TOWN OF BROOKEVILLE, MARYLAND

5 High Street, Brookeville, MD 20833 Phone: (301) 570-4465 Email: <u>events@townofbrookevillemd.org</u> Web: <u>www.townofbrookevillemd.org</u>

The Brookeville Academy Community Center Rental Contract

This Contract confirms your rental of the Brookeville Academy for:

Rental date:	Time: from	AM/PM to	o AM/PM (hours)
Name		Phone	
Organization		Alt Phone	
Street		Fax	
City/State/Zip		Email	

Your signature on this Contract confirms that you have read and are in agreement with all rental terms and facility use requirements for the Brookeville Academy.

Please sign each page and return this contract with the rental fee of \$______ and a security deposit of **\$250.00**. Checks shall be made payable to the *Town of Brookeville*.

Your security deposit will be refunded upon a satisfactory inspection of the facility following your event. If additional charges are incurred at that time they will be deducted from the security deposit.

Payment in full is due 14 days prior to the event. Cancellation of this contract within 14 days of the event will result in forfeiture of the deposit.

Additional rental charges will be assessed at \$50 per hour or portion thereof.

Should you have any questions, feel free to contact the Academy Manager at (410) 428-4983 or events@townofbrookevillemd.org.

Signature

Date

The Brookeville Academy Community Center Facility Use Requirements

Failure to adhere to any of the following regulations may result in forfeiture of the Security Deposit.

ACCESSIBILITY - The facility is fully accessible. Contact the Academy Manager for instructions on the use of the automatic door operator and lift.

BEVERAGES – Provide adequate floor protection at beverage stations or other moisture prone activities. Extreme caution is urged in the serving and consumption of alcoholic beverages. *No one under the age of 21 may consume alcoholic beverages in accordance with Maryland State Law.*

CANDLES - Candles are permitted if the flame is enclosed in hurricane lamps and wax spillage is contained.

CAPACITIES - The seating capacity for the Dining/Meeting Room is 65 and the Lecture Hall is 65.

CATERERS/FOOD SERVICE - See Brookeville Academy Food Service Requirements

CLEAN-UP - At the conclusion of the event the Brookeville Academy is to be left clean. Brooms, mops, and other cleaning supplies are located in the closet next to the kitchen. Wipe up any spills and leave the facility broom clean. All trash/recycling is to be separated and removed to the appropriate containers at the rear of the building. Turn off all lights and reset the thermostat to the scheduled temperature. If turned "on", please switch the automatic door opener to the "off" position upon leaving.

CURFEW – All functions must end and guests leave at 10:00 PM on Sunday-Thursday and at 11:00 PM on Friday-Saturday.

DAMAGE - Renters are responsible for any damage to the Academy or its furnishings caused by, but not limited to guests, caterers, florists, photographers, musicians and other vendors.

DECORATIONS - Free standing decorations are encouraged. The use of nails, tacks, tape, or similar materials to affix decorations is prohibited. Coated wire or string may be used to hold decorations to handrails, banisters, etc. Non-stick "painters" tape and removable hanging strips such as 3M CommandTM Brand products, may be allowed with the prior consent of the Events Manager. No throwing rice, confetti, birdseed or similar items. Attachment of flyers, posters, signs and similar items to the building exterior or utility poles is prohibited. All decorations must be removed from the building and grounds by the end of the rental period.

DELIVERIES AND STORAGE - Delivery of items before a function is discouraged, as there is no space or secured area for storage. The Town is not responsible for any equipment or property, which is lost or damaged before, during, or after an event. No vehicles on the brick pavers or grass; all deliveries are to be unloaded from the street and brought in via the side entry. All equipment and property must be removed by the end of the event. Delivery and pick-up must be arranged in advance with the Academy Manager; if early or late pick up is required, additional charges may be incurred.

ELECTRICAL - Electrical outlets are located under each window: in the baseboard of the Dining Room and the floor and at the sides of the platform in the Lecture Hall. Extension cords may be required. No sound system is provided. The Academy is equipped with wi-fi.

ENTRANCE TO THE ACADEMY - The entrance to the Academy is via the side or rear doors. Please note, the side door will lock each time it is closed. To override this, you may turn the automatic door opener which is at the top inside of the door to the "on" position. This allows guests to use the handicap button to open the door without needing a code during your event. Please remember to switch the button back to "off" when your event is over. The front door (on High Street), which opens to the Dining/Meeting Room, is to be used for emergencies only.

FURNITURE - All furniture is to be wiped clean and left in its original location and condition. Furniture and accessories are to remain in the room in which they are found unless a special set-up has been arranged in advance with the Academy Manager; additional charges may apply. Furniture is not to be used outside. First-floor furnishings include six 60" round tables, four 6' rectangle tables, up to 65 dining chairs and one coat rack. Second-floor furnishings include four 6' rectangular tables, up to 20 armchairs, and a lectern. If additional furniture or special equipment is required, it must be rented from an outside vendor.

KITCHEN – The Brookeville Academy does not have an oven/cooktop, but a microwave/convection oven is available for warming small items. There is no freezer or icemaker, but a refrigerator and large cooler are available for use. Do not leave the ice in the cooler, refrigerator or sink; leftover ice is to be removed or discarded in the street, not in the lawn area. See the Brookeville Academy Food Service Requirements.

LICENSES - Any organization or sponsor conducting a function open to the public must obtain proper licensing or permits and follow all regulations, ordinances, and laws set forth by the State of Maryland and Montgomery County. No function may take place without such proper licensing or permits.

LINENS - No linens are provided.

MUSIC/NOISE - The Brookeville Academy is located in a residential neighborhood. **Excessive, high decibel music or other noise causing complaints to the Town and/or Montgomery County Police may result in termination of your event.** Musical activities will be confined to the interior. Audio volume should be within reasonable levels as determined by the Academy Manager.

PARKING - Parking is available across the street behind the Salem United Methodist Church and/or on the street immediately in front of the Academy. The driveway adjacent to the Brookeville Academy at 3 High Street and the parking lot adjacent to Bell & Frech at the corner of High Street and Market Street are private; **parking is prohibited in these locations.**

PUBLIC SAFETY - Renters are prohibited from placing items in corridors or blocking emergency exits. Clearance must also be maintained around sprinkler heads and nothing may be attached to them. The use of flammable materials, open flames, fireworks or other such devices is prohibited.

REHEARSALS - Wedding rehearsals or other pre-event activities may be scheduled for an additional charge.

RENTAL PERIOD – The standard rental period includes a 3 hour event, plus 1 hour set-up and 1 hour cleanup; for a total of 5 hours. Additional time will be charged at \$50 per hour or portion thereof.

SECURITY DEPOSIT – After a post-event inspection, security deposits will be returned unless damage to the building or failure to follow any of the rules and regulations cause partial or total forfeiture. Any additional charges incurred (e.g., additional hours of rental) will be subtracted from the security deposit.

SMOKING – Smoking, vaping and the use of any tobacco products is prohibited inside the Brookeville Academy and on the grounds.

TENTS AND CANOPIES - Tents and canopies are not provided, but may be utilized by special arrangement.

TRASH/RECYCLING – Do not mix trash and recyclables. All trash and recycling must be removed from the building and grounds, sorted and placed in the appropriate containers at the rear of the Academy. Place trash in the four tall containers, paper/cardboard in the labeled tall brown container and glass/plastic/metal in the small green containers.

Signature

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The Brookeville Academy Community Center Hold Harmless, Indemnification and Waiver Agreement

Indemnification - The undersigned (user), as renter or agent for the renter of this facility, hereby shall indemnify and hold harmless the Town of Brookeville and its officials, employees and agents from and against any and all liabilities, judgments, settlements, loses, costs or charges (including attorney fees) incurred by the Town of Brookeville and/or any of its officials, employees and agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with this agreement.

Waiver - The undersigned (user) knows, understands and acknowledges the risks and hazards associated with using the property and hereby assumes any and all risk and hazards associated herewith. The user hereby irrevocably waives any and all claims against the Town of Brookeville or any of its officials, employees and agents for any bodily injury (including death), loss or property damage incurred by the user as a result of using the property and hereby irrevocably releases and discharges the Town of Brookeville from any and all claims of liability arising out of or associated with the use of the Property.

Property Damage - The undersigned (user) shall pay the Town of Brookeville for any and all physical loss or damage to the Property (including the cost to repair or replace the property) caused by, arising out of, or relating to or associated with the use of the Property by the user or by the user's members, employees, agents or invitees.

Signature_____

Date_____