

**Wellesley Recreation Department
RENTAL AGREEMENT
TERMS AND CONDITIONS**

A. Payments and Deposits: Fees and custodial charges are payable on receipt of invoice and due within 30 days of invoice date. Continuously late payments or failure to make payments will result in the inability of a group or individual to rent the Warren Building in the future, and may result in legal action. The Recreation Department requires a deposit of 50% of the total rental bill at the time of booking. Deposits may also be required for other significant rental requests. Upon a satisfactory inspection of the rental facility, deposits will be applied to the final invoice for the rental. The Recreation Department reserves the right to keep the security deposit to pay for any damages associated with the rental of the facility.

B. Permits: An approved Permit, issued by the Recreation Department, is required for all rental events, functions, and usage, regardless of whether a fee applies. An approved "Application for Use of Warren Building" form is a prerequisite for consideration of a permit request. No permits will be issued to a person under 21 years of age. A copy of the permit shall be held by the representative of the group during the rental period, and shall be shown to custodial staff when requested. Permits will be mailed to renters along with an estimate bill (where appropriate).

C. Rental Request Submittal Requirements: Information regarding rental of Warren Building can be found on the Wellesley Recreation website. As part of the rental request, the following items shall be properly completed and submitted to the Recreation Department as one package (incomplete or incorrect submittals will not be evaluated): "Application for Use of Warren Building" form, "Hold Harmless Agreement and Hazing Law" form, Insurance Certificate and a copy of the driver's license of the person making the rental request on behalf of a group, organization, activity or themselves. Rental request submittals must be received by the Wellesley Recreation Department **at least 10 days before the date of the rental request.**

D. Insurance Requirements: All renters, except Town Departments insured under the Town's liability insurance policies, shall purchase and obtain Commercial General Liability insurance with a minimum \$1,000,000 limit per incident (\$3,000,000 General Aggregate). The Town of Wellesley shall be named as additional insured and shall also be identified as the certificate holder. Insurance shall be specific to the requested rental, including listing of the Warren building, and shall be valid for the rental period. All renters shall provide update certificates as necessary. The Recreation Director, or his/her designee, may, in consultation with legal counsel and/or the Town's insurance agent, reduce or waive the minimum coverage limits based on the nature and risk assigned to a rental activity.

E. Cancellations: The Recreation Department reserves the right to cancel or move the location of all rentals, as may be required, due to bad weather conditions or other emergencies, unavailable custodial staff, or due to unanticipated conditions. All rental activities will automatically be cancelled on the days that Wellesley Public Schools have been canceled. The Recreation Department will make reasonable efforts to notify renters of changes and cancellations. In the event that a conflict occurs with a Recreation program, every effort will be made to honor the rental agreement or to provide alternative arrangements for the rental. Since the Recreation Department Office is not open on weekends, weekend rentals may be cancelled on the day prior to the weekend or if inclement weather is forecasted.

The renter shall submit a written notice requesting cancellation of, or changes to, an approved permit. The request must be received at the Wellesley Recreation Department's office no later than 9:00 am three (3) business days prior to the event in order to avoid rental charges (including custodial charges). Email notification is acceptable – contact the Recreation Department (recreation@wellesleyma.gov) for email information. It is the responsibility of the applicant to verify receipt of written or email notification by calling (781) 235 – 2370. **"No shows" or cancellations, that fall later than the timeframe indicated above, to scheduled events will still constitute full payment of any balance owed.**

F. Permit Revocation: The Wellesley Recreation Department may revoke a permit at any time, if it is determined that the rental activities are not in accordance with the Recreation Committee Policy or if it is otherwise determined that the rental activities are not in the best interest of the Recreation Department. For example tournaments, recitals, family reunions, etc, that would draw large crowds.

G. Supervision: An appropriate level of adult supervision (minimum 21 years of age) shall be provided at all times during the rental. Upon entrance to the building for an activity or event, the group's supervisor shall

notify the Recreation's custodian that they have arrived and that s/he (and others to be named, if applicable) is the group's designated supervisor. The supervisor will remain on site for the activity. At least one adult supervisor will be required when there are 25 or fewer participants under the age of 18. One additional adult supervisor will be required for each additional 25 participants in that age group.

H. Rental Permit Boundaries: Attendees or participants of the rental shall not enter Warren Building areas that are outside of the rented space or associated common space (bathrooms and hallways). It is the responsibility of the rental supervisor to notify the custodian on duty when trespassers or uninvited guests are found in the Warren Building. Under no circumstance will custodians or any other Recreation Department staff be responsible for supervision of participants before, during or after an activity of a rental group.

I. Playing Fields and Other Recreation Facilities: Rental of space within the Warren Building does not include use of Warren Park. Rental of Warren Park is managed and scheduled through the Town of Wellesley Natural Resources Commission (NRC).

J. Parking: Parking for rental activities, including attendees, participants and guests, shall be within designated parking areas only. Cars parked in areas not intended as parking spaces (such as on grass or sidewalks) or in Handicap spaces without a placard, or in other areas which the Recreation Department deems to create safety problems, will be ticketed and/or towed from the site at no cost to the Recreation Department. The Warren Building Parking lot has approximately 70 parking spots, rentals are not to exceed 60 parking spots during their rental time. Monopolizing of the entire parking lot by a rental group may be cause for rental permit to be revoked.

K. Additional Requirements and Information: The following rental requirements are applicable to the Warren Building, in addition to all previous requirements:

1. Food and Drink: Food and drink will only be permitted in the kitchen. Water will be permitted in the Gymnasium.
2. Capacities - The Warren Building has the following capacities:
 - a. Gymnasium: 100
Hardball sports and floor hockey are prohibited. No tape shall be added to the floor.
 - b. Classrooms (Rm. 008 & Rm. 216): 30
 - c. Classroom (Rm. 110): 20
 - d. Kitchen: 20
 - e. Children's Room: 40
 - f. Dance Studio: 50

L. Miscellaneous Requirements and Provisions:

1. **Designated Point of Contact:** Each rental request shall include the name and contact information of a single person who will be that organization's only point of contact with the Recreation Department for scheduling and rental coordination purposes.
2. **Damages:** Activities shall not cause extraordinary wear and tear to the existing building structure, its furnishings and/or the surrounding grounds. The renter shall be responsible for the entire cost to correct any and all damages that occur to buildings or grounds as a result of the rental, whether caused by attendees or participants, as determined by the rental coordinator's office. Failure to pay for such damages within 30 days of receiving demand from the Recreation Department shall result in immediate cancellation of all rentals for this organization and will result in the inability of a group or individual to rent any Recreation facilities in the future, and may result in legal action. Security deposits will be kept when appropriate to help cover costs of damages.
3. **Behavior:** Rude, offensive or illegal behavior or language by any attendees or participants of a rental shall be considered grounds for immediate revocation of permits, including but not limited to the following:
 - a. **Smoking and Tobacco:** Smoking and use of tobacco products is prohibited in all Recreation buildings and on all Recreation property as indicated in Massachusetts General Laws (MGL).
 - b. **Alcoholic Beverages:** Alcoholic beverages are prohibited in all Town of Wellesley buildings and property.

c. **Illegal or Illicit Drugs:** Illegal or illicit drugs are prohibited in all Recreation buildings and on all Recreation property.

d. **Weapons:** Weapons, including knives and fire arms, are prohibited in all Town of Wellesley buildings and property.

e. **Food and Drinks:** Food and drinks are permitted only when indicated on an approved Rental Application form, and only in approved areas.

f. **Attire:** Proper dress and attire shall be worn at all times by attendees or participants in rentals. Shirts and shoes shall be worn at all times, and appropriate athletic shoes shall be used on athletic floors.

4. **Arrival and Departure Times:** The Warren Building shall only be made available for the hours shown on permit (open and close times). Renters must abide by these times and the Recreation Department and/or custodian may stop any event that has gone past the permit time. No rental shall begin before 8:00 am or extend beyond 9 pm (Monday – Friday) and/or 10 am – 6 pm on Saturday/Sunday.

5. **Access:** Recreation Department representatives shall have access to all Recreation areas during rentals.

6. **Gambling:** No permits will be issued when the primary purpose of the event is to conduct games of chance (e.g. Las Vegas Nights or Casino Night). Renters must be in compliance with MGL Chapter 271 Section 7a.

7. **Hardball Sports:** For the protection of walls, lights, fixtures and floor surfaces, hardball sports will not be permitted in The Warren Building. Rubberized baseballs/softballs will be considered acceptable for use on a limited basis, and subject to approval of the Recreation Department. Repeated damage caused by these sports may result in permit revocation.

8. **Equipment Use:** No equipment shall be used by renters unless it is specifically listed on the approved rental application. Organizations wishing to bring equipment into the Warren Building as part of rentals shall make arrangements at the time of the rental application, and such equipment shall be removed by the end of the rental period. The Recreation Department takes no responsibility for any equipment brought into the the Warren Building by the Rental group.

9. **As-Is Conditions:** The Warren Building and its equipment shall be accepted by renters in their existing “as-is” condition. Reasonable accommodations and repair attempts will be made where possible to facilitate rentals.

10. **Summer Requests:** Summer rental requests are restricted so that Recreation Department programs can be offered and/or the Warren Building can be cleaned and repaired for fall use.

12. **Refunds:** No refunds will be issued for any individual, group or activity which has had permits revoked.

13. **Decorations:** Decorations are permitted only if they conform to State and Wellesley Fire Department regulations and they do not interfere with the regular Recreation Department programming. Nothing should be pinned to curtains or drapes, nothing can be nailed to floors or walls and nothing can be tacked or stapled. Tape must be completely removed. Painter’s tape or scotch lightweight mounting putty are the only acceptable materials.

14. **Other Renters:** The Wellesley Recreation Department may rent separate space within the Warren building to more than one group at any one time. Each renter shall abide by their permits and shall share common space such as hallways and bathrooms as necessary.

15. **Heating and Cooling:** Only custodians shall be allowed to control heating and cooling functions within rented space.

16. The Recreation Commission and the Town of Wellesley assumes NO LIABILITY for injury to persons or property present in the Warren building or on Town property pursuant to a permit issued to any organization and/or person. Furthermore, the Recreation Commission and the Town of Wellesley accept NO LIABILITY for injury or damage caused by use of equipment, and the permit holder agrees to accept all equipment as is and to be responsible and liable for damage to the building and the equipment therein and for all personal injuries sustained by persons present pursuant to said permit. By accepting the permit for the space you acknowledge and accept these terms and agree to indemnify and hold the Recreation Commission and the Town of Wellesley harmless for any such injuries or damage.

17. By accepting the permit for the space you agree to comply with all applicable State and Federal laws and regulations and agree to indemnify and hold the Recreation Committee and the Town of Wellesley harmless for any such violation.

WELLESLEY RECREATION DEPARTMENT
Wellesley, Massachusetts 02481
FACILITIES RENTAL FEE SCHEDULES & REQUIREMENTS
CLASS I

Organizations in Class I include Town of Wellesley Department programs, Wellesley Youth Sports & Service Groups (Little League, MetroWest Basketball, Boys & Girls Scouts), organizations or activities, Class I organizations shall be comprised of Wellesley residents and/or WPS students. There is no charge for Wellesley Recreation Department programs.

Rental Fees and Other Charges

1. Rental/Custodial Fee: Class I organizations are charged a rental fee according to the table below.

Minimum rental period is 2 hours and rentals shall be scheduled in full hour increments.

Custodians are responsible for the care of the Warren Building, its equipment and facilities. \ If a rental is scheduled when custodians are not on duty (e.g., weeknights during a school vacation period, summer, Saturdays, Sundays, holidays), a minimum one hour of custodial time in addition to the rental period for the event shall apply (for example, a minimum custodial charge of four hours will be charged if a rental is for three hours.)

Warren Building	Rental Fee
Classroom	\$45/hr
Gymnasium	\$125/hr
Dance Studio	\$100/hr
Kitchen	\$75/hr
Children's Room	\$75/hr

WELLESLEY RECREATION DEPARTMENT
Wellesley, Massachusetts 02481
FACILITIES RENTAL FEE SCHEDULES & REQUIREMENTS
CLASS II

***Participants shall include visitors/guests/spectators of the event**

Organizations in Class II includes all groups which do not meet the requirements of Class I. Class II shall be comprised of societies, groups, religious organizations, private citizens, public charities & private sports teams (AAU, Select& Elite, etc). Wellesley Recreation reserves the right to deny any permit request that may conflict with the Wellesley Recreation Department mission, programming and/or services.

1. Rental/Custodial Fee: Class II organizations are charged a rental fee according to the table below.

Minimum rental period is 2 hours and rentals shall be scheduled in full hour increments.

Custodians are responsible for the care of the Warren Building, its equipment and facilities. If a rental is scheduled when custodians are not usually on duty (e.g., weeknights during a school vacation period, summer, Saturdays, Sundays, holidays), a minimum one hour of custodial **time in addition to the rental period** for the event shall apply (for example, a minimum custodial charge of four hours will be charged if a rental is for three hours.)

Warren Building	Rental Fee
Classroom	\$90/hr
Gymnasium	\$200/hr
Dance Studio	\$175/hr
Kitchen	\$125/hr
Children's Room	\$125/hr

