **CONDITIONS OF PREMISES:** Historic Winslow House Association shall be responsible for providing reasonably clean and neat facilities at the outset of the rental period and for the working conditions of the kitchen appliances and bathroom facilities. Renter shall be responsible for leaving the facilities in similar clean and neat condition at the conclusion of the rental, with all items returned to their proper places and all rubbish removed.
- 10) **LIABILITY:** Historic Winslow House Association shall have no liability to renter formatters neither beyond its reasonable control nor for consequential or incidental damages. In the event of Historic Winslow House Association's inability to perform, its liability shall be limited to the return of all or part of the rental fee. The rental party shall be liable for, and shall indemnify and hold harmless Historic Winslow House Association from and against all aspects of the activities of the rental party and its guests, agents and employees of the premises during the rental. Such responsibility of rental party shall include, without limitation, the following:
- a) Damages to or loss of any property of Historic Winslow House Association or others.
 - b) Personal injuries.
 - c) The service of food and beverages, including compliance with applicable laws and regulations.
 - d) The purchase, transportation, obtaining of licenses and consumption of alcoholic beverages, including compliance with applicable laws and regulations and appropriate monitoring of alcohol intake by users.
 - e) The renter shall assume liability for any material damages to the property incurred directly or indirectly as a result of their use of the property.

I have read and agree to the terms and stipulations set forth in the above rental agreement:

Print Name

Sign Name

Date