

# Thomas Mill Rental Application

## Applicant Information

Renter:		Email Address:		Today's Date:	
Additional Contact Name:			Cell:	Phone:	
Current address:					
City:			State:		ZIP Code:
Company or Group Rental:					
Company Name:			Address:		
City:		State:		ZIP Code:	
Contact Name:		Phone #:		Other:	

## Rental Information

Date of Event:					
Type of Event:			Hours of event:		Additional hours:
Signature of applicant:				Date:	
MAILING ADDRESS: Town of Hanson , 542 Liberty St., Hanson, MA 02341					<b>Total \$</b>
<b>Deposit Amount:</b>		<b>Check #:</b>		<b>Balance Due: \$</b>	
					<b>Due Date:</b>

*All checks should be made payable to the Town of Hanson.*

**\*FULL PAYMENT IS DUE AT TIME OF BOOKING**

**RENTAL RATE:** The Thomas Mill rental rate is \$40 for 24 hours.

**CANCELLATION POLICY AND DEPOSITS:** There will be absolutely no refunds or exchanges on deposits for Events. Once a deposit is submitted it cannot be returned. A separate cancellation charge will apply for event cancelled within a 2-day timeframe of the event. The Thomas Mill Committee reserves the right to cancel any reservation for any reason; in such an event, The Thomas Mill Committee shall return all deposits and fees paid by the reserving party.

**CHECK POLICY:** Only personal checks, company checks or money orders will be accepted. No cash is accepted. All checks must be made payable to the Town of Hanson.

**\*SECURITY DEPOSIT:** A separate Security Deposit of \$25 is required at the time of booking by a separate check. These funds, made payable to the Town of Hanson, will be returned to the reserving party at the end of the Event and following inspection of the Mill. An inspection of the Mill shall be conducted by the Thomas Mill Committee following the Renter's departure to determine if damage or extensive cleaning is required. The Renter will be notified of any discovered damage and/or that an additional or extensive cleaning is required. The costs incurred by the Thomas Mill Committee in repairing damage, including but not limited to staff costs, will be deducted from the Security Deposit. In the event that the cost of repairing or cleaning the Mill is in excess of the Security Deposit, the Renter agrees that s/he/it shall be fully responsible for costs incurred in connection with repairs and cleaning. The Thomas Mill shall submit a written notice, together with an invoice to the Renter. Renter hereby agrees that the Renter shall submit payment of said invoice to the Thomas Mill Committee within ten (10) days of receipt.

## CONDITION OF PREMISES

Except for pre-approved decorations, the Renter shall not make improvements or alterations to the Mill. The Mill shall be provided as-is, and Thomas Mill Committee makes no warranty to Renter regarding the suitability of the Mill for Renter's intended use. Renter shall leave the Mill in the same or similar condition as when Renter entered, and be responsible for cleanup of the facilities including the disposal of any trash generated by the Event which trash shall be removed from the premises by Renter. Renter shall be responsible for any damage caused to the Mill beyond ordinary wear and tear, and shall be responsible for all costs associated with the repair of any such damage, which shall be deducted from the Security Deposit as aforesaid.

Thomas Mill Committee is a public entity subject to the Americans with Disabilities Act (hereafter "ADA"). Renter's use of the licensed Premises may constitute a public accommodation subject to Title II or Title III of the ADA. If the Event will be open to the general public, Renter shall provide all reasonable accommodations and auxiliary aids and services which may be required pursuant to either Title II and III of the ADA, as applicable, and shall use the Mill in a manner which is readily accessible and usable by individuals with disabilities. Renter's obligations pursuant

to this Agreement shall be construed to include indemnification for any lawsuits or administrative complaints to enforce rights or for damages under the ADA.

**RIGHT OF ENTRY.** Thomas Mill Committee shall have the right to enter the Mill at any time for any purpose, including any emergency that may threaten damage to the Mill, or injury to any person in or near the Mill.

**INDEMNIFICATION.** The Renter shall indemnify, defend and save harmless the Thomas Mill Committee, the Committee's officers, agents, employees, and volunteers from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the use of the Mill, or out of any act or omission by the Renter, its employees, agents, subcontractors, guests, invitees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Renter further agrees to reimburse the Committee for damage to its property caused by the Renter, its employees, agents, subcontractors guests, invitees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Committee's gross negligence or willful misconduct.

The Renter further agrees to indemnify and hold harmless the Committee, including the agents, employees, and volunteers, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the use of the Mill, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Renter, guests, invitees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Renter shall be responsible for all damage or injury to property of any character during the use of the Mill resulting from any act, omission, neglect, or misconduct.

In any and all claims against the Committee or any of their agents or employees by any employee of the Renter, guests, invitees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Renter under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

The Renter hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Renter's employees guests, invitees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Renter or of any guests, invitees, or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under this Agreement.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Renter under this Agreement.

**PERMITTED USE.** Renter is authorized pursuant to this Agreement to use the Mill to hold the Event, as represented herein and Rental Application and for no other purpose, unless Committee gives Renter prior written authorization for additional permitted uses. Renter may not use the Mill in any manner that may render the insurance for the Mill or upon any of Committee's property void, or which may result in increased insurance premiums for Committee with respect to the Mill.

The Renter is aware that any food sales are required to be permitted by the Town of Hanson. Renter is required to obtain said permit from the Board of Health before any sale.

Renter must also obtain proper permits from the Town of Hanson for any use of and removal of Town-approved Porta-Potties from approved vendors.

**SUB-LET CLAUSE.** Renter may not sub-let this space to additional renters. This contract is for the sole use of the Renter signing this contract and no others.

**COMPLIANCE WITH LAWS.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Mill according to the permitted uses set forth in the Rental Application attached hereto. Renter shall not use the Mill in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies the Thomas Mill Committee, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or bylaw related to Renter's use of the Mill.

**FORCE MAJEURE.** In the event that Committee is unable, for reasons beyond its control, to make the Mill available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of rescheduling or cancelling the Event. The Renter may choose an alternate date to hold the Event (the "Alternate Event Date") at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to Committee, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Committee cannot agree

upon an Alternate Event Date within 30 days of the original Event Date, then Committee shall refund to Renter the full amount including the full Deposit. In either case, the Committee shall not be liable for any additional costs or damages suffered by Renter arising out of a rescheduling or cancellation of the Event pursuant to this section.

**TERMINATION FOR CAUSE.** Renter, guests, invitees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable understand and agree to abide by all policies, rules, and regulations of the Committee. Renter understand that in its sole discretion the Committee or its representatives may terminate use of the Rental Property at any time for cause. Cause for termination may include, but is not limited to: inappropriate conduct or other behavior by the Participants deemed detrimental to the best interests of the Mill or other guests; emergencies; or health or safety considerations. No amount paid toward the Reservation will be refunded if Terminated for Cause by the Committee.

**ASSIGNMENT.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

**CHOICE OF LAW.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Massachusetts, without regard to conflicts of law principles.

**FORUM.** In the event of any dispute concerning this Agreement or the use licensed hereunder, suit may be brought only in a court of competent jurisdiction in the Commonwealth of Massachusetts.

**COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**SEVERABILITY.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**NO ESTATE CREATED.** This License shall not be construed as creating or vesting in the Renter any estate in the Mill, but only the limited right of use and entry as hereinabove stated.

**NOTICE.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed, addressed as follows:  
Renter: \_\_\_\_\_

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Renter and Committee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

RENTER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

COMMITTEE MEMBER:

Thomas Mill Committee,

By: \_\_\_\_\_