RENTAL APPLICATION AND AGREEMENT FOR

THE BEEBE ESTATE, A PROPERTY OF THE CITY OF MELROSE

Applicant Melrose Human Rights Commission

Address City Hall, 562 Main Street

City, State, Zip Code Melrose, MA 02176

Telephone No. (518) 265-5867 Contact Person Jenn Champagne

Date Requested Friday, June 9th, 2023 Time In and Out 1pm - 9 pm

Expected Attendance 250 - 450 Type of Function Community Pride Celebration with Music. (outdoor)

Fees:

Private Functions (up to 5 hours)	$25.00 (Non profit rate) ~~$ 250.00~~
Meetings (up to 2 hours)	$ 75.00
Security & Damage Deposit (separate check)	$ 50.00

Private function fees shall be discounted by 40% for Melrose Non-Profit Organizations.

Payment must be enclosed with the Rental Agreement. Checks should be made out to the City of Melrose/Beebe Estate and sent to: Tarica Leskiw, 47 Lovell Rd, Melrose MA 02176 ATTN: Beebe Estate

Fees will be refunded if the reservation is cancelled prior to seven days of the reserved date.

Security and Damage Deposit will not be cashed if the premises are left in good condition and the rules observed. ***Nothing in this agreement shall limit liability of the renter for damages or cleaning in excess of the amount of deposit.***

Signed [signature] Date 11/30/2022

*Vice Chair of MHRC, on behalf of MHRC and not in an individual capacity.

For Office Use Only

Approved by_____ Date_____

Checks Received_____ Amount_____

Received by_____ Given to_____

RULES AND REGULATIONS FOR THE USE OF

THE BEEBE ESTATE

- This is a "No Smoking" building. No smoking of tobacco products or any other substance is allowed either inside or outside of the facility.
- Alcoholic beverages are allowed at private functions unless they are sold. If they are sold, the renter must obtain a license from the Mayor's office. Such licenses are only issued to non-profit organizations and must be submitted to the Beebe Estate prior to the event. Alcohol will not be served to persons under 21.
- Children must be under the supervision of an adult at all times.
- Tape, nails, glue, pins, confetti or paint of any type may not be used for decorating or any other purpose in the facility.
- No open flame is permitted especially including candles.
- Equipment, fixtures and/or furniture shall not be removed from the building.
    - Large pink chair and small round table must remain in place.
- After the event, all folding tables and chairs must be wiped clean and neatly stacked in the closets in the sunroom.
- During the week days, parking at the rear of the building is restricted for the use of the patrons of the Milano Senior Center.
- The Beebe Estate reserves the right to change, adjust or delete any rules and regulations where the health and safety of any event participant is affected either before, during or after the event.

CHECKLIST TO USE WHEN CLOSING THE BUILDING

- **Make sure the Beebe Estate is in good order and as clean as found. REMEMBER:**

  It is like using the parks and forests, take out what you bring in!

- **Turn off all lights.**
- **Turn the thermostat (east wall of double parlor) down to 62 degrees.**
- **Make sure all windows and doors are closed and locked.**
- **All trash must be "bagged" and taken with you, including recycling cans and bottles.**
- **Return key to Leading Edge Real Estate office @ 536 Main Street. If after office hours, leave in black box at entrance.**

LIABILITY STATEMENT

1. *COVID-19 Waiver of Liability/Assumption of the Risk*

   The City of Melrose and Beebe Estate have taken all necessary and reasonable steps, and have implemented preventative measures in the facility to reduce the spread of COVID-19. However, neither the City of Melrose nor the Beebe Estate, can guarantee that the Applicant/Renter hereunder and/or its guests/attendees will not transmit or become infected with COVID-19. Given this, Applicant/Renter acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Applicant/Renter and any of its guests/attendees could potentially be exposed to or infected by COVID-19 during the event that is the subject of this rental agreement, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death to the renter and/or its guests/attendees. Applicant/Renter further acknowledges the risks of becoming exposed to or infected by COVID-19 while renting, and voluntarily agrees to assume such risks and accept sole responsibility for any injury to Applicant/Renter and/or its guests/attendees (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Applicant/Renter and/or its guests/attendees may suffer or incur while renting. By executing this rental agreement, renter hereby releases, covenants not to sue, discharges, and holds harmless the City of Melrose and/or Beebe Estate, and each of their employees, volunteers, directors, agents, and

representatives, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to renter's use of City and/or School Property. Applicant/Renter understands and agrees that this release includes any claims based on the acts, omissions, or negligence of City of Melrose and/or Beebe Estate, its employees, volunteers, directors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any event, held on City and/or School Property.

1. *COVID-19 Requirements: renters are required to comply with all current Massachusetts mandatory safety standards, which can be found here: https://www.mass.gov/info-details/safety-standards-and-checklist-indoor-and-outdoor-eventsand Beebe Estate specific requirements attached hereto.*

By signing this Rental Application and Agreement, the Renter agrees to assume the responsibility and legal liability for the above-described event, and abide by all Rules and Regulations upon acceptance of this application. Additionally, the Renter agrees to indemnify, defend and hold harmless the City of Melrose and the Beebe Estate and their respective officers, employees, and agents, from any and all claims of action, liability, judgments, costs, and expenses, including attorney fees and claims for bodily injury or property damages that may arise out of or in connection with this Agreement and the usage therewith. Failure to comply with any or all of the above stated rules will result in the withholding of the security and damage deposit. Any physical damage to the Estate in excess of the damage deposit will be the sole responsibility of the Renter.

I certify that I have read and understood the Rules and Regulations and shall accept responsibility on behalf of myself and all event participants for any damage or theft sustained by the Beebe Estate in the course of the event referenced above.

Print Name Jennifer Champagne, Vice Chair - Melrose Human Rights Commission (MHRC)

Signature of Renter * _____ Date 11/30/2023

Approved by _____ Date _____

* Signed on behalf of the Melrose Human Rights Commission and not in an individual capacity.