

# **Building Use Policy & Guidelines**

A renter's use of the CCC shall be governed by the following guidelines, terms, and conditions, as well as all applicable laws, rules, and regulations for the Town of Edgartown.

All CCC Rental Agreements shall name an adult responsible for all contact between the CCC and the Renters, including security of the CCC and payment of the Rental Fee. Use of the CCC does not, in any way, imply endorsement of a Renter's policies or beliefs. If a renter violates the terms of these policies and guidelines, they may be asked to leave and/or be denied future use of the CCC.

The CCC is available for rental 8 am-11 pm (noise ordinance is 10 pm in the town of Edgartown). The building must be clean and locked by 11 pm unless other arrangements have been made. You may also reserve the facility in the event of rain. This must be done at least two weeks prior to your event. A \$100 fee will be charged to hold the date. Generally, the building is not rented in July and August due to community use.

Rental Capacity: 100 unless outdoor use/tent is arranged. Two porta-potties are required and supplied by the renter for more than 50 guests.

Air conditioning is not available.

CCC is not approved for overnight events.

#### 1. Rental Responsibility:

The individual signing the Rental Application assumes all responsibility for the rental. All payments, correspondence, and communications regarding the use of the facility will be made through this individual. The CCC Building Use Committee will review all Rental applications. The CCC reserves the right to deny an application. CCC subscribers receive a discounted rate for rentals, in addition to other subscriber benefits. The CCC Building Use Committee reserves the right to change the fee structure for building rental.

#### **Rental Rate Guidelines:**

Wedding and Rehearsal Dinners require a \$500 per event refundable security deposit.

All other private events require a \$100 refundable security deposit.

- *Wedding*: Subscriber \$1,000; Non-subscriber \$1,500
- *Rehearsal Dinner/Private Event:* Subscriber \$500; Non-subscriber \$750
- Advertised Public Event open to the Chappy Community: No fee
- *Non-Profit Event:* No fee but donations to the CCC recommended and much appreciated
- *Events charging an admission (concerts, etc.):* CCC will receive 30% of the admission fee NOT to exceed \$200
- Memorial Services: No fee
- Other: Fees determined by event & CCC Building Use Committee

# **Optional Services/Fees:**

- Cleaning: \$40/hour billed to the renter
- Mosquito Spraying, etc.: billed to the renter

## 3. House Equipment and Furnishings:

Limited Kitchen Facility

- Refrigerator
- Microwave
- Dishwasher
- Gas stove
- (9) 8ft tables
- (2) Card Tables
- (140) Wooden Folding Chairs
- (2) Sofas
- (8) Arm Chairs
- (1) Large Wooden Square Tables
- (1) Projection Screen
- Audio/video equipment

#### 4. Rental Contract:

The Rental will be confirmed once the CCC receives a completed and signed Rental Agreement, security deposit, and 50% rental fee.

- Checks should be made out to CCC.
- Rental Deposit: 50% required with signed Rental Agreement.
- Security Deposit must be provided with the rental deposit in the form of a separate check.
- Rental Payment Balance: Must be paid 8 days prior to the event.
- If required, all proper insurance forms must be provided 30 days prior to event.
- A Town Permit is required for any event that charges admission and serves alcohol.

#### 5. Security Deposit:

A security deposit must be provided with the Rental Agreement to guarantee clean-up of the CCC and surrounding areas and cover any damages that may occur to the CCC. The security deposit must be in the form of a *separate* check made payable to the CCC. The check will be held until the completion of the rental date. If the facility is not left in good order, the CCC reserves the right to reduce or hold the entire security deposit. The security deposit refund, less any deductions for damages and excessive cleaning, will be returned to the Renter after the CCC has been inspected.

#### **6. Cancellation Policy:**

Notification of cancellation is required in writing to the CCC.

Refunds for cancellations as follows:

31+ days prior: 100% refund 16-31 days prior: 75% refund 8-15 days prior: 50% refund 0-7 days prior: NO REFUND

#### 7. Care and Clean-Up of the CCC:

Proper clean-up after the use of the CCC is the responsibility of the Renter. The CCC has an optional cleaning service you may employ at \$40/hr, or you may clean the facility yourself, with the approval of the Board. If you choose to clean the facility yourself, you need to provide contact information for the person responsible for cleaning up.

At the conclusion of the event, the following must take place:

- 1. Trash and litter must be sealed in plastic bags and placed in the bins in front of the shed.
- 2. Kitchen equipment, tables, counters, and sink must be cleaned and left in the original order.
- 3. Leftover food, rental equipment, cooking accessories must be removed from the facility.
- 4. Bathrooms must be cleaned.
- 5. Floor must be broom cleaned.
- 6. Chairs and tables returned to storage areas.
- 7. A final check and walk-through with a CCC representative are required. Failure to leave the building as clean as it was found may result in a reduction or forfeiture of the security deposit.

## 8. Rental Insurance/Liability:

Renter hereby agrees to indemnify, defend and hold harmless the CCC and its employees from and against any and all losses, claims, damage, liability, injury, compensation, expenses, including attorneys' fees incurred by the CCC arising from the use of the facilities by Renter or Renter's guests or invitees that result in injury or property damage.

#### 9. Food and Alcoholic Beverages:

If the Renter is serving food and alcoholic beverages, the Renter shall assume all responsibility related to the efficacy of the food and oversight of the consumption of alcoholic beverages. Alcoholic beverages may only be served and consumed within the CCC. The serving of alcoholic beverages must conform to Massachusetts State regulations, whereby this event is: 1) by invitation only; 2) money is not exchanged for alcohol; 3) tickets are not sold; 4) a donation is not required or solicited, or 5) an entrance fee is not charged. The sale of beer and wine is strictly prohibited.

Permission by the CCC to serve alcohol requires that the Renter shall provide adequate insurance for their event. There are 3 ways to secure proper insurance. (1) Special Events Liability Certificate of Insurance, including special coverage for liquor liability, providing comprehensive public liability in an amount of no less than \$1,000,000 combined single limit for bodily injury and property damage to protect the renter and their guests. The CCC shall be named as additional insured. Insurance shall be secured from a responsible company in good standing subject to the CCC's approval. We suggest <a href="https://www.wedsafe.com">www.wedsafe.com</a>, and coverage costs start around \$100. (2) Add the CCC as additionally insured under the renter's Homeowner's Insurance Policy (Host Liability Coverage) for the date of the event and provide a copy of the Declaration page to the CCC. (3) Add the CCC as additionally insured under the renter's caterer's Commercial General Liability Insurance for the date of the event and provide a copy of the caterer's Declaration page to the CCC.

The Certificate of Insurance must be submitted to the CCC no less than 30 days prior to the event.

Your signature on the Rental Application indicates that you have read provisions 7, 8 & 9 and are aware of its terms.

No grills etc., are to be used on the CCC deck.

#### **10. Caterer Requirements:**

If a Caterer is providing food or alcohol, the Caterer must provide proof of his own insurance coverage to the CCC 30 days prior to the event.

- Certificate of Insurance for Commercial General Liability
- Workmen's Compensation Insurance
- Liquor Liability Insurance
  - Copy of the Caterer's Qualified Food Operator Certificate or Caterer's License

#### 11. Decorating and General House Rules:

- If you are using a tent, please contact the CCC to arrange for the tent set-up and removal. Tent set-up must be on CCC property.
- Candles must be enclosed by glass extending 3" above the flame.

- Use of nails and screws in walls is prohibited.
- Please submit a decorating plan for approval.

## 12. General Rules/Regulations:

- Smoking is prohibited on CCC Property
- An adult or babysitter must supervise children under 10.
- Please leave your pets at home.
- Please be a good neighbor. Monitor your noise level.
- Turn the **heat** off in the big room.
- Close the kitchen door and the kitchen pass-through and turn the kitchen **heat to 55.**
- Please turn out the lights and lock all doors when you leave.
- Leave the building as you found it or better.
- The library is not included in any rentals.
- Fireworks and open fires are strictly prohibited.
- Please remove all trash from CCC premises....Carry In-Carry Out