



# Private Event Agreement

Community Rowing Inc.

This agreement is entered into as of Date, 2023 between the \_\_\_\_\_ (“Client”) at \_\_\_\_\_ (address) and Community Rowing, Inc. (hereafter referred to as “CRI” or “Community Rowing”) at 20 Nonantum Road Brighton, MA 02135. The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter agree to the terms outlined in this Agreement (“Event Agreement”).

The Client understands that CRI adheres to all municipal, state, and federal guidelines as it relates to COVID-19. [REDACTED] The Client understands that this may require adjustments to attendance numbers, event layout, and/or other considerations that may be required for compliance. [REDACTED] The Client understands that CRI will endeavor to provide reasonable advance notice when adjustments must be made due to COVID-19 restrictions, but may not be able to do so in all cases. [REDACTED] In the event of cancellation due to COVID-19, the client would receive a 100% refund. The Client understands that due to municipal, state, and/or federal guidelines related to COVID-19 the event may be subject to cancelation or may be rescheduled. [REDACTED]

This Event Agreement provides for usage of the specified facilities, as detailed below:

- Date:** XXXXXXXX
- Event:** Private Member Event and Rowing Outing
- Event Set Up Time:** 11:00 AM -1:00 PM
- Event Start Time:** 1:00 PM
- On Water Program:** 2:30-5:00 PM
- Event End Time:** 5:00 PM
- Breakdown time:** 5:00 – 6:00 PM
- Estimated attendance:** XXX

The Client agrees to the terms described in the following attachments: Attachment A – Services and Fees, Attachment B –Facility Usage Terms, Attachment C – Rental Rules, and Attachment D –Alcohol Use Policy. The Client agrees to pay CRI ~~\$X,XXX~~ **no less than 90 days** in advance of the event. See Attachment A –Services and Fees for instances in which the security deposit may not be refunded.

Payment and Cancelation Policy in **Attachment B**

I have read and agree to the entirety of this Event Agreement for use of CRI facilities.

The Client

Community Rowing, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A – Services and Fees:

The listed below apply to the Client’s use of the Harry Parker Boathouse facilities and grounds

### Event Services & Equipment Included:

- A CRI representative will be available to meet with caterer/vendors for site visits. Prior written confirmation of meeting dates and times is required.
- A CRI representative will be available for vendor deliveries, set-up and pick-up times. Prior written confirmation of associated dates and times is required.
- Coordination of Venue Site preparedness
- A day of on-site support staff person for agreed upon schedule
- 4 hours for use of event space
- 4 hours for event set-up
- A professional cleaning staff member for the duration of the event and one-hour post event
- CRI on-site tables and chairs, subject to availability. **Use of CRI tables and chairs must be confirmed in writing no less than two weeks prior to the event date.** Includes:
  - 170 folding white folding chairs,
  - 20 60” rounds
  - 8 8’ banquet tables
  - 10 high-top cocktail tables
- DCR Permits
- Required Police Detail (first 4 hours, one officer)

CRI **DOES NOT** set-up any function equipment. Your caterer or event planner is responsible for set-up of tables, chairs, etc. **Initial:**

### Function Space:

- Alte Achter Community Room
- Event Tent (40 feet x 70 feet)
- East Outdoor Courtyard Space (Between Sculling Pavilion and Main Boathouse)
- Outdoor Cocktail Reception
- Boat Bay (will use if raining)
- 1980 Team Meeting Room
- Class Room
- Lobby/Reception space

### On-Water Program:

- Group on Barges # participants : XXX

### Catering:

#### Additional Fees:

- x Use of Tent and Community Room \$1,000
- x Additional set-up time - \$250 per hour
- x Additional event space use, prior to 10PM \$500
- x Additional event space use, after 10PM
  - First hour - \$750
  - Every half-hour, after 11PM - \$500
- Post-Midnight clean-up fee - \$1,000
- x  Police Detail - \$600 (additional 4-hour increments, per officer)

Total: XXXXXX

Initial:

## Attachment B: Facility Usage Terms

### 1. General

- Client shall use and occupy the premises in accordance with all applicable law.
- Client shall follow all rules listed on Attachment C
- Client understands that CRI occupies the Premises under a permit (Permit) from the Department of Conservation and Recreation (DCR) and the within license is granted subject to the terms, conditions and pendency of the Permit. **Client shall be responsible to obtain from DCR any additional necessary permits related to this Event Agreement.**
- The activities associated with this Event Agreement may not be advertised or displayed on CRI property.
- The number of persons attending Client's Event shall be agreed upon in advance with the CRI and shall not generally exceed 400 people.
- CRI is a non-smoking organization. Smoking is not allowed anywhere in or around the Harry Parker Boathouse.
- If Client uses the services of a caterer, as defined by Department of Health Regulations, 105 CMR § 590.000, the caterer must file the Registration for Catering form with the City of Boston Inspectional Services Department, Division of Health Inspection with the applicable fee at least seven days before the Event Date and provide a copy of the form to CRI
- An Event Manager, hired by CRI, shall be present during the times outlined in Event Agreement as well as one hour before the earliest start time and one hour after the estimated ending time. Client shall be charged additional fees for use of the facility outside the stated event agreement.
- All vehicles must remain on the paved parking areas adjacent to the boathouse.

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### 1A. Staff Meals:

- The Client is required to provide three staff meals.

### 2. Payment and Cancellation

The client agrees to pay according to the following schedule:

- 50% deposit upon booking
- 50% 90 days prior to event

If less than 30 days to event date Full payment due upon booking

If CRI cancels for any reason, the Client will receive a full refund or the opportunity to reschedule to the next available date. If the Client cancels for any reason the following applies:

- Less than 30 days - No Refund will be issued but a 50% credit will be retained for up to one year.
- Greater than 30 days - A refund of \$1,000 will be issued, or a 50% credit retained for up to one year.
- Greater than 180 days - A 50% refund or \$1,000 (whichever is greater) or a full credit retained for up to one year.

Initial: 

### 3. Additional Hours

An event will not be scheduled past midnight without written CRI approval. Any Client event that extends past midnight, including additional clean up time, will be charged as indicated in Attachment A.

#### 4. Removal of Property

Within one hour of the end of the stated end of the Event, unless otherwise previously approved in writing by CRI, the Client shall remove all items brought onto the premises (including all refuse).

#### 5. Revocation Cancellation

Any rights of the Client under this Event Agreement may be deemed revoked if CRI has not received the payments as required hereunder on or before the dates set in this Event Agreement. In such event or in the event the Client otherwise cancels or defaults, CRI, at its option, may retain the Security Deposit as liquidated damages. **Initial:**

#### 7. Indemnification

- Client shall indemnify and hold CRI harmless of and from any and all costs, claims, losses, expenses, damages, liabilities, including attorney's and other professional fees, and costs incurred or sustained by CRI arising directly or indirectly from or in connection with (a) the use or occupation of the Premises on the Event Date by Client, its agents, servants, employees, contractors, guests, invitees and (b) breach of this Event Agreement (collectively, "Loss").
- The return or retention of all or part of the Security Deposit under term #3 shall not be deemed a waiver or an accord and satisfaction of licensor's rights under this term.

#### 8. Limitation on Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings, even if that party has been advised of the possible existence.

The Client

Community Rowing, Inc.

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment C: Rental Rules

- I. Any client meetings with vendors on site at CRI. need to be coordinated with your assigned CRI representative. A CRI representative needs to be present at any client site visits with vendors/guests/staff
2. No flammable decorations, or glitter. confetti, feathers, rice are to be used. Additionally, no toys that involve confetti, glitter, or silly string are allowed. No tape is to be used on the walls, or on the tables. No fog machines are to be used in, or around the building. **Initial:**
3. Any decorations, or activities involving open flame including sparklers. candelabras and candle sticks and votive candles are prohibited. Only battery-operated candles are permitted.
4. Decorations may **NOT** hang from the ceilings or light fixtures.
5. The Weight Room is off limits and may never be used as an event space or by the caterer.
6. Client shall not allow keg beer to be served. All liquor must remain inside the boathouse.
7. All events that have alcohol are required to hire a Police Detail to be on premise. \*The detail remains outside in their vehicle during the event and makes sure there are no attempts to leave the event intoxicated, driving a vehicle.
8. Renters shall not adjust spot lights, ceiling lights, wall lights, or remove light bulbs.
9. CRI is a non-smoking organization. Smoking is **NOT** allowed anywhere in or around the Harry Parker Boathouse, including the balconies, walkway between the Boathouse and the river, and the docks. This applies to all catering staff and guests. **Initial:**
10. All non-CRI rental equipment must be approved by CRI in advance of the event and a list of non-CRI equipment must be submitted to CRI 30 days in advance of the event date.
11. All non-CRI rental equipment drop-off and pick-up days and times must be given written approval by the Licensor 30 days in advance of the event date. Drop-offs must take place on the event day and pickups must be scheduled for the morning following the event.
12. The existing second floor tables (Classroom and Meeting Room) may **NOT** be used for food preparation. Caterers must bring in their own food preparation tables. No catering equipment or food should be placed directly on any of the existing tables.
13. Any use of CRI equipment or property, inside or outside of the facility, is strictly prohibited. If used without written permission, additional fees will be assessed.
14. Alcohol service must be closed 30 minutes prior to the end of the Client's event.
15. Directly following the end of the event all CRI rental equipment used during the event must be returned to the upstairs storage closet in accordance with the diagram displayed on the inside of the door.
16. All non-CRI rental equipment that is being picked up the following morning must be stored in the Meeting Room (next to the elevator) at the end of the event during the allotted breakdown time period.

**Attachment C: Rental Rules (Continued)**

- 17. All items including glass bottles and soda/beer cans used and discarded by guests and caterers must be removed from the building by way of the back staircase and recycled appropriately.
- 18. All ice should be discarded outside the back door, not in the bathroom sinks or kitchen sink.
- 19. All areas used by the client must be swept clean of any broken glass, food, or trash that may have dropped during the event.
- 21. Trash must be removed at the end of the event and placed in the dumpster outside using either the back staircase or placed in bins in order to use the elevator.
- 22. At the end of the breakdown time, all spaces used during the event should be emptied of all private event equipment and trash, otherwise return the Premises to the same condition as they were immediately prior to the event.
- 23. No children under the age of 18 are allowed on the balconies, downstairs in the boathouse or outside without being accompanied by an adult. The Client is responsible for all guests and their safety.

Initial:                     

The Client

Community Rowing, Inc.

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment D: Alcohol Use Policy**

1. Client further acknowledges that the Permit issued by the DCR forbids the sale, exposure or offering for sale of alcoholic beverages on the Premises.
2. If Client intends to serve alcoholic beverages, they shall use the services of a professional
3. bartender. Client shall also provide Certificate of Liquor Liability insurance in amounts
4. satisfactory to the Licensor but not less than \$1,000,000.00. naming CRI and DCR as an additional insured. A copy of the certificate must be provided to CRI no less than 15 days prior to the event date, sooner if possible **Initial**
5. Client understands and agrees that in no circumstances shall alcoholic beverages be directly or indirectly sold, exposed or offered for sale on the Premises under this License. Liquor may not be provided under any pretense designed to avoid the appearance of direct sales, such as by selling chits or tickets at the door, receiving donations for drinks. etc.
6. For all events where alcohol is present, a Massachusetts State Police Officer Detail shall be present during the Function and shall be arranged for by CRI.

The Client

Community Rowing, Inc.

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_