



## House Rental Contract

### Event Information

Name of Event: \_\_\_\_\_  
Date: \_\_\_\_\_ Does \_\_\_\_\_ or does not \_\_\_\_\_ require a tent. Tent placement is on the property's NE side.  
Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_ Setup Start Time: \_\_\_\_\_ Cleanup End Time: \_\_\_\_\_  
Number of Guests/attendees: \_\_\_\_\_ Capacity for use of the interior house is **60**; for exterior grounds is **150**  
Will food and/or alcohol be served? If yes, describe: \_\_\_\_\_  
Music/entertainment? If yes, describe: \_\_\_\_\_  
Circle areas to be used: Lawn Drawing Room Dining Room Kitchen Getting Ready 2nd Fl Rooms Parking Lot  
Additional Notes: \_\_\_\_\_

### Client Information

Name(s) (A): \_\_\_\_\_ (B): \_\_\_\_\_  
Telephone: (A): \_\_\_\_\_ (B): \_\_\_\_\_  
Email(s): (A): \_\_\_\_\_ (B): \_\_\_\_\_  
Address(es): \_\_\_\_\_  
Additional Contact (for weddings: day-of coordination): \_\_\_\_\_  
Telephone: C: \_\_\_\_\_ H/W: \_\_\_\_\_  
Email: \_\_\_\_\_

### Fees

Rental Fee: \_\_\_\_\_ Charging Admission? Yes / No If yes, amount and use: \_\_\_\_\_  
Damage Deposit \$250 due at the signing of this contract (as a separate check please).

### Payment

Client agrees to pay the JPTC for the time and space described above by these dates:

\_\_\_\_\_ **First (or total\*) payment** of 50% of the fee above and  
\_\_\_\_\_ Damage/Cleaning Deposit (as a separate check please - \$250)  
\_\_\_\_\_ **Second Payment, if applicable** (remaining 50% fee above). Due by February 1st of event year or two (2) months  
prior

to the event date, whichever is earlier.

*\*Payment due in full if event is less than 2 months from signing of this contract.*

**Please make checks payable to The Jamaica Plain Tuesday Club, Inc.**

### Payment and Cancellation Policy

The rental fee payments are non-refundable and non-transferable, except as outlined under cancellation policy. Failure to make these payments after thirty (30) business days of the due date will result in a termination of this contract by the JPTC. If the client cancels the entire event between the signing of the contract and 91 days prior to the contracted date, the client will receive half of the deposit back. If a client cancels 90 days or less prior to contracted date there is no refund of any portion of the deposit. Invoices are due upon receipt. All account balances over thirty days will be accessed a service charge equal to ten percent per annum. Time overage charge will be billed as an additional hourly fee.

In the event of inclement weather or other unforeseen circumstances, the JPTC reserves the right to cancel or postpone events. Every effort will be made to notify the renter in a timely manner. If in the event of inclement weather or other unforeseen circumstances, the non-JPTC renter needs to cancel or postpone a function or event, the JPTC requests a minimum of 24 hours advance notice in consideration of JPTC event monitors. Rental refunds for such circumstances will be considered on a case-by-case basis.

## **Rental Guidelines and Regulations**

### **Property Access and Information (\*)**

Tent and restroom vendors may pitch/set-up the day before and strike/pick-up the day after rental period. All other vendor arrivals and drop-offs within the House must occur during the rental time; otherwise, may be left on grounds or within the locked barn/ell at client's own risk.

Client and vendors have access to the interior of the House at the start of the rental time specified herein, but may set-up outside beneath the tent up to the day prior. A rehearsal is permitted on the grounds as long as no other events/functions are scheduled. For an additional charge, the House can be open for the rehearsal. Alcohol service ends a half an hour before the end of the function. Music must end by 9:30pm on a Friday or Saturday, and by 8:30pm on a Sunday.

A designated person, deemed as the additional contact herein, shall be in charge to insure the house is cleaned and must sign the end-of-event checklist. All food and beverages must be removed from the House. **Failure to leave house and grounds broom-clean and free of trash inside and out will result in not returning some or all of the damage/cleaning deposit.**

The rental space includes the outside grounds including the lawns and driveway with the exception of four (4) parking spaces on the driveway that are reserved for Zipcars. The indoor space includes the house, not the ell. Guests are permitted on the first floor only of the house. Client and a limited number of guests only may use the get-ready suite and photography room on the second floor. A limited number of tables and chairs are available and it is the client and/or caterer's responsibility to ensure they are returned to their original storage place. No pets are allowed in the interior of the house. A leashed pet may be permitted on the grounds only with prior approval of the On-Site Manager.

Exterior outlet use is limited to two (2) 20-amp circuits with four (4) three-prong outlets each. Cords must be dispersed evenly across both junction boxes. Electrical cords must not cross any high use area and means must be taken to lessen the trip hazard.

### **Parking**

On-site parking is limited to ten (10) vehicles. Ample on-street and public parking is available nearby for use as marked. The four (4) Zipcar spaces must remain vacant and may not be blocked. Client must obtain parking passes from LG House Staff. Cars should not block the fire lane. Client is responsible for informing guests of the limited parking availability prior to event. Parking at Curtis Hall lot is only permissible with prior authorization from Curtis Hall director; violators will be towed.

### **Preservation**

Client agrees to leave the LG House in the exact same condition in which it was found. The Client shall make no change to the premises whatsoever. Client is solely responsible for any damage, including damage to personal property, caused by themselves, their guests, vendors, or contractors. No furniture or objects may be moved without prior approval from JPTC Board. No items should be set upon the pianoforte. Any furniture brought into the house must have protective heels so not to scratch the floor. Any musical equipment or other items should not be leaned against the walls and shall be placed on protected mats supplied by Client or the vendor. No signs, streamers, balloons, tape, nails, adhesives of any sort may be used in the house on any surface. No confetti, rice, or seed may be brought into or used on the grounds of the House. All decorations, including flowers, must be removed from premises at the end of the event. No items may be placed on or hung from the trees. Red wine, cranberry juice, blueberries, and red sauces may not be served during standing indoor events or brought inside from outdoor events. They may be served in modest quantities at seated dinners.

### **Fire Safety**

Smoking is not permitted anywhere in the house, including the restrooms, nor within 30 feet of the house exterior. Sand buckets/ashtrays are located in the suggested smoking area as per signage at the entrance. Guests should not extinguish cigarettes anywhere else on the grounds. Client may not use open flames but is permitted to use battery-powered candles. A small number of wax candles may be used by an officiant during an outdoor ceremony with prior permission from the LG House event monitor. Use of sterno heaters for warming is permitted at least 30 feet from house. Propane or butane for cooking is only permitted with prior approval. Grills are allowed in the parking lot and all required permits must be obtained by client or caterer. Client may arrange for heaters through the selected tent company and these should be placed more than 30 feet from any point of the exterior of the LG House.

### **Restrooms**

There is one unisex restroom that has one toilet for use by guests on the first floor. There is one unisex restroom that has one toilet for use only by Client on the second floor with prior approval from monitor. If there are more than 60 guests, Client must rent at least one portable restrooms either from an outside vendor or from the JPTC, if available, which shall be either individual "Port-o-Pottys" or a trailer. Placement of these portable restrooms is on the lawn adjacent to the ell on the driveway side (for individual unit types) or on drive itself (for trailer types). Portable restrooms

may only be on site for a maximum of 3 days unless approved by the LG House. Client is encouraged to rent the toilet trailers that have light, sinks and flushing toilets (water tanks contained in the unit). "Port-o-Pottys" have no lighting so client needs to provide lighting (battery operated light).

### **Music and Dancing**

The JPTC Board Member or event coordinator must approve all musicians and bands, DJs and AV equipment in advance, and will require those responsible for music to sign a contract. Because the LG-House is located in a residential neighborhood, the client agrees to keep all noise to 65 decibels or lower. The JPTC will provide a decibel reader to monitor noise levels throughout the event to ensure levels do not exceed 65 decibels. A sound check must be performed before start of event. Only a limited amount of slow dancing by up to 2 people inside the House is permissible; for example, the first dance of a bride and groom.. Music must end by 9:30pm on a Friday or Saturday, and by 8:30pm on a Sunday and can not exceed a duration of six (6) hours. Dancing (beyond one or two songs) is only permitted outside on a raised wooden dance floor (no flexible tiles). JPTC monitor or event coordinator must have access to volume controls and must be allowed to adjust controls if volume or bass levels are not kept within limits at any point during the event.

### **Gambling and Sales**

No gambling is allowed. No sales or commercial transactions are allowed without specific prior consent of the JPTC Board.

### **Political and Religious Events**

The House is a tax-exempt, non-profit organization, and restrictions apply to political and religious events. Inquire for details.

### **Vendor Guidelines**

Client agrees to arrange for items needed to be delivered and removed on the same date as the event unless stated herein or with prior approval.

### **Caterers**

Client agrees to hire a licensed, insured caterer who will agree to sign The JPTC's catering policy and provide a certificate of insurance with a minimum one (1) million dollar liability coverage listing The Jamaica Plain Tuesday JPTC, Inc as co-insured. A copy of the insurance binder must be on file with the JPTC 15 days prior to the event. Caterers must meet at least three (3) weeks in advance with the JPTC representative or event coordinator to review site policies and Client's event details. This company should have a manager who directs the work staff and must remain on the premises for the duration of the event and until the last guest and/or client leaves. Caterers must be first approved by JPTC. New caterers must have a house tour and provide (3) three references from other historic venues that host similar events. Caterers may use the house kitchen as a prep area, and have access to the table in the kitchen. There is no access to the oven, refrigeration, or freezers. Any kitchen, water and electrical use must be approved first by the JPTC. **Trash must be removed from the premises the day of the event.**

Drop-off or self-catering catering is permitted for events with no more than 60 guests and provided client hires an insured company that provides staff to prepare, serve and remove the food and beverages. This company should have a lead person who manages the work staff. The staff must meet the same standards as a full-service catering company, including the thorough cleaning of area and removal of trash. Drop-off or self-catering is not permitted unless renter can provide minimum one (1) million dollar liability coverage listing The Jamaica Plain Tuesday JPTC, Inc as co-insured. If alcohol is served the rules under "Alcohol" in this contract including the use of a TIPS Certified bartender must be followed.

### **Alcohol**

All alcoholic beverage service must be discontinued one-half (1/2) hour prior to the scheduled end of the event. Vendors are not to announce "last call;" however, signage can be visible to inform guests. Contractors and vendors working at the event may not consume alcohol on the premise during the set-up, duration, and clean-up of the Event. The client or sponsor must obtain a temporary alcohol license from the City of Boston Licensing Board whenever alcoholic beverages are to be sold or whenever a price of admission is to be charged and alcoholic beverages are offered.

The bartender(s) is responsible for the delivery and pick-up of alcohol, and ensuring that no one else related to the event brings, serves, or removes alcohol. The client or caterer will hire or provide licensed, bonded, TIPS certified bartenders with full liability insurance to supervise beverage service. The liability insurance must have a minimum of \$1 million coverage and list the Jamaica Plain Tuesday Club, Inc., as an additional insured party for the day of the event. A copy of the license and the insurance binder must be on file with the JPTC 30 days prior to the event. The bartender will ensure that bars are always attended, that there are no open wine bottles on tables, and that there are no last calls or shots. Non-alcoholic beverages must be provided as an alternative for those in attendance at the event.

The client or sponsor will be solely responsible for all alcohol consumed in connection with the event and all liability relating thereto. Further, the client or sponsor shall exercise its privilege hereunder at its own risk, and irrespective of any negligence of the JPTC, the sponsor shall indemnify and hold harmless the JPTC against all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the premises by the sponsor, its invitees, and its guests; or resulting from, arising out of, or in any way connected with the client

or sponsor's failure to perform any of its promises herein including those regarding the serving of alcoholic beverages.

### **Tents**

Tents shall be rented through Come Rain or Shine Tent Works unless otherwise agreed upon. If this company is unable to supply the desired product or level of service, client may explore other vendors who must be approved by JPTC. Either the tent company, the caterer, or Client is responsible for any required City inspections and/or permits; arranging; assembling / disassembling; cleaning; and return of any rented items including tables, chairs, and linens. JPTC is not responsible for any items stored at the house for any reason. Heaters must be supplied by approved companies and require no cords or open flame.

### **Flowers**

Only flowers provided from professional florists or supermarkets are permitted in the house so as to not introduce pests. No wood vases or displays are allowed.

### **Protection of Property and Explanation of Liability**

The Jamaica Plain Tuesday Club Inc., (JPTC) and the "The Loring-Greenough House (LG House)," a registered name of the Jamaica Plain Tuesday JPTC, Inc. is a non-profit 501(c)(3) organization registered in the Commonwealth of Massachusetts. A JPTC representative or event monitor will be present during the event to ensure that this contract is enforced. Client viewed the premises prior to the event and agrees that they are satisfactory for the intended use in the present condition. Client agrees to comply with The JPTC's policies as they apply to use of the House and grounds.

Client grants to the Jamaica Plain Tuesday JPTC, Inc. and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of Client or in which Client is included, for editorial, trade, advertising and other purpose in any manner and medium; to alter the same without restriction; and to copyright the same. Client hereby releases the Jamaica Plain Tuesday JPTC, Inc., its photographer and its legal representatives and assigns from all claims and liability relating to said photographs.

Indemnification Liability: Client shall indemnify and save harmless the Jamaica Plain Tuesday JPTC, Inc. (and its officers, directors, members, employees, volunteers, agents) from all loss, damage and cost, including reasonable legal expenses, occasioned by Client's use of the premises to the extent caused by the breach of this contract or the negligence or misconduct of Client, Client's agents, contractors, vendors, invitees, or guests.

Client acknowledges that in using the House and Grounds for the event, Client assumes full responsibility for any claims against the Jamaica Plain Tuesday JPTC, Inc., its members, or the Loring-Greenough House that may arise as a result of the event. Additionally, Client accepts responsibility for any damage to the House, property, or collections of The JPTC. Client has provided evidence of liability insurance coverage in at least the amount of one (1) million dollars listing The Jamaica Plain Tuesday JPTC, Inc as co-insured. The JPTC is not responsible for the security of personal property. Guests should take the same precautions as in any large social gathering. Neither the Jamaica Plain Tuesday JPTC, Inc. nor The House are responsible for any lost or stolen items.

Force Majeure: No Party shall be liable in damages or have the right to terminate this Agreement if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God (such as hurricanes, earthquakes, flooding), fire, Government restrictions, wars, terrorist acts, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected. Should Clients' Event be cancelled, postponed, or otherwise adversely impacted as a result of a force majeure event, there shall be no refunds, but the Jamaica Plain Tuesday Club will use all reasonable efforts to work with Clients to produce the Event at a later date within one year from the original booked date, subject to availability.

This contract constitutes and expresses the entire understanding between Client and The JPTC with respect to the subject written hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement, as defined herein, may only be amended by a written instrument agreed to and signed by Client and The JPTC. The JPTC, Inc. reserves the right to make changes or updates to this contract and to restrict activities at our discretion.

### **Acceptance of Contract**

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

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

The JPTC: \_\_\_\_\_ Date: \_\_\_\_\_