

CITY OF MELROSE MILANO CENTER RENTAL APPLICATION AND AGREEMENT

201 W Foster Street, Melrose, MA 02176

(781) 662-6886

<https://www.cityofmelrose.org/council-aging>

I. INFORMATION OF APPLICANT/PROSPECTIVE RENTER

1. **Date Submitted:** ____/____/____

2. **Name of Applicant/Renter:** _____

Name of Organization (if applicable): _____

Non-Profit 501 (c) (3) Organization: Yes: ____ No: ____

If yes, must attach non-profit status documentation

Contact/Authorized Rep.: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: _____ Alternate Phone: _____

Email: _____

Organization website (if applicable): _____

Event Title: _____

Expected Number of Attendees: _____

Seating Capacity Is Dependent Upon Configuration But Shall Not Exceed Capacity Set Forth By The Building Code

3. **On Site Contact Person (decision maker):** _____

Cell Phone: _____ Alternate Phone: _____

II. REQUESTED EVENT DATE(S) AND TIME(S)

1. **Rental Hours available:**

Monday through Thursday, 4:00pm – 10:00pm.

Friday 1:00pm – 10:00pm

Saturday through Sunday 8:00am – 10:00pm

2. **Event Date(s) Requested:**

Date(s) of Event(s): _____

OR

Attach schedule of multiple dates

3. **Event Start & End Times** (inclusive of set up/access and clean up/exit):

Date of Event(s): _____ **Date of Event(s):** _____
 Time of Set Up/Access: _____ Time of Set Up/Access: _____
 Time Doors Open: _____ Time Doors Open: _____
 Time Event Begins: _____ Time Event Begins: _____
 Time Event Ends: _____ Time Event Ends: _____
 Time of Exit from Hall: _____ Time of Exit from Hall: _____

III. **DESCRIPTION OF EVENT(S)**

1. **Type and Purpose of Event:** _____

Private: _____

Public: _____

Admission Fee: Yes ____ No ____

Amount to Be Charged Per Admission: \$ _____

Catered Event: Yes ____ No ____

Name, Address and Telephone Number of

Caterer: _____

If Catered Event, Caterer's License Must Be Submitted No Later Than 60 Days Prior to Event

Alcohol Service: Yes ____ No ____

(See <https://www.cityofmelrose.org/liquor-licensing-commission>)

No alcohol will be permitted upon the premises without a properly issued liquor license having been received and acknowledged by the Milano Center in advance of any delivery of the same.

IV. **REQUESTED FACILITY AND/OR FEATURES**

1. **Please Select Requested Facility and Insert Information Regarding Tables and Chairs:**

- **Tierney Hall** – Capacity: 64 w/ tables, 72 audience style
60" Octagonal Tables: ____ (8 available) ; OR Chairs Only/Auditorium Format
- **Outdoor Patio** – Capacity: 25 w/ tables, 40 audience style
6' Banquet Tables: ____ ; (5 available) OR Chairs Only/Auditorium Format
- **Classroom** – Capacity: 13 student style tables, 40 audience style
3' Square Card Tables ____ (13 available) ; OR Chairs only/Auditorium Format
- **Conference Room** – Capacity: 10
12' Conference Table with 10 chairs (1 available)

- **Carriage House Lounge** – Capacity: 12
3' Round Café Tables____ (3 available)

2. **Please Select Requested Facility Feature(s):**

If you require any of the following, please review the renter's checklist to ensure all clean-up requirements are met.

Kitchen: ____ House AV: ____ TV:____ Overhead speakers____
Microphone____ Microphone stand____ Patio Lighting____
Patio Speakers____ Patio TV____

V. MILANO CENTER RENTAL RATES/FEES

1. **One-time rental:** \$148/hour (2-hour minimum)
Each additional hour: \$85
2. **Non-profit Organizations:** \$75/hour (2-hour minimum)
Each additional hour: \$75
3. **City of Melrose Government Entity:** no charge for rental.
This category applies to City Departments, City Boards, Commissions, Committees, and other organizations / groups specifically authorized to act on behalf of the City of Melrose. Designated City representative shall be responsible for opening/closing building, clean-up, and other duties as noted in the renter's checklist.

VI. PAYMENT TERMS

1. Submission of Rental Application and Agreement requires full payment:
 - a) Full-refund awarded with 48-hour cancellation notice (in writing, submitted to Erica Brown, Milano Center Manager, or Stacey Minchello, Executive Director)
 - b) If a cancellation is requested within a 48-hour window of event, no refund will be awarded.
2. Checks must be made payable to:
City of Melrose, Milano Center

Send payment to:
201 W Foster Street, Melrose, MA 02176
Attention: Erica Brown, Milano Center Manager
3. 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 Milano Center 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 Milano Center.

CITY OF MELROSE MILANO CENTER RENTAL RULES AND REGULATIONS

Milano Center Rental Rules and Regulations

1. The Milano Center 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 Milano Center 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. City of Melrose staff shall provide access to the building at the specified time and shall secure the building at the specified Exit Time. (excludes City of Melrose employee rentals) City of Melrose staff shall have complete, unfettered access to the entire facility, without exception, at all times.
4. 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.
5. No animals, except certified service dogs, are permitted within the Milano Center.
6. Renter may not store any property or items in Milano Center prior to or after the Event.
7. No smoking, open flames (including candles) or pyrotechnics are permitted in the Milano Center.
8. 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.
9. 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 Milano Center 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 to prevent trip hazards.

10. Renter shall remove all of Renter's property or items at the End of the Event. Any items remaining in Milano Center after the End of the Event shall be deemed abandoned and shall thereafter become the sole and exclusive property of Milano Center and shall be disposed of at the sole discretion of the Milano Center. The Milano Center reserves the right to charge and Renter shall pay any fees associated with additional removal of any items remaining in the Milano Center 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.
11. Renter shall be responsible for and shall pay for any and all damage sustained by or to the Milano Center 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 the Milano Center and Renter shall pay all costs associated with the repair, replacement or restoration resulting therefrom.
12. 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.
13. 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.
14. Milano Center reserves 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 Milano Center, or who has a documented history with the City of Melrose and/or Board of Directors of the Milano Center 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.
15. This Application does not grant any rights to the Applicant/Renter nor authorize Applicant's use of the Milano Center 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 or Milano Center Manager of the City of Melrose Milano Center, at which time the within Application shall become binding upon the Applicant/Renter and the requested dates shall be confirmed.
16. 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 facility information below. 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 Milano Center 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 Milano Center, may, at the discretion of the Executive Director and/or the Board of Directors, result in forfeiture of any payments made and cancellation of the Event.

Facility Information

17. The Milano Center reserves the right to approve other rentals in spaces not reserved by the Renters. Renters will be notified if a separate event is reserved overlapping with their event.
18. No music shall be played beyond 10:00pm. No activity of any kind (including clean up) shall occur after 10:00pm.
19. At least one individual identified in Section I of the Application and Agreement shall be present for the duration of each Event 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.
20. 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 Milano Center staff Exit the building and the premises are secured by Milano Center Staff.) All Rental Rates are billed in One Hour increments.
21. 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 the Milano Center, prior to the End of the Event. The Milano Center 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

22. 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> . 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 30 Minutes prior to Event End Time.

Milano Center staff shall not be permitted to handle, transport, clear or remove any alcohol containers from the building. No alcohol will be permitted upon the premises without a properly issued liquor license having been received and acknowledged by the Milano Center in advance of any delivery of the same.

23. 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 Directors of the Milano Center, their employees, agents, successors and/or assigns from any and all liability, loss, injury, negligence and gross negligence, claim or damage of whatever kind and nature arising from Renter's failure to do so.
24. 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 for events that involve more than 50 people. The Melrose Police Department may require a Police Detail in other instances as well. It is the sole responsibility of Renter to adhere to all police detail requirements of the City of Melrose. Confirmation of Police Detail must be received by the Milano Center no less than sixty days prior to the Event. The Milano Center 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 Milano Center, the same may be necessary.
25. 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 contact the Melrose Fire Department to ensure compliance with all fire detail requirements of the Melrose Fire Department. Confirmation of Fire Detail must be received by the Milano Center no less than sixty days prior to the Event.
26. No less than sixty days prior to the Event, Renter must provide to the Milano Center, 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 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 above. No certificate of insurance must be provided by an approved City of Melrose Government Entity.

Limitation of Liability/Indemnification

27. Neither the City of Melrose nor the Board of Directors shall be responsible for any personal property stored, left, delivered, carried or brought upon the premises referred to as the Milano Center. 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, Directors or other person has authority to waive the provisions of this limitation of liability, either expressly or impliedly, in whole or in part.

28. 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 Directors of the Milano Center, 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

29. 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 the Milano Center 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 the Milano Center, and/or its Board of Directors, 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 the Milano Center 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 the Milano Center. 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, the Milano Center and/or its Board of Directors, 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 the Milano Center. 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 the Milano Center, its employees, volunteers, directors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any event, held at the Milano Center.

Force Majeure

30. Should events beyond the reasonable control of the Milano Center, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labor disputes at the Milano Center or in the City of Melrose, (4) disease at the Milano Center 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 the Milano Center 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 the Milano Center (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 the Milano Center or impossible to fully perform under this Agreement as the parties originally contracted. In such case, the Milano Center 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.

I, the undersigned Applicant/Renter have read the foregoing Application and the Rules and Regulations of the Milano Center including Limitation of Liability, Insurance Requirements, and Permitting and Licensing Information and do hereby personally acknowledge and agree to each of the obligations and requirements set forth therein. The Renter acknowledges that failure to adhere to the terms of this Application and Agreement, the Rules and Regulations of the Milano Center, may result in termination

of the Application and Agreement, cancellation of the event, forfeiture of any amounts paid to Milano Center, prevention from eligibility to rent Milano Center in the future, as well as incurring other potential liability for claims, damages, costs, etc. including, but not limited to, reasonable attorney's fees incurred in the enforcement of the rights of the Milano Center and the City of Melrose arising out of Applicant/Renter's breach of the terms of the Application and Agreement as well as the Rules and Regulations of the Milano Center. I, the undersigned Applicant/Renter further acknowledge that the foregoing Application and Agreement may be construed as a legally binding document and I have reviewed the same with an attorney prior to signing or have willfully and voluntarily chosen not to have the same reviewed by an attorney.

Applicant/Renter Name: _____

Name of Organization: _____

Signature: _____

Dated Signed: _____