SMC REGISTRATION FORM

Located at 119 Edward Foster Road, Scituate, MA 02066
Mailing address: Town of Scituate c/o Select Board Office, 600 Chief Justice Cushing Highway, Scituate, MA 02066

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

PLEASE PRINT CLEARLY

Today's Date: _____

EVENT Date Requested: _____

*EVENT TIME: 10:00AM – 2:00PM ☐ **-or-** 6:00PM – 10:00PM ☐

This is a 6-hour rental 9am-3pm, which includes 1-hour set-up/clean-up.

This is a 6-hour rental 5pm-11pm, which includes 1-hour set-up/clean-up.

User's Name: _____Email: _____

Mailing Address: _____ Town: _____

Zip code: _____ Phone: _____

Type of Event: _____ No. Guests_____

Will you be renting a Tent? Yes ☐ No ☐ If **yes, a building permit is required along with prior approval from Select Board Office** (refer to user agreement items: **L.** & **P.**).

Caterer's Name: _____ Phone: _____

Would you like to serve alcohol? Yes☐ No☐ ***(Pour time for alcoholic beverages is 4-hours only)***

If yes, you must employ a caterer or bartender from our pre-approved list. Please see the below Use Regulations, Rental Consent, and Release From Liability and Indemnity Agreement for details.

FOR OFFICE USE ONLY:

Security Deposit ($200 Resident /$250 Non-Resident) ___/___/___ Rental Agrmt Signed __/___/___

Event Calendar ___/___/___ Rental Fee Received ($500 Resident/$800 Non-Resident) __/__/__

One-Day App Received | 12C Notification ___/___/___

Doors Scheduled ___/___/___ Email Sent ___/___/___ Deposit Refunded ___/___/___

1. Payment Terms:

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

Use of Scituate Maritime Center ("SMC") for a specific date entails a User Fee of $500 (resident) or $800 (non-resident), a refundable security deposit of $200 (resident) or $250 (non-resident), and a signed rental agreement 30 days prior to the scheduled event at 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. Please submit the deposit and rental fee in two separate checks.

All checks should be payable to "Town of Scituate" and mailed to Town of Scituate, Select Board Office, 600 Chief Justice Cushing Highway, 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. Maximum occupancy in the SMC may not exceed 50 persons.

B. **When alcohol is to be served, User is required to employ a caterer or bartender from our pre-approved list of vendors or obtain the prior approval of the Select Board or its designee to use a non-listed caterer, bartender, or servers (collectively, "non-listed vendor"). User is required to notify the Select Board/Town Administrator Office 30 days prior to the event of the vendor selected.**

C. The Town 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 within the SMP. There is no on street parking or vehicles could be ticketed/towed. **Please Note:** The SMP has active boat storage during the months of April and May which reduce the size of the lot for guest parking.

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 residents). Music must be played inside the building and is not allowed after 10:30 p.m.

F. Balloons, candles, confetti, rice, rose petals, or similar materials MAY NOT BE USED at the facility. Birdseed may be used outside. Battery operated candles ONLY.

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 breaking down table and chairs. Chairs are stored in credenza and tables in storage closet accessible from the outside deck. Also remove 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 the User fails to comply with its obligations under this paragraph, the Town 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 and tents, 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, request additional time charged at $50 per hour. 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 scheduled through an automatic door opening/closing system based on your 6-hour rental. Doors will be locked by 11 PM nightly.

N. Activation of smoke alarms or use of fire extinguisher must be reported to the Town immediately. A notice of whom to call or contact should any emergency arise can be found on the door of the small caterer's closet.

O. No tacks, nails or tape may be used on the interior or exterior of the SMC.

P. Rental furniture may not be used unless specifically agreed to by the Town. If chairs and tables other than what is supplied by the Town are used, then per the Scituate Fire Department occupancy is limited to 50 persons. Tent rentals require a permit through the Building Department.

Q. Use of outdoor propane heaters is permitted. Any more than 40 pounds (2 tanks) in use requires a permit from the Scituate Fire Department. If the heaters are to be used inside an enclosed tent, the Scituate Fire Department would also require a CO detector & fire extinguisher. If you, or your caterer/bartender, would like to use outdoor propane heaters for an event, please:
   1. Notify the Town Administrator/Select Board office in writing or via email of the date of use.
   2. Contact the Scituate Fire Department directly at 781-545-8748 to obtain the appropriate permits.

3. Use of the Premises:

In consideration of the payment by the user and the other agreements contained herein, the Town 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 Town reserves the right to decline rental for reasons which the Town 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 Town, at the time specified in paragraph 2, a security deposit to be held by the Town 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 Town shall repay such deposit to User within thirty (30) days after User's function or as soon thereafter as the Town 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, its officers, agents, employees, volunteers, booking agent and any and all organizations assisting or participating in voluntary uses of the SMC facility from any and all claims, actions and causes of action that arise from or relate to User's use of the SMC facility. User further agrees to INDEMNIFY, REIMBURSE, DEFEND AND HOLD HARMLESS the Town, its officers, agents, employees, volunteers, booking agent and any and all organizations participating in voluntary uses of the SMC facility against any and all claims, actions and causes of action, including all costs and attorney fees that may be asserted against them arising from or related to User's use of the SMC facility.

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 Town and the Indemnities are relying on User's obligations hereunder and that the Town 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

_____ Date_____

_____Name Printed

_____

By: Booking Agent, Town of Scituate