

CITY OF MELROSE SOLDIERS AND SAILORS MEMORIAL BUILDING (MEMORIAL HALL) RENTAL RATES

590 Main Street, Melrose MA 02176 (781) 979-4185

www.melrosememorialhall.com

This page is for information only. To secure your rental, date(s) must be confirmed by Executive Director first, then a completed rental application with a **50% non-refundable deposit received.**

All Admission charges must include a contribution of \$1.00 per admission to the Memorial Hall Restoration Fund.

Each Rental Period is calculated from the time Access is granted to Renter or Renter's guests, invitees, or the public, until the End of the Event (defined as the time at which all attendees, Renter, Renter's agents, or any person other than Memorial Hall staff Exit the building and the premises are secured by Memorial Hall Staff.) All Rental Rates are billed in One Hour increments.

MEMORIAL HALL RENTAL RATES/FEES AND ANCILLARY FEES

(Effective July 1, 2022, through June 30, 2023)

- | | <i>(Fill in Amount)</i> |
|---|-------------------------|
| 1. Event Rental Rates and Requested Selection(s): | |
| 1.1 Main Hall and GAR Room: \$700.00 /up to five hour rental period. | 1.1 \$ _____ |
| 1.2 Number of additional hours requested @ \$150.00 /per hour: _____ | 1.2 \$ _____ |
| 1.3 Main Hall and GAR Room: \$1,000.00 /up to eight hour rental period. | 1.3 \$ _____ |
| 1.4 Number of additional hours beyond 8 requested @ \$100.00 /per hour: _____ | 1.4 \$ _____ |
| 1.5 GAR Room Only: \$300.00 /up to five hour rental period. | 1.5 \$ _____ |
| 1.6 Number of additional hours requested @ \$70.00 / per hour: _____ | 1.6 \$ _____ |
| 2. Rehearsal Rental Rates, <u>weekdays</u> only: review Rule #19 for rehearsal description | |
| 2.1 Stage and Dressing Room Use Only: \$200.00 /up to four hour rental period. | 2.1 \$ _____ |
| 2.2 Number of additional hours requested @ \$50.00 / per hour: _____ | 2.2 \$ _____ |
| 3. Ancillary Rental Rates & Fees: | |
| 3.1 Marley floor use is mandatory for stage rental for dance Events and Rehearsals.
Marley Floor Rental Fee: \$100 /per <u>Event or Rehearsal</u> . Number of Uses: _____ | 3.1 \$ _____ |
| 3.2 Deliveries Only outside of Event and/or Rehearsal time: \$50.00 /per hour, minimum 2 hours:
Date(s) Requested: _____ ; Number of Hours: _____ | 3.2 \$ _____ |
| 3.3 Steinway Grand Piano: \$200.00 per Event/Rehearsal.
Date(s) requested: _____ ; Estimated Tuning Cost \$ _____ (Provided By SSMB) | 3.3 \$ _____ |
| 3.4 Labor for additional "set up" and/or "tear down": \$40.00 /per hour, minimum 2 hours:
Date(s) Requested: _____ ; Number of Hours: _____ | 3.4 \$ _____ |
| Total Estimated Rental 1, 2, 3 | \$ _____ |

PAYMENT TERMS

- Submission of Rental Application and Agreement requires the following payment:
 - Security Deposit in the amount of \$300.00 (if required by SSMB); and
 - Non-Refundable Deposit of Fifty Percent (50%) of Total Estimated Due**
- Balance of Confirmed Amount Due must be received no less than sixty (60) days prior to Event to Rehearsal date. (If multiple dates are requested, payment is due sixty (60) days prior to first date). Failure of Applicant/Renter to remit balance of Confirmed Amount Due on or before Date Due shall result in cancellation of Event or Rehearsal by Memorial Hall.
- Dishonored Checks are subject to a \$50.00 service charge and all payments from Applicant/Renter shall thereafter be accepted only in the form of certified check, money order or cash within four days of the original date due.
- Applicant acknowledges and agrees that the Applicant/Renter may incur additional charges and/or fees, beyond the Confirmed Amount Due, as a result of the use of Memorial Hall and shall, within fifteen (15) days of receipt of an itemized invoice for said additional charges and/or fees, remit payment of the total amount then due, to Memorial Hall

CITY OF MELROSE SOLDIERS AND SAILORS MEMORIAL BUILDING

RENTAL RULES AND REGULATIONS

General Information

1. The Soldiers and Sailors Memorial Building Rental Rules and Regulations (hereinafter as may be referred to as the “Rules and Regulations”) are specifically made a part of and incorporated within the City of Melrose Soldiers and Sailors Rental Application and Agreement (hereinafter as may be referred to as the “Application”; the “Agreement”; or the “Application and Agreement”).
2. For purposes of the Application and Agreement and these Rules and Regulations, the terms “Renter” and “Applicant” are interchangeable and shall refer to the person(s) and/or organization identified in Section I of the Application and Agreement.
3. Renter acknowledges and understands that the Soldiers and Sailors Memorial Building (hereinafter as may be referred to as “Memorial Hall”) is a significant and historic building; a national, regional and local treasure. It consists of architectural features and fine craftsmanship throughout and contains historic artifacts all of which must be treated with the utmost care and consideration. It is the responsibility of Renter to ensure that Memorial Hall is treated respectfully by all attending the Event.
4. Any reference to Memorial Hall shall also include the Board of Trustees of the Soldiers and Sailors Memorial Building (hereinafter as may be referred to as the “Board of Trustees”), the Executive Director, the City of Melrose and its’ employees wherever the context so permits.
5. Memorial Hall staff shall provide access to the building at the specified time and shall secure the building at the specified Exit Time. Memorial Hall staff shall have complete, unfettered access to the entire facility, without exception, at all times.
6. Renter is solely responsible for reading, understanding and adherence, at all times, to all Rules and Regulations contained herein and compliance with any and all applicable Federal, State and City laws, ordinances, rules, regulations and by-laws (irrespective of whether or not the same are referenced in these Rule and Regulations or elsewhere in the Application and Agreement) and which pertain, in any way, to the planned activities to take place during the Event.
7. No animals, except certified service dogs, are permitted within Memorial Hall.
8. Renter may not store any property or items in Memorial Hall prior to or after the Event.
9. No smoking, open flames (including candles) or pyrotechnics are permitted in Memorial Hall.
10. No equipment displays and/or objects of any kind shall be placed in a manner that impedes access to any stairway, isle and/or exit.
11. Renter shall not cause any items to be affixed, adhered or placed upon, in any way, to the surface of any interior or exterior wall, molding, railing, window, structure, furniture, display or item of Memorial Hall and the exterior lawn, stairs, railings, windows, pillars, etc. Any and all decorations, lighting, signage, displays, etc. shall be free standing. All wires for lighting and sound must be run along the floor of the Hall and appropriately covered.
12. Renter shall remove all of Renter’s property or items at the End of the Event. Any items remaining in Memorial Hall after the End of the Event shall be deemed abandoned and shall thereafter become the sole and exclusive property of Memorial Hall and shall be disposed of at the sole discretion of Memorial Hall. Memorial Hall reserves the right to charge, and Renter shall pay any fees associated with additional removal of any items remaining in Memorial Hall after the Event and said fees shall include the cost of labor and/or cost of disposal of any items exceeding ten pounds in weight.
13. Renter shall be responsible for and shall pay for any and all damage sustained by or to Memorial Hall including but not limited to the interior and exterior of the facility, furniture, equipment, lights, fixtures, displays, etc., during the Event, Rehearsal or at any other time Renter may have expanded access to Memorial Hall and Renter shall pay all costs associated with the repair, replacement or restoration resulting therefrom.
14. The Rental of the Steinway Grand Piano requires Renter to also pay the ordinary and customary cost of tuning, to be performed by the piano tuner selected solely by Memorial Hall. An estimate of tuning cost will be provided upon request.
15. The captions, titles, marginal notations, etc. are provided for convenience purposes only and shall not be construed to limit the effectiveness, content or scope of the information provided thereunder.
16. Within thirty (30) days after the Event, any security deposit that has been paid by Renter will be refunded to Renter except in the event of breach of the terms of this Application and Agreement, damage to Memorial Hall and/or an outstanding balance owed to Memorial Hall.
17. Renters, its agents and/or employees shall at all times treat City employees, staff members and members of the public with the utmost courtesy and respect,
18. Memorial Hall reserve the right to refuse to contract with any individual or entity who has previously breached the terms of any Application and Agreement and/or Rules and Regulations for the Use of Soldiers and Sailors Memorial Building, or who has a documented history with the City of Melrose and/or Board of Trustees of the Soldiers and Sailors Memorial Building relative to a past event at this location showing concerning, disrespectful, and/or harassing behavior towards any City of Melrose employee, staff member or member of the public.

Facility Information

19. Rehearsal Rental shall consist of stage use and dressing room use only and shall not include setup or cleanup by Memorial Hall staff. There shall be no use of any other portion of the Memorial Hall facility including but not limited to the Main Hall, GAR Room, etc. during Rehearsal rentals. Rehearsals shall be attended only by performers and staff of Renter and shall not be open to the public.
20. Event or Rehearsal Rental of Memorial Hall for dance performances shall require the rental and use of the Marley Floor supplied by Memorial Hall.
21. No music shall be played beyond midnight. No activity of any kind (including clean up) shall occur after 1:00 AM.
22. Renter acknowledges that a maximum number of 30 tables may be placed upon the floor of the Main Hall. (Any space allocated for a dance floor, podium, or other device/activity may result in a decrease in the allowable number of tables.)
23. Only Memorial Hall staff is permitted to handle, manipulate, set up, move, remove, store, etc. equipment, tables, chairs, etc. of Memorial Hall. Upon completion of set up in accordance with Event plan/diagram, there shall be no further movement and/or manipulation of equipment, chairs, tables, etc.
24. All tables must be covered with a tablecloth provided by Renter. Any tables not covered at Event Start Time will be removed by Memorial Hall staff and not replaced.

25. The face value of all tickets for admission to an Event and/or the cost of admission for those Events for which no tickets are required shall include a Memorial Hall Restoration Fee of \$1.00 per each admission. Any and all advertisement and all tickets for an Event for which admission will be charged shall include the following printed language: *“The price of admission includes a \$1.00 donation to Memorial Hall Restoration Fund”*. Renter shall collect the sum of \$1.00 per admission and shall remit to Memorial Hall the sum so collected along with a verified statement certifying the following: number of tickets sold; number of admissions to the Event; date of the Event and amount of contribution to the Memorial Hall Restoration Fund. (A Sample Certification is available upon request.)
26. Based on availability and at the sole discretion of the Board of Trustees. Melrose based veterans’ groups may use the facility subject to conditions set by the Board. For the purposes of this provision, an eligible veterans group is defined as any veterans’ organization comprised solely of members considered veterans as defined by Federal Law and chartered or non-chartered and which also raises revenue solely through its’ dues structure.
27. Any promotional materials, advertisements and public invitations of any kind (written, electronic, audio, visual, etc.) associated with the Event shall be provided to Memorial Hall no less than fifteen (15) days prior to publication and/or dissemination.
28. At least one individual identified in Section I of the Application and Agreement shall be present for the duration of each Event or Rehearsal and shall have absolute authority to make binding decisions on behalf of Renter. Requests made and/or direction offered by any individual not identified in Section I shall not be honored.
29. Each Rental Period is calculated from the time Access is granted to Renter or Renter’s guests, invitees or the public, until the End of the Event (defined as the time at which all attendees, Renter, Renter’s agents, or any person other than Memorial Hall staff Exit the building and the premises are secured by Memorial Hall Staff.) All Rental Rates are billed in One Hour increments.
30. Any Renter that uses the kitchen (personally or in conjunction with a caterer servicing the Event) is solely responsible for the complete removal of any food, supplies and items and the cleaning of the kitchen, appliances, utensils, etc. as per Food Serve Safe Standards and the removal of all trash and the placement of the same in the receptacles designated by Memorial Hall, prior to the End of the Event. Memorial Hall reserves the right to charge Renter \$100.00/per hour for kitchen clean up necessitated by Renter’s failure to adhere to the aforementioned requirements.

Permits/Licensing/Insurance

31. It is the sole responsibility of Renter to comply with any and all applicable City and State laws, regulations, ordinances and licensing requirements with respect to the serving of alcoholic beverages. The following link is provided for convenience only <https://www.cityofmelrose.org/liquor-licensing-commission/pages/one-day-liquor-license> . It is the sole responsibility of Renter to adhere to all requirements of Melrose Liquor Licensing Commission and to obtain any and all required and necessary permits, licenses, insurance, etc. which, if obtained, shall be properly displayed during the Event. The serving of alcohol must cease at 11:30 PM or 30 Minutes prior to Event End Time, whichever first occurs. Memorial Hall staff shall not be permitted to handle, transport, clear or remove any alcohol containers from Main Hall or GAR room. No alcohol will be permitted upon the premises without a properly issued liquor license having been received and acknowledged by Memorial Hall in advance of any delivery of the same.
32. Renter acknowledges that there may be a requirement that a Police Detail be assigned to the Event. It is the sole responsibility of Renter to comply with any and all State and City laws, regulations and ordinances with respect to public safety. The City of Melrose requires a Police detail to be assigned to Memorial Hall for events that involve public participation of more than 50 people. The Melrose Police Department may require Police Detail in other instances as well. It is the sole responsibility of Renter to adhere to all police detail requirements of the Melrose Police Department. Any request to use a private security company must be submitted to Memorial Hall no less than sixty days prior to the Event and is subject to the approval of Memorial Hall and the Melrose Police Department. Confirmation of Police Detail must be received by Memorial Hall no less than sixty days prior to the Event. Memorial Hall reserves the right to require Police Detail in excess of that which is required by the City of Melrose Police Department if, in the judgment of Memorial Hall, the same may be necessary.
33. Renter acknowledges that there may be a requirement that a Fire Department Detail be assigned to the Event. It is the sole responsibility of Renter to comply with any and all State and City laws, regulations and ordinances with respect to fire safety. The City of Melrose Fire Department requires a Fire Detail for Events during which there is table seating in the Main Hall in excess of 270. The Melrose Fire Department may require a Fire Detail in other instances as well. It is the sole responsibility of Renter to comply with all fire detail requirements of the Melrose Fire Department. Confirmation of Fire Detail must be received by Memorial Hall no less than sixty days prior to the Event.
34. Renter is solely responsible for adherence to any and all licensing, copyright, patent requirements of whatever kind and/or nature and does hereby, on behalf of Renter, his employees, agents, invitees, heirs, successors and/or assigns, hold harmless and indemnify the City of Melrose, The Board of Trustees of the Soldiers and Sailors Memorial Building, their employees, agents, successors and/or assigns from any and all liability, loss, injury, claim or damage of whatever kind and nature arising from Renter’s failure to do so.
35. No less than sixty days prior to the Event, Renter must provide to Memorial Hall a certificate of general liability insurance with a minimum coverage amount of \$1,000,000.00 per occurrence and which certificate identifies the City of Melrose/Memorial Hall as an additional insured. Certificate must evidence a coverage period for all Event dates. Such policy must evidence coverage inclusive of the entire expected Rental Period as defined in paragraph 29 above.

Cancellation Policy

36. Any cancellation requests must be received, in writing, by the Executive Director of Memorial Hall.
37. Cancellations requested, in writing, more than sixty (60) days in advance of the Event or Rehearsal will result in only a refund of any Security Deposit made by Renter/Applicant. No other deposit shall be refunded under any circumstances. Attempted cancellations which are received less than sixty (60) days prior to the Event or Rehearsal shall not entitle Applicant/Renter to a refund of any amounts paid to Memorial Hall and if the entire Confirmed Amount Due/Rental Fee has not been paid by Applicant/Renter, Applicant/Renter shall forfeit all amounts paid, including any Security Deposit. Nothing contained herein shall limit the right of Memorial Hall to enforce all terms of the within Application and Agreement.
38. Memorial Hall reserves the right to cancel an Event or Rehearsal for breach by the Renter/Applicant of any term of the Application and Agreement and/or the Rules and Regulations of the Soldiers and Sailors Memorial Building or if it is determined that an Event may directly or indirectly create a reasonable concern for the safety of the staff, members of the public, attendees or which may create a risk of damage to Memorial Hall. The failure of Memorial Hall to enforce any of its’ rights with respect to the terms of the Application and Agreement and/or the Rules and Regulations of the Soldiers and Sailors Memorial Building shall not act as a waiver of any and/or all of those rights possessed by Memorial Hall.

Limitation of Liability/Indemnification

Neither the City of Melrose nor the Board of Trustees shall be responsible for any personal property stored, left, delivered, carried or brought upon the premises referred to as Memorial Hall. The risk of loss of, or damage to, all such property, whether by theft, breakage, accident, fire, vandalism, force majeure, casualty, freezing, water, wind, storm, flooding or otherwise rests exclusively with the Renter or person with right to possession thereof. No employee, agent, servant, officer, Trustee or other person has authority to waive the provisions of this limitation of liability, either expressly or impliedly, in whole or in part.

The Renter assumes complete responsibility and liability for any and all claims, losses, damages, expenses, penalties and judgements relating to or arising from the event. The Renter further agrees to save and hold harmless the City of Melrose, the Board of Trustees of the Soldiers and Sailors Memorial Building, their employees, agents, successors and/or assigns from and against all claims, losses and liability arising out of damage to property; injury to or death of persons occasioned by or in connection with the acts of omissions of the Renter or the Renter's agent; or the use of any equipment or property in connection therewith; and from and against all claims, losses, liability for costs, fees, and attorney expenses in connection therewith.

COVID-19 Waiver of Liability/Assumption of the Risk

The World Health Organization ("WHO") has declared the novel coronavirus ("COVID-19") a highly contagious, global pandemic that can be transmitted by individuals who do not exhibit symptoms of the virus. As a result, the WHO, the United States Center for Disease Control ("CDC"), federal, state and local authorities have recommended so-called social distancing and the limitation of person to person contact in order to help reduce the spread of

COVID-19. The City of Melrose and Memorial Hall follow the recommended guidelines of the WHO and CDC to help reduce the spread of COVID-19 and Applicant/Renter does hereby agree to adhere to any and all recommended federal, state and local guidelines and protocols during an event that is the subject of this Rental Agreement. Neither the City of Melrose nor Memorial Hall, and/or its Board of Trustees, can guarantee that the Applicant/Renter hereunder and/or its guests/attendees will not transmit or become infected with COVID-19. Applicant/Renter acknowledges the highly contagious nature of COVID-19 and nevertheless knowingly and voluntarily agrees to rent Memorial Hall and to sign this Rental Agreement. By doing so Applicant/Renter does hereby acknowledge and assume the risk that Applicant/Renter and any or all of Applicant's guests/attendees could potentially be exposed to or infected by COVID-19 during an event that is the subject of this Rental Agreement, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death to the Applicant/Renter and/or its guests/attendees. Applicant/Renter further knowingly and voluntarily accepts sole responsibility for any injury to Applicant/Renter and/or its guests/attendees (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Applicant/Renter and/or its guests/attendees may suffer or incur while at Memorial Hall. By executing this Rental Agreement, Applicant/Renter on behalf of the Applicant/Renter its guests/attendees, their successors, heirs or assigns, does hereby forever release, covenant not to sue, discharge, indemnify and hold harmless the City of Melrose, Memorial Hall and/or its Board of Trustees, and each of their employees, volunteers, directors, agents, and representatives, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to Renter's use of Memorial Hall. Applicant/Renter understands and agrees that this release includes but shall not be limited to any claims based on the acts, omissions, or negligence of Memorial Hall, its employees, volunteers, directors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any event, held at Memorial Hall.

Force Majeure

Should events beyond the reasonable control of Memorial Hall, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labor disputes at Memorial Hall or in the City of Melrose, (4) disease at Memorial Hall or in the City of Melrose, and its surrounding communities, (examples of disease: SARS, Legionnaires), (5) government regulation or advisory (including travel advisory warnings), (6) civil disturbance or threats of civil disturbance at Memorial Hall or in the City of Melrose, (7) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, (8) disaster, fire, earthquakes, and/or hurricanes in the City of Melrose, (9) unseasonable extreme inclement weather in the City of Melrose and the surrounding area, (10) shortages or disruptions of the electrical power supply causing blackouts or other essential utilities in the City of Melrose, or (11) any other cause reasonably beyond the control of Memorial Hall (collectively referred to as "occurrences"), making the event commercially impracticable, impracticable to perform, illegal, creating a potential for risk of injury to members of the public or damage to Memorial Hall or impossible to fully perform under this Agreement as the parties originally contracted. In such case, Memorial Hall may terminate this Agreement, without liability, upon written notification within as reasonable a period of time prior to the event as possible. Notice under this provision may be given at any time in advance of the event or during the event if the circumstances warrant the same.

This Application does not grant any rights to the Applicant/Renter nor authorize Applicant's use of Memorial Hall unless and until the Applicant/Renter submits a complete Application and receives a copy of the within Application and Agreement, duly executed by the Executive Director of the City of Melrose Soldiers and Sailors Memorial Building, at which time the within Application shall become binding upon the Applicant/Renter and the requested dates shall be confirmed.

The attached Soldiers and Sailors Memorial Building Rules and Regulations are hereby incorporated herein by reference and made a part of this Application and Agreement. Applicant/Renter further acknowledges and agrees that Applicant/Renter has read, fully understands and shall adhere to the payment terms contained herein as well as the Soldiers and Sailors Memorial Building Rules and Regulations attached hereto and incorporated herein by reference. Applicant/Renter represents and warrants that the foregoing information provided herein and/or submitted (now or in the future) by or on behalf of Applicant/Renter in connection with this Application and Agreement, is true and accurate and acknowledges that the information being supplied by or on behalf of Applicant/Renter is being relied upon by the Executive Director of the City of Melrose Soldiers and Sailors Memorial Building and is intended to induce the approval of said Application and Agreement. In addition to any other available remedy, in the event that the information contained herein is discovered to be false and/or misleading or in the event of a breach of a material term of the within Application and Agreement and/or the Soldiers and Sailors Memorial Building Rules and Regulations, may, at the discretion of the Executive Director and/or the Board of Trustees, result in forfeiture of any payments made including, but not limited to any security deposits and cancellation of the Event and/or Rehearsal.

The undersigned does hereby personally guarantee the full and complete performance of the within Application and Agreement and adherence to the payment terms including, but not limited to, the payment of all amounts due and payable at the time of the execution of the within Application and Agreement as well as any amounts that may become due and payable in accordance with the terms of the Application and Agreement. Applicant/Renter does hereby warrant and represent that he/she has the full and complete authority to bind the Applicant/Renter, if an organization, to the terms hereof.

Applicant/Renter does hereby, on behalf of Applicant/Renter, his employees, agents, invitees, heirs, successors and/or assigns, hold harmless and indemnify the City of Melrose, The Board of Trustees of the Soldiers and Sailors Memorial Building, their employees, agents, successors and/or assigns from any and all liability, loss, injury, claim or damage of whatever kind and nature including, but not limited to, the payment of reasonable attorney's fees, arising from the breach of the within Application and Agreement and/or the use of Memorial Hall.

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REVIEW ONLY