

**Lawrence Boys and Girls Club, Inc.**

**Facility Rental Policy**

## General Regulations for Facility Rentals

1. The Club assumes no responsibility for any property or equipment used by the applicant, members, guests or other parties. The Club also reserves the right to approve any equipment used at its premises. Should there be any property loss or damage, the applicant will be notified of replacement or repairs to be made and the applicant will be responsible for reimbursing the Club for all costs within thirty (30) days of receipt.
2. The applicant agrees to indemnify and hold harmless the Club against all claims, damages and expenses including reasonable attorney's fees, court costs arising out of the applicant's acts or omission of any of the applicant's members, guests, or invites. The indemnification shall survive the termination of this license agreement.
3. The representative of the applicant executing this agreement certifies that he or she has been duly authorized to enter into this agreement on behalf of the applicant and the execution and delivery of the agreement or the performance of the terms and conditions hereof or result in any breach of obligation to which the applicant is a party.
4. A deposit of one-half the rental fee is due upon signing of the Rental Agreement. No rental will be officially scheduled until payment in full is received.
5. A 16 hour cancellation notice is required. Otherwise, the user will forfeit the rental and all associated charges.
6. The Club, in its sole discretion, will decide whether custodial help is required.
7. Custodians shall not be responsible for the supervision or conduct of the participants in the user's program. Custodians shall be paid for a minimum of four (4) hours.
8. Users must provide appropriate supervision of activities and individuals. In the event of use by minor children, user must provide one supervisor per 15 children.
9. Rental groups are restricted to the specific facility of the Club designated in the application.
10. The use of open flames is strictly prohibited.
11. The Club may require the user to hire a City of Lawrence Police detail as a condition of the rental. Payment for such is the responsibility of the user.
12. No food or beverages are to be allowed into the classrooms, the gymnasiums or swimming pool area unless express permission is granted in advance.
13. Use of swimming pool requires a minimum of two currently certified lifeguards. Certificates, as a minimum will include Lifeguarding, First Aid and CPR for the Professional Rescuer.
14. The Club is a smoke free environment and prohibits smoking in all facilities. The applicant agrees to have its members, guests and invites strictly observe this policy. A violation of this policy will result in the immediate termination of the applicant's license.
15. **Smoking and use of alcoholic beverages is absolutely prohibited.**
16. The applicant is responsible to comply with all local and state rules and regulations and must obtain any and all approvals with the prior consent of the Club.
17. Parking Regulations are to be adhered to strictly. Vehicles must not block fire lanes or part in unauthorized areas. The user's vehicles will be ticketed and/or towed for violation of this provision.
18. The applicant is responsible for leaving the facilities clean and restored to its usual order so that business may resume the next day.
19. If emergency conditions necessitate the closing of Club facilities, all use and rental of facilities will be automatically cancelled or postponed.

**Attachment A**  
**Insurance Requirements**

1. If the rental applicant is an individual, then they shall supply a Certificate of Insurance from their homeowner or rental agent/carrier naming the Lawrence Boys and Girls Club, Inc., its Officers, its Directors, Governors, Administrators, Staff and Employees, as additional Named Insured.
2. If the *rental* applicant is a not-for-profit corporation, business corporation, or unincorporated association of any kind, then it must provide a Certificate of Insurance naming the Lawrence Boys and Girls Club, Inc., its Officers, Directors, Governors, Administrators, Staff and Employees, as additional Named Insured evidencing the following coverage and limits:
  - A. Commercial General Liability Insurance**  
Including accepted contractual liability endorsements, with limits of liability of at least \$2,000,000 each occurrence Combined Single Limits, for Bodily Injury and Property Damagae with a \$2,000,000 annual aggregate.
  - B. Personal Liability**  
With limits of at least \$1,000,000 each occurrence, for Bodily Injury and Property Dam.
  - C. (If Applicable) Professional Errors and Omission Liability Insurance**  
Including accepted contractual liability endorsements of liability with limits of at least \$1,000,000 each occurrence.
  - D. (If Applicable) Worker's Compensation and Occupational Disease Coverage**  
In full compliance with the federal and state laws and covering the applicant's employees engaged in the performance of any work for applicant on Club Property.
  - E. (If Applicable) Employer's Liability Insurance**  
Covering injury or death to any employee who may be outside the scope of the Worker's Compensation and Occupational Disease statute, in the minimum limits of \$1,000,000 each accident; \$1,000,000 each disease and with a \$500,000 policy limit.
  - F. (If Applicable) Comprehensive Liability Insurance (Automobile Type)**  
Insuring owned, non-owned and hired self-propelled vehicles of the type for use on and off property, such policy to insure loading and unloading hazards with the limits of liability of at least \$1,000,000 Combined Single limit, for bodily injury and damage to property.
3. No person or entity shall be allowed to rent or otherwise use Club property unless they provide a Certificate of Insurance containing the foregoing information
4. If applicable, all cinders, certificates or policies of the foregoing coverage shall specifically designate by name the user's contractors and their sub-contractors. The required coverage shall be companies licensed to do business in Massachusetts with rates of at least A (X) by A.M. best. All binders, certificates or policies of the foregoing coverage shall specifically designate the following as an additional insured:

**Lawrence Boys and Girls Club, Inc., its Officers, Directors, Governors,  
Administrators, Staff and Employees.**

**Lawrence Boys and Girls Club, Inc.,**  
136 Water Street  
Lawrence, MA 01841  
(978) 683-2747 ext. 111 Fax (978) 725-5989

Markus Fischer  
Executive Director

[mfischer@lawrencebgc.com](mailto:mfischer@lawrencebgc.com)

**Facility Use Application / Permit**

Date of Application \_\_\_\_\_

Date(s) Requested \_\_\_\_\_ Time \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Responsible Party \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Facility Requested:** Check all that apply

Purpose of Use \_\_\_\_\_

Expected Attendance \_\_\_\_\_

\* It is understood by the above named organization that the use of the Club is provided at user's risk. User shall assume responsibility for all damages to the real and personal property of the Club.  
\* The above named organization must adhere to the Club Policy on Rental of Club Facilities which is hereby incorporated into said agreement.  
\* Upon termination of the above named organization's rental of the Club Facilities, the user's right shall immediately cease and terminate and the user shall place the facilities in the same condition as they were prior to said use. No tenancy of any kind is created by this Agreement.  
\* In consideration for this application/permit being accepted the above named group/organization does hereby agree to indemnify, hold harmless and release Lawrence Boys and Girls Club, Inc., its Officers, Directors, Governors, Administrators, Staff and Staff and Employees from any loss, damage, expense, claim or liabilities of any kind as a result of the rental of the designated facility.

Return top two copies with appropriate fee to: Markus Fischer, Lawrence Boys and Girls Club, Inc.,  
136 Water Street, Lawrence, MA 01841. **All checks payable to: Lawrence Boys and Girls Club, Inc.**

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Events Coordinator \_\_\_\_\_ Date \_\_\_\_\_

_____ Use Fee	_____ Date Received
_____ Custodial Fee	_____ Date Received
_____ Lawrence Police	_____ Date Received
_____ Certificate of Insurance	_____ Date Received