



Fitzpatrick Collaborative

45 Main Street, Pepperell, MA 01463

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 you ("User"). 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, subject to the terms and conditions of this Agreement, hereby grants to User a license to use portions of the Premises, including shared access to common parking lots, entry ways, corridors, and restrooms ("Facility"), for the purpose of the activity listed ("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 permitted lawful access the Facility during the dates and times ("Usage Period") indicated on their reservation permit only. A grace period of no more than 10 minutes prior and 5 minutes after shall be granted. No other access shall be implied or granted. **All setup and cleanup must be performed during the reserved time.**
- 3. Deposit and Facility Use Fee.** User shall pay to Manager a "Usage Fee" in consideration for the use by User of the Facility, as indicated. All Usage Fees must be paid in full prior to the start of Usage Period. User shall deposit 25% of the Usage Fee 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 and be in attendance throughout the Usage Period 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 all rules and regulations for the Premises:

- 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. 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. **All tables and chairs shall be returned to their original and proper location(s), lights turned off where appropriate, and all Manager property returned to pre-rental condition and location.**
- d. 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. 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, tape, residue, and all outdoor and indoor directional signage must be removed by User prior to conclusion of the Usage Period.**
- e. 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, at its sole discretion, 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. **User hereby acknowledges fees under this section (5) shall be charged at a rate of \$40/hour and shall be payable to Manager within 14 days.**

- 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) is prohibited anywhere on the Premises.
- b. **No Weapons.** 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. Please, turn off lights, pick up waste, and return furniture to its original location.

- 7. 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.
- 8. Right to Enter.** Manager reserves the right to enter and inspect the Facility at any time for any reason.
- 9. Termination / Cancellation.** User and/or Manager may cancel this Agreement at any time for any reason. 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 repossess 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.
- 10. 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.
- 11. Acceptance of Terms.** I have read and understand the above terms and conditions and agree to abide by these terms and conditions.

Updated: August 7, 2023