



PINE KNOLL RECREATION AREA RENTAL AGREEMENT

Rec office: 328 North Main Street, East Longmeadow, MA 01028 (413-525-5437) recreation@eastlongmeadowma.gov / Pine Knoll

Facilities: 1974 Allen Street, Springfield, MA 01118 / EastlongmeadowRec.com

BY SUBMITTING A FACILITY RENTAL REQUEST FOR THE PINE KNOLL RECREATION AREA ON EASTLONGMEADOWREC.COM, APPLICANTS AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIAL PERMITS/LICENSES ARE THE RESPONSIBILITY OF THE PATRON AND MUST BE SUBMITTED TO AND PICKED UP AT TOWN HALL, 60 CENTER SQUARE, EAST LONGMEADOW, AT LEAST 5 WEEKS IN ADVANCE OF THE EVENT.

FACILITY HOURS: 11 AM - 7 PM ON SATURDAYS & SUNDAYS IN SUMMER, DEPENDING ON AVAILABILITY. TIME RESERVED AND PAID FOR, MUST INCLUDE SET-UP TIME, TAKE DOWN TIME AND CLEAN UP.

SECURITY DEPOSITS

A \$250.00 SECURITY DEPOSIT IS REQUIRED FOR ALL RESERVATIONS, PAYABLE AT THE TIME OF RESERVATION. THE SECURITY DEPOSIT IS SEPARATE FROM THE RENTAL FEE AND CANNOT BE CREDITED TOWARDS THE RENTAL. DEPOSITS WILL BE RETURNED NO LATER THAN 45 DAYS AFTER THE EVENT IF NO DAMAGES OR VIOLATIONS OCCUR.

- **SECURITY DEPOSITS WILL NOT BE REFUNDED IF ANY OF THE FOLLOWING OCCUR:**
 - **CLEANING BEYOND NORMAL DAILY MAINTENANCE. YOUR EVENT TRASH MUST BE PUT IN THE PROVIDED DUMPSTERS.**
 - **STAYING AT THE FACILITY BEYOND RESERVED AND PREPAID HOURS.**
 - **REPAIR OR REPLACEMENT DUE TO DAMAGES TO THE BUILDINGS, FURNISHING OR GROUNDS.**
 - **EMERGENCY PERSONNEL ARE CALLED TO THE FACILITY DURING YOUR RENTAL FOR REASONS SUCH AS: NOISE COMPLAINTS, EXCEEDING BUILDING CAPACITY, ETC.**
- **THE EAST LONGMEADOW RECREATION DEPARTMENT DIRECTOR HAS THE SOLE AUTHORITY TO DETERMINE IF IT IS NECESSARY TO KEEP THE DEPOSIT TO COVER ANY NEGLIGENCE AS WELL AS TO CHARGE ANY ADDITIONAL FEES FOR DAMAGE NOT COVERED IN THE ORIGINAL \$250.00 SECURITY DEPOSIT.**

RENTAL FEES

RENTAL FEES ARE DUE AND PAYABLE AT THE TIME OF RESERVATIONS. RESERVATIONS CANNOT BE CONFIRMED UNTIL FEE IS PAID. THE FOLLOWING WILL AFFECT RENTAL FEES:

- **RENTERS WHO ARRIVE EARLY OR STAY LATER THAN THE RESERVED TIME WILL BE CHARGED FOR THE ADDITIONAL TIME. ANY FACILITY USE EXCEEDING THE PREPAID TIME WILL BE CHARGED IN HOURLY INCREMENTS AND TAKEN FROM THE SECURITY DEPOSIT.**
- **TIME RESERVED AND PAID FOR MUST INCLUDE SET-UP TIME, TAKE DOWN TIME AND CLEAN UP.**
- **PLEASE UNDERSTAND THIS AN OUTDOOR FACILITY AND SUBJECT TO THE ELEMENTS AND OTHER FACTORS. THEREFORE WE DO NOT GIVE REFUNDS LESS THAN 30 DAYS PRIOR TO THE EVENT NO MATTER THE CIRCUMSTANCES.**

RENTAL CANCELLATIONS

THE FOLLOWING FEES OR PENALTIES WILL BE CHARGED FOR CANCELLATIONS:

- **UP TO 90 DAYS PRIOR TO RENTAL- \$30 CANCELLATION FEE**
- **30-90 DAYS PRIOR TO RENTAL- 50% LOSS OF YOUR RENTAL FEE**
- **LESS THAN 30 DAYS PRIOR TO EVENT- 100% LOSS OF YOUR RENTAL FEE**

IN CASE OF EMERGENCY, OR FOR REASONS BEYOND THE CONTROL OF EAST LONGMEADOW RECREATION DEPARTMENT, WE RESERVE THE RIGHT TO CANCEL A SCHEDULED RENTAL. REFUNDS WILL BE MADE AVAILABLE IF AN EVENT IS CANCELED BY OUR DEPARTMENT.

IF SEVERE WEATHER IS PREDICTED, IT IS THE RESPONSIBILITY OF THE INDIVIDUAL WHO WAS AUTHORIZED TO RENT THE FACILITY TO MONITOR AND WORK WITH EVENT STAFF TO WATCH THE WEATHER AND DETERMINE THE MOST APPROPRIATE ACTION PLAN TO SECURE THE SAFETY OF THE EVENT PARTICIPANTS. THIS MAY INCLUDE CANCELING THE EVENT OR ADJUSTING THE TIME OF THE EVENT WITHIN THE PERMITTED TIME SLOT.

EAST LONGMEADOW RECREATION RESERVES THE RIGHT TO SUSPEND ANY INDIVIDUAL OR GROUP FROM USING THE FACILITIES IF THEIR BEHAVIOR IS ABUSIVE, DESTRUCTIVE OR VIOLATES AND OF THE TOWN OF EAST LONGMEADOW'S RULES AND REGULATIONS, WITHOUT REFUND.

The applicant/person in charge is responsible for any damage, loss, accident or injury to persons or property resulting from the use of The Town of East Longmeadow's facilities. Applicants shall be responsible for control and supervision of the people in attendance during the use of the facility and shall see that no damage is done to furnishings, fixtures, or any part of the facility. Any violation of the Town's Rules and Regulations can result in denial of further permits and, in case of damage to a facility, financial reimbursement for repair or replacement will be demanded.

I, the undersigned, have received and read a copy of the Town of East Longmeadow's Rules and Conditions included in this packet concerning use of Town facilities and agree to comply with them. I, or my representative, agree to be present during the entire period of use of the facility by the applicant.

In consideration of our organization/family using Town of East Longmeadow property, we agree for ourselves and our organization/family to hold harmless and not to sue the Town of East Longmeadow, servants, agents, employees, officers, officials, representatives, insurers, and/or assignees for any injuries or property damage we may suffer or incur while utilizing or going to or from the Pine Knoll facilities. I understand we/our organization is responsible for leaving the facility clean and orderly or we/our organization will forfeit the \$250.00 security deposit and may be responsible for any additional cleaning or repair deemed necessary as a result of our family/organization causing destruction to the Pine Knoll facilities.

Furthermore, I hereby agree that the Town of East Longmeadow, its employees or officers, may act in an emergency as best fits the situation if efforts to contact me or any other responsible person fail. Renter is responsible for individuals who arrive and gain entrance to facility prior to contracted time to begin set up. The Town of East Longmeadow assumes individuals arriving before scheduled entry have approval from renter and that time will be billed at the overtime rate since it has not been pre-paid.

I understand that smoking of any kind is prohibited anywhere at the Pine Knoll Recreational Facility. I understand that alcohol is prohibited anywhere at the Pine Knoll Recreational Facility unless a permit from the Town of East Longmeadow is submitted with application.

Signature of Applicant

Date