WALDENWOODSCONSERVANCY,INC.MEETINGHOUSERULESANDREGULATIONS

Rental Information and Regulations

Walden Woods Conservancy ("Walden Woods") expects the Lessee to conduct Lessee's event in a manner which gives proper consideration for decorations, equipment and furnishings located within and outside the Meeting House. All Lessees will conform to the Declaration, Bylaws & Rules of Walden Woods. The following regulations have been established to protect the facility and its contents.

GENERAL CONDITIONS OF USE

Only members of the Walden Woods Conservancy may rent this facility. A member must sponsor anyone else wishing to rent the Meeting House.

The Meeting House may be rented for social events (showers, receptions, children's parties, high school graduations), meetings and cultural activities. Lessee's activities during the rental period must be compatible with the building and adjacent properties. Stag parties are not permitted. Walden Woods reserves the right to refuse rental to events deemed inappropriate to the Meeting House.

RESERVATIONS & PAYMENTS

Security Deposit: Reservations are accepted up to 12 months in advance. A \$300 security deposit must be submitted with the Rental Agreement in order to reserve the Meeting House. A reservation is established when the Rental Agreement has been fully executed by the Lessee and accepted by the Board. Deposits may be made by check only. *Checks are made payable to Walden Woods Conservancy.*

Cancellation: If Lessee cancels a scheduled event prior to the event, the security deposit and rental fee will be refunded within 30 business days upon receipt of written notice of cancellation. The security deposit refund will be reduced by a \$50 handling fee.

Joint and Several Liability:

All obligations of the "Lessee" hereunder shall be the joint and several obligations of the Lessee and the sponsoring member or members of Walden Woods.

Refund of Security Deposit: Following evaluation of the condition of the facility after the rental period by Walden Woods staff, deposits will be refunded, reduced by any amount used to offset cleaning charges or damages as set forth below. The security deposit will be refunded within 30 business days of the event if the Meeting House and grounds are left clean and undamaged. If clean-up and damage expenses exceed the security deposit, additional charges will be assessed against the Lessee or their sponsor at the discretion of Walden Woods. When a cost is incurred, a written itemization will be sent to Lessee with a refund of remaining deposit.

<u>Rental Fee:</u> The total rental fee set forth on the attached schedule must be received by the Walden Woods Property Manager no less than ten (10) business days prior to the date of the rental period, unless other arrangements have been made with Walden Woods. **Two separate checks made payable to Walden Woods Conservancy are required for the security deposit and the rental fee.** Failure to pay the rent may result in forfeiture of the Meeting House for the rental period.

SERVICE OF ALCOHOLIC BEVERAGES

Alcohol may be served to persons over the age of 21 in the Meeting House under the terms and conditions consistent with the applicable laws of the State of Connecticut as long as the Lessee abides by the following rules:

- (a) Only wine and beer are allowed to be served. NO HARD LIQUOR IS PERMITTED.
- (b) No keg beer is permitted.
- (c) Lessee shall take full responsibility for and hold Walden Woods harmless from ALL liability arising from the serving and consumption of alcoholic beverages;
- (d) If caterers are to serve or provide a bartender to serve wine or beer, the caterer shall provide to the Event Coordinator a certificate of insurance evidencing a liquor liability policy at least seven days prior to the event date.
- (e) No alcoholic beverages are allowed without advance authorization.
- (f) Lessee agrees to abide by all laws and regulations regarding service and consumption of alcoholic beverages on the premises.

Lessee assumes all responsibility for any liability arising from the serving of alcoholic beverages at the event and for compliance with the Connecticut General Statutes and the ordinances of the Town of Windsor.

LIMITATION OF LIABILITY

Walden Woods' liability to Lessee for damages arising from rental or use of the Meeting House for any reason and under any theory of law whatsoever is limited to the total amount paid by Lessee to Walden Woods in rental fees and deposits. Walden Woods will not be liable for any failure to perform or damages caused by an act of God, force majeure or other unforeseen event reasonably beyond Walden Woods' control.

Walden Woods is not responsible for items belonging to Lessee or Lessee's guests that are lost, stolen, or damaged during the Rental Period. Lessee, and Lessee's guests as Lessee's permitted invitees, release Walden Woods from any and all liability for loss or damages to such property. Walden Woods will not be liable for the safety of Lessee's guests.

ACCEPTANCE OF LIABILITY

<u>Liability Relating to Meeting House:</u> Lessee agrees to accept liability for any loss, theft, or damage to the Meeting House, its equipment, or its furnishings.

Liability for Guests: Lessee is, and hereby acknowledges that it is, liable for the actions and behavior of Lessee's guests during the rental period, and at any other time such guest is on or around the Meeting House as a result of Lessee's use of the Meeting House. Lessee agrees to indemnify and hold harmless Walden Woods from all liability arising from the activities of Lessee and Lessee's guests during the rental period. Lessee further accepts the responsibility for enforcing compliance with the terms and conditions of this Agreement to the individuals attending the event.

Indemnification; Reimbursement for Costs: Lessee hereby agrees to save, indemnify and hold harmless Walden Woods, its Board, its staff and volunteers from any and all claims, fees, penalties, fines, costs and expenses arising from Lessee's rental or use of the Meeting House, including, but not limited to claims of Lessee's guests and invitees, caterers or rental vendors or expenses incurred by Walden Woods, its Board, its staff and volunteers to defend against such claims, including reasonable attorneys' fees. If Walden Woods, its Board, its staff or its volunteers incurs any expense in connection with Lessee's rental or use of the Meeting House, Lessee shall immediately reimburse such expense and if Lessee fails to so reimburse, Lessee shall also be liable for all costs of collection of such expense including court costs and attorney's fees.

EVENT COORDINATOR

The Board will assign an Event Coordinator. The Coordinator's responsibility is to supervise the set up of the facility in accordance with an approved floor plan, explain the use of the facilities and to make certain the Rules and Regulations are understood and the Lessee complies with these Regulations.

The sponsor resident of Walden Woods must be in attendance at the event. The coordinator will unlock the building, to ensure proper operation of the building, utilities and equipment, and to secure the building at the conclusion of the event. Lessee is to be sure all doors are locked and secure on leaving the event. The presence of a sponsor does not relieve the Lessee of the primary responsibility of clean-up after an event.

USE OF THE FACILITIES; RESPONSIBILITIES OF LESSEE

Occupancy: The maximum occupancy for the Meeting House is 80 people. However, for seating events requiring space for tables and chairs, occupancy for the Meeting House is limited to 60 people.

Closing: The Meeting House will be closed and secured by 10pm Sunday - Thursday, and 11pm Friday and Saturday. **Sufficient time must be allowed for clean-up prior to closing time or the event's scheduled departure time.** All persons, **supplies, and decorations must be out of the building by the departure time unless previous arrangements have been made with Walden Woods.** If occupancy exceeds the designated **departure time, any additional charges, based on the hourly rate, will be deducted from the security deposit.** Except as otherwise permitted in this Agreement, no materials may be stored, left or placed outside of the Meeting House.

<u>Right of Entry:</u> Walden Woods, and those persons authorized by it, shall have the right to enter the facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the facility. The Coordinator has the right to shut down the event if he or she determines it is out of control. Under such circumstances, the \$300 security deposit will not be refunded.

<u>Set Up & Decorating:</u> If available, arrangements can be made to set up and decorate the day before the event at the same hourly rate as the event.

The use of staples, nails and other fastenings or adhesives are prohibited. Scotch tape is allowed only on wood areas. No tape is allowed on wall surfaces. All decorations shall be removed at the conclusion of the event. If plants are used, watertight, non-sweating containers are required. If balloons are used, tethers shall be long enough to recapture the balloons should they float to the ceiling.

Tents are permitted in two designated areas: on the left and right patio areas only – not on the center green. For weekend events, tents can be erected on the Friday prior to the event with the approval of the Event Coordinator. Tents shall be removed within 24 hours of the event, unless prior arrangements have been made with the Event Coordinator. The liability for damage to the tent, which may occur during that period, is the responsibility of the Lessee. The Lessee is responsible for providing tables and chairs for use under tents.

Meeting House furniture or equipment is **not** to be taken and used outside the Meeting House.

<u>Catering</u>: No food or beverage services are supplied by Walden Woods. Lessee may bring in a licensed and insured caterer of its choice. Caterers are responsible for all materials and personnel brought into the facility.

Deliveries; Removal of Rental Items: The Lessee must be present for any deliveries. Unless other arrangements are made with the Coordinator, all rental items and items belonging to the Lessee must be removed from the premises within 24 hours of the event. Under no circumstances does Walden Woods assume responsibility for any property remaining after an event.

Clean-up: The Meeting House must be cleaned and returned to Walden Woods in the condition it was prior to the rental. Lessee is responsible for clean-up of the premises and any damage that may occur during the use of the facility. Lessee must be present during the entire event and must ensure that clean-up takes place immediately following the event. **Cleanup must be completed within the rental period**. Lessee is responsible for the removal of all equipment and furnishings brought to the Meeting House immediately following the event. Foodstuffs, ice, and other event-related refuse are the responsibility of the caterer and/or Lessee. **Garbage must be removed and taken off site**. Walden Woods may deduct charges for cleaning from the deposit for Lessee's failure to do so. **Parking:** Parking is allowed in designated areas only. Limited and handicapped parking spaces are available on the left and right side of the Meeting House and along Walden Meadow Road facing in one direction. **Parking** <u>is not</u> permitted on the circular drive of the Green.

<u>Animals</u>: Other than properly trained assist animals, pets are not allowed.

<u>Smoking:</u> Smoking is prohibited in the building. Cigarette smoking is permitted only in designated outdoor areas. All cigarettes must be deposited in smoking receptacles.

<u>Cooking:</u> <u>No cooking is allowed</u>. The kitchen may be used to arrange and warm food only.

Open Flame: The fireplace is not to be used without advance approval. Use of the fireplace is strictly prohibited at children and teenage events. Use of candles must be approved on a case by case basis. Fires and candles cannot be left unattended.

Noise: While it is understood that many events held at the Meeting House will incur above normal noise levels due to the number of attendees and/or the celebratory nature of the event, noise cannot be of a level that would be disturbing to the surrounding property owners.