

BOSWELL COMMUNITY/SENIOR CENTER
LEASE AGREEMENT

The Town of Boswell and _____ (Function Sponsor) hereby agree to the lease of the Community/Senior Center on _____ at a rate of \$25.00 per hour subject to the following terms and conditions:

1. The Town of Boswell retains the right to modify or cancel its obligation under this agreement in the event of occurrences beyond the control of the Town of Boswell (public emergency, acts of God, etc.) reduce its capacity to provide facilities. The Town of Boswell shall not bear liability to the Function Sponsor, any function participant or any third party for the modification or cancellation of this agreement resulting from such occurrences. The Town of Boswell shall not be liable for any consequential damages for its breach of this agreement.
2. No alcoholic beverages or smoking are allowed.
3. All decorations, buntings, draperies, curtains must be made of non-combustible materials. Any activities or decorations involving the use of open flame are prohibited.
4. Local and State Fire Codes must be observed at all times . Safety guidelines can be obtained from the local fire Marshall.
5. Fire exits, aisles and equipment can not be blocked in any way.
6. No items can be attached to floors, walls, ceilings, etc., without prior approval from the Town of Boswell.
7. Function Sponsors are responsible for the protection of walls, furnishings and carpeting to prevent damages both during preparation and through the continuation of activities. DAMAGES AND LOSS WILL BE BILLED TO THE FUNCTION SPONSOR.
8. Electrical outlets have a maximum load capacity of 110V-20 amps. If special or unusual electrical or mechanical needs are requested at least 30 days in advance, arrangements will be made, if possible, and BILLED TO THE FUNCTION SPONSOR.
9. The Town of Boswell shall not bear any liability for the loss, theft or damages to any property belonging to the Function Sponsor or any function participant.
10. The Function Sponsor is required to provide to the Town of Boswell a Certificate of Insurance reflecting insurance coverage in an amount no less

than \$100,000.00 naming the Town of Boswell as the insured, for the function and activities incidental or related thereto, upon execution of this contract.

11. The Function Sponsor assumes all responsibility for and all risk of damage, injury or loss that may occur to the Function Sponsor or any of his/her invitees before, during and following the function, no matter and what the cause, whether obvious or not obvious. In consideration for being permitted to lease the Community/Senior Center, the undersigned releases, discharges, indemnifies and agrees to hold harmless from any and all liability, the Town of Boswell, its officers and agents, its subdivisions and departments and all personnel thereof, and other person or entity, from any and all claims, demands, rights of causes of action, present or future, whether known, anticipated or unanticipated, and resulting from or arising out of, or incidental to, the function which is the subject of this contract, or the facilities or location used for conducting said function.
12. The Community/Senior Center must be left in the original state that it was leased or the deposit will not be returned and the Function Sponsor will be billed for the cleaning services.
13. If function goes over the time limit specified there will be an additional charge of \$50.00 per hour starting at ½ hour after the time reserved.

The Function Sponsor further states:

1. That he/she has voluntarily leased the Community/Senior Center,
2. That he/she is aware of the fact that the function may be inherently dangerous,
3. That he/she is of legal age and competent to sign this waiver, release and indemnification,
4. That he/she has read and understands all provisions herein contained,
5. That he/she understands that this contract will be binding on his/her heirs, estates, assigns, legal guardians and personal representatives.

The Function Sponsor agrees that until a deposit of \$100.00 is paid to the Town of Boswell the date will not be reserved. All reservations must be pre-paid also at least 60 days in advance to guarantee the lease of the Community/Senior Center.

In the event of cancellation of this contract through no fault of the Town of Boswell, there shall be a cancellation charge assessed on all functions as follows; Before 30 business days of function 50% of deposit will be returned, less than 30 business days of the function no deposit will be refunded.

Non-profit organizations such as Girl Scouts, Boy Scouts, Baseball/Softball Leagues, etc., will not be charged to use the Community/Senior Center. If any of these organizations use this facility for a fund-raiser they must purchase a Certificate of Insurance as stated in the line item 10. A donation is also requested

to help with the cost of utilities. Funeral dinners for Boswell residents will be held at Community/Senior Center, if possible, at no charge.

Please sign and return to the Town of Boswell by _____.
Upon receipt of the signed contract and payment your booking arrangements will become definite. Until that time, your space will be held on a tentative basis only. Failure to return signed contract by the date above can result in cancellation of the contract. The execution of the agreement by the Function Sponsor acknowledges its agreement to all terms and conditions of this agreement.

This agreement constitutes the entire agreement between the Town of Boswell and the Function Sponsor. This agreement supersedes all written and oral communications and may not be amended except in writing signed by both parties.

TOWN OF BOSWELL

BY _____

DATE _____

FUNCTION SPONSOR

NAME _____

ADDRESS _____

TYPE OF FUNCTION _____

DATE OF FUNCTION _____

TIMES OF FUNCTION _____

DATE LEASED SIGNED _____