



Facilities Use Agreement

This Facilities Use Agreement (“Agreement”) is entered by and between The Fitzpatrick Collaborative, Inc. (“Manager”) of 45 Main Street, Pepperell, MA 01463 (“Premises”, commonly referred to as “The Fitz”), and _____ (“User”) of _____ . The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

- 1. Use of Facility.** Manager, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to User a license to use _____ROOM____, including shared access to common entry ways, corridors, and restrooms (“Facility”), for the purpose of _____PURPOSE_____ (“Event”) only and for no other event or purpose, and WHEREAS Manager has agreed to allow User to use the Facility provided that the following terms and conditions are met.
- 2. Date and Time of Use.** User shall be granted permission to access the Facility during the dates and times outlined as follows (“Usage Period”):

Date(s)	Start Time	End Time

User shall be permitted lawful access to the Facility during the Usage Period only. No other access shall be implied or granted.

- 3. Deposit and Facility Use Fee.** User shall pay to Manager the sum of ___COST___ (the “Usage Fee”) in consideration for the use by User of the Facility. User shall deposit the sum of ___DEPOSIT___ with Manager upon the execution of this Agreement, which sum shall be applied by Manager to the Usage Fee upon completion of this Agreement. The balance of the Usage Fee shall be paid in full by User prior to Usage Period. All payments shall be payable to “The Fitzpatrick Collaborative”. In consideration for the benefit of using the facilities, User agrees to abide by all the terms and conditions of use described in this agreement.

4. Responsible Party. The person(s) who completes and signs this Agreement shall be the Responsible Party. The Responsible Party shall coordinate all Event details with the Manager and agree to complete this coordination no later than seven (7) days prior to the Usage Period. The Responsible Party must be the host and in attendance throughout the Event or designate, in writing, additional Responsible Parties. The Responsible Party shall take all reasonable actions to assure event safety, to prevent damage to the Premises and equipment, and to see that these conditions and other policies and regulations outlined in this Agreement are met.

5. User's Obligations. User agrees to abide by any rules or regulations for the use of the Premises that are attached to this agreement.

- a. User shall not violate, nor allow the violation of, any Federal, State, or local law, or rules of the Manager. User further agrees that it will not use the Premises for any purpose that is contrary to the mission or purpose of the Manager.
- b. User shall not make any alterations to the Premises, fixtures, building systems, or equipment. At the end of the Usage Period, the Premises shall be left in a clean, safe condition and User shall remove from the Premises all property and materials belonging to the User.
- c. If any damage or misuse occurs to the Premises, or if any repair, restoration, replacement, or cleaning (herein referred to as "repairs") is required to the Premises as a result of User's exercise of its rights under this Agreement, Manager shall have the option of either:
 - i. requiring User, at User's sole expense and risk, to restore the Premises to the condition existing prior to the Event, or
 - ii. itself making repairs to the Facility, with all costs of materials and labor to be borne solely by User. User shall reimburse Manager for any action necessary to repair damages, clean, or remedy misuse to the Facility caused by User or its attendees no later than five (5) business days after Manager presents User with a written statement or invoice reflecting the nature and costs of the repairs or restorations.

Manager shall have sole and complete discretion in deciding which option to exercise.

- d. User shall exercise care in the use of the Facility and adjacent common areas and shall comply with guidelines to reduce excessive wear or damage. User agrees to keep the Facility and adjacent areas in a clean and orderly condition. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the Premises which User shall occupy, including corridors, entrances, and exits. User shall dry mop and/or vacuum the floors of any debris and place all trash in the proper receptacle. User shall be solely responsible for removal of debris beyond common household trash.

- e. The use of decorations in any way, dependent or affixed to wall, ceiling, fixtures, windows, doors, floors, etc. is prohibited unless approved by Manager. Specific limitations apply as to the use of tape, balloons, glitter, candles, markers, tack, nails, other such materials, and signage. All decorations must comply with local fire code and be completely removed at the conclusion of the Usage Period. User shall consult with the Manager for a full overview of allowable decorations and signage items to appropriately accommodate User's needs. Decorations and/or signage which cause damage or additional cleaning to Premises shall result in additional charges to the User. All decorations and all outdoor and indoor directional signage must be removed by User prior to conclusion of the Usage Period.
- f. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending User's function at the Facility. Manager, at its sole discretion, may require additional custodial support or police detail at User's expense.
- g. User agrees to accept the Premises in its as-is condition with all faults and shall conduct a visual inspection of the Premises, including entrances and exits, prior to each use, and warrants that the Premises shall be used only if it is in a safe condition.
- h. User and its guests shall not cause interference with the use or occupancy of the other portions of the Premises by Manager or others in any way. User's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Manager in maintaining the Premises.

6. General Provisions

- a. **No Smoking.** The use of tobacco, drugs, e-cigarettes, JUUL, vape (nicotine or non-nicotine) are prohibited from use anywhere on the Premises.
- b. **No Weapons.** All weapons and firearms are strictly prohibited on the Premises.
- c. **Unsupervised Minors.** Unsupervised minors (persons under the age of 18) are not permitted on the Premises. Minors must be accompanied by an adult at all times.
- d. **Animals.** Animals, with the exception of service animals, are prohibited on the Premises without prior written consent of Manager.
- e. **Open Flames / Smoke / Fog.** Open flames and the burning of any material is prohibited on the Premises. Candles, fog or smoke machines, or similar equipment which may activate fire alarms are prohibited in the Facility.
- f. **Bare feet.** Bare feet are prohibited on the Premises.

- g. **Exterior Doors.** To maintain building security and indoor air quality, exterior doors shall not be propped open at any time or for any reason without prior written consent of Manager.
- h. **Vehicle Parking / Unloading.** User and its guests shall abide by all parking and traffic requirements, including but not limited to observance of authorized parking locations. At no time may vehicles park in the fire lane or block the loading bay.
- i. **Leave It as You Found It.** We take pride in our facility and expect you will too! Please leave the facility in the condition you found it - or better. This includes turning off the lights, picking up waste, and returning furniture to its original location.

7. Insurance Requirements.

- a. Organizational Users: User agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$1,000,000.00 per occurrence. Such insurance shall be reasonably satisfactory to Manager and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Manager. User shall deliver to Manager duly executed certificates of insurance, naming Manager as additionally insured, upon execution of this agreement. Manager shall not at any time be liable for damage or injury to persons or property in or upon the Premises.
- b. Individual Users: User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Manager) from each participant in the activity. If the participants are minors, User shall obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

8. Indemnification and Hold Harmless. User agrees to hold harmless, indemnify and defend Manager, its officers, agents, employees, and representatives from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, cost (including attorney's fees), or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Manager (including Manager's agents, employees and representatives) or otherwise. This indemnity shall survive the termination of this Agreement. User hereby releases Manager from any and all liability or responsibility to User or anyone claiming through or under User by way of subrogation or otherwise for any loss or damage to equipment or property of User covered by any insurance then in force.

9. User's Property. Manager does not insure the personal property of User, its employees, agents, guests, or attendees against damage or loss by any means. User assumes all risk of any such damage or loss.

10. No Assignment or Subletting. This Agreement is non-assignable and non-transferable. User shall not assign any interest in this Agreement or otherwise transfer or sublicense the Premises or any part thereof to, or permit the use of the Premises by, any party other than User.

11. Right to Enter. Manager reserves the right to enter and inspect the Facility at any time for any reason.

12. Termination / Cancellation.

a. User may cancel this Agreement at any time up to 14 days prior to the Usage Period or specific Date of Use by providing written notice of such election to Manager, at no cost to User. If User shall elect to so cancel this Agreement less than 14 days and more than 7 days prior to the Usage Period or specific Date of Use, User will be charged 50% of the Usage Fee and any expenses incurred in good faith by Manager in preparation for User's use of the Premises. For cancellations 7 days or less prior to the Usage Period or specific Date of Use, User will be charged 100% of the Usage Fee and any expenses incurred by Manager.

b. Manager may terminate this Agreement in the event User fails to pay Deposit, Usage Fee, or any other charges due hereunder when the same is due or in the event User fails to perform any of its covenants hereunder.

In any of the aforesaid events, and in addition to any and all rights and remedies available to Manager by law or in equity, Manager may, with or without further notice, forthwith terminate this Agreement and expel and remove User, or any other person or persons in occupancy from the Premises, together with their goods and chattels, using such force as may be necessary in the judgment of Manager or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and reposesses and enjoy said Premises, and in addition to any other remedy it may have, Manager may recover from User all damages it may incur by reason of such breach by User. In no event shall Manager be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the Premises, even if Manager has been advised of the possibility of such damages.

13. Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any legal actions, claims, or demands shall be resolved via a mutually-acceptable alternative dispute resolution process. Should Manager and User be unable to mutually agree upon such a process, the dispute shall be handled in a court of competent jurisdiction within the Commonwealth of Massachusetts.

14. Modification of this Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter. Any modifications, changes, or amendments to this Agreement must be written and signed by all Parties to this Agreement.

15. Acceptance of Terms. I have read and understand the above terms and conditions and agree to abide by these terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written below.

Manager: _____ Date: _____

Name and Title: _____

User Signature: _____ Date: _____

Name and Title: _____

Mobile Number: _____ (for contact during rental period)