

Durham Eureka Community Center Rental Agreement

Thank you for your interest in the Durham Eureka Center.

This is a special place, highly valued and respected by our community. We are pleased to share it with others and expect that they will accord the Hall the same care and respect it receives from the community.

- The Eureka Center shall lease the hall for certain purposes and at fees determined by the Durham Board of Selectman and the Durham Eureka Center Committee Board. Said purposes include, but are not limited to weddings, rehearsal dinners, family celebrations, corporate outings, business meetings, seminars, retreats and workshops. Activities that could result in damages to the building are NOT PERMITTED on the premises.
- Rental hours shall be up to eight (8) hours between the hours of 8am and 11pm.

Rental fees for Social functions shall be \$60

Rental fees for business meetings, workshops, seminars and retreats shall be: \$60 any part of the day

Refundable Security Deposit: \$50.00

Non-profit organizations may use the hall free of charge. Such organizations must sign a Use of Building Agreement.

As a courtesy, The Town of Durham municipal departments may use the Hall free of charge for meetings, workshops, retreats, training sessions and the like.

The second floor of the Eureka Center is not included in the rental space and may not be accessed.

- Renters shall be required to pay a security fee and sign a contract to reserve the Hall. The security fee is refunded in full ***IF*** all terms of the contract have been met. The security fee will be retained by the Eureka Center for ***ANY*** violation of the terms of the contract. The contract must be signed and payment (security fee and rental fee) received at least four (4) weeks prior to the contracted date.
- Renters will be responsible for the caterer they hire. Caterer will be noted on the rental agreement. If alcohol is to be served on site, a Maine State Tips Certified Bartender will need to be present to serve the alcohol. Proof of certification must be presented and a copy on file with this application.
- The Eureka Center reserves the right to have a staff person to remain on the premises during rentals.
- All renters must abide by the rules of the building as adopted by the Durham Board of Selectman. Said rules are listed with this rental agreement.
- Terms and fees listed herein are subject to change by vote of the Board of Selectman at anytime.

Adopted:

Updated: 2/25/2016

Durham Eureka Community Center Building Rules and Regulations

- Smoking is NOT PERMITTED in the building or within 25 feet of any entry way.
- Open fires, including candles, are NOT PERMITTED anywhere on the premises.
- Bike riding, roller-blading, running and skateboarding are prohibited on the ramp and inside the building.
- No animals, except service animals, are permitted in the building.
- The Eureka Center has a maximum seating capacity of 50 persons.
- An adult must accompany young children.
- Please do not touch artifacts or remove anything from the walls. Tape and tacks are not allowed.
- Please do not play the piano without prior permission from the Eureka Center Committee Board.
- The Hall will be secured at 11:00pm unless other arrangements are made in writing before the event.
- No setup may begin before 6:00am.
- No decorations or materials will be attached to the walls; floor or ceilings in any manner which damages the building or is permanent in nature. Scotch Tape and tacks are not allowed.
- All tables and chairs must be collapsed and returned to their storage areas, or part of the cleaning fee may be assessed to pick them up.
- Liability Insurance is required and enforced no less than 4,000,000.00 or you can use TULIP municipality website.
- Amplified music is allowed with the following restrictions:
 - Friday & Saturdays 11am – 11pm
 - Sundays thru Thursdays 7am – 9pm
- Outside music is not permitted.
- Applicant is 18 years or older

Durham Eureka Center Rental Agreement

I (We) understand that the Eureka Center reserves the right to staff the premises during rentals.

I (We) agree to pay a refundable security deposit of \$50.00 upon signing this agreement. The security fee is in addition to the rental fee. The signed contract and the security fee must be returned to the Eureka Center Committee Board by: _____

I (We) agree to pay a rental fee of \$ _____ which is due on or before _____

I (We) understand that the Eureka Center retains the option to void this agreement if the rental fee has not been paid by the due date of _____.

I (We) further understand that the security fee shall not be refunded if (1) a request for cancellation is not made at least four (4) weeks prior to the contracted date; (2) any terms of this agreement are violated; (3) there are missing items or damaged property; or (4) the rental fee has not been paid by the due date and the proof of liability insurance has not been received.

I (We) must provide the Eureka Center Committee Board within 7 business days of your event, with proof of liability insurance. The Town is a registered user of the TULIP (Tenant User Liability Insurance Policy) that is easily accessible through Maine Municipal Association at a nominal fee. A separate instruction sheet is provided for you to follow. _____ (initialed by both parties)

The Town of Durham or its employees, The Board of Selectman, and Eureka Center Committee Board members assume no responsibility for either over consumption or for injury. The renter hereby agrees to indemnify and hold harmless the Town of Durham, its employees, and Board members from any and all liability, loss or damage including personal injury or property damage and death which may or could occur by reason of their rental of the Eureka Center. Should the Town of Durham, its employees and Board members incur any liability, loss or damages by reason of the renters, it's guests, invitees, employees, agents or members use of said Eureka Hall, the amount there of, including costs, expenses and reasonable attorney fees, shall be reimbursed by you, the renter, to the Town and/or its employees or Board members upon demand therefore. _____ (initialed by both parties)

Date of Function _____ Hours of Function _____

Name of Caterer _____ Phone _____

Address _____ City/Zip _____

I (We) have read the above terms in addition to the Eureka Center Rules and Regulations and agree to comply

Name (s) _____ Date _____

_____ Date _____

Address _____ City/Zip _____

Home Phone _____ Work Phone _____

Cell Phone _____ Email _____

Signature _____ Date _____

Eureka Hall Committee Board Member _____

Date _____

Eureka Center Clean up Check list

1. Clean and return tables and chairs to the storage area.
2. Sweep floors, wipe up any spills
3. Windows and doors are locked
4. All appliances are off
5. Any trash that was made is removed. Replace trash bags
6. Lights are off.
7. Temperature is turned down to fifty two (52) degrees upon leaving
8. Sign in and out , there is a sign in book with a reminder check list by the door.

(Most cupboard, draws and closets are labeled for your convenience)

Non Compliance of the above rules will result in losing your security deposit and could void future use of the Hall. This is considered a reasonable request and your cooperation is requested

Signature of Renter _____ Date _____

TOWN OF DURHAM, MAINE
Municipal Facility Use Application & Agreement

**** THIS FORM DOES NOT RESERVE ANY FACILITY FOR EXCLUSIVE USE BY THE APPLICANT ****

Applicant's Name: _____

Applicant's Address: _____

Applicant's Telephone(s): _____

Kind of Function/Event: _____

Day and Date of Function/Event: _____

Facility requested to be used: _____

Approximate # Invited/Expected: _____

Will alcohol be served by you or
By another person or party?
(Circle One)

YES

NO

A State-licensed caterer is required for functions where alcohol is served.

Will the function/event be B.Y.O.B.?

YES

NO

BYOB events require a license from the State of Maine. Contact the Maine Department of Public Safety for more information

Do you agree to execute an agreement that you will indemnify and hold the Town of Durham harmless from all claims arising out of your use of the requested facility? (Circle one.) YES NO

If you circles NO, then do not complete and do not file this application, but seek another location. If you circled YES, then execute the agreement attached or to be attached hereto by the Town Office.

Do you agree that you will provide the Town of Durham with a copy of either commercial general liability insurance (for commercial users) or of personal general liability insurance under a homeowner's insurance policy or the TULIP program, at least seven days prior to the event , and that you will have the insurer name the Town of Durham as an additional insured party under that policy, and that you will exhibit evidence showing that this has been done and showing the amount of insurance carried to the Town Office before the commencement of the function or event indicated? (Circle one) YES
NO

If you circled NO, do not complete and do not file this application, but seek another location.

Do you agree that you will provide the Town of Durham with a copy of either commercial liquor liability insurance (for commercial users) or of personal liquor liability insurance if alcohol is present either through a licensed caterer/tips server or B.Y.O.B. event, at least seven days prior to the event, and that you will have the insurer name the Town of Durham as an additional insured party under that policy, and that you will exhibit evidence showing that this has been done and showing the amount of

Insurance carried to the Town Office before the commencement of the function or event indicated?
(Circle one) YES NO

If you circled NO, do not complete and do not file this application, but seek another location.

Please sign this application and then sign the referenced Agreement to Indemnify and Hold Harmless.

I, _____, do swear, on the pains and penalties of perjury, that the information provided above is true and correct.

Date: _____, 20____ Signed: _____

Title of signer and name of entity concerned, if signing other than as an individual person:



To be completed by Durham Eureka Community Center Committee

Application determined to be complete:

Date: _____, 20____

Printed Name: _____

Eureka Community Center Committee Member



To be completed by Durham Board of Selectmen for events requesting use of alcohol (either catered or B.Y.O.B.)

(Check one)

Application approved subject to proof of appropriate insurance and licenses: _____

Application DENIED: _____

Conditions of approval or statement of reasons for denial:

Dated: _____

Durham Board of Selectmen