

RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. The function shall be private and shall include only Tenant's employees, agents, including caterer and guests.
- Should Tenant decide to change the purpose of Rental, Tenant must seek prior approval from Charter Oak Cultural Center (COCC) and under no circumstance can Tenant assign Rental to third parties without prior written consent from COCC.
- **3.** Tenant, its employees, agents and guests shall follow all requests of COCC's house manager and all applicable laws, ordinances and regulations.
- 4. Tenant and caterer (if applicable) shall pay and collect, as the case may be, any applicable sales and meals taxes on the food and non-alcoholic beverages that will be provided and COCC shall not in any way be responsible or liable for the same.
- 5. As a Class 2 Food Establishment, COCC can accommodate food warming service only.
- **6.** Tenant warrants and represents that it is able and hereby assumes full responsibility for the care and safekeeping of all property brought into the premises and for any injury to persons or damage to property occurring as a result of Tenant's use of the premises. Tenant must provide proof of liability and property damage insurance coverage valued at no less than one million dollars (\$1,000,000) two weeks prior to rental.
- 7. Tenant will submit a written list of any equipment that will be used on the premises prior to occupancy. Such equipment or property must be cleared first with COCC. Delivery and pickup of equipment must occur during the rental period (as described herein). COCC will not sign for any deliveries without prior approval.
- **8.** Tenant agrees to rent premises "as is" and to return it to a like condition in which it was found, including but not limited to:
 - Supervising guests so that no eating and drinking takes place in the sanctuary
 - Emptying trash (as required)
- 9. If additional cleaning is required as a result of Tenant's use of the premises, Tenant will forfeit security deposit.
- 10. Tenant will be liable for any damages to COCC premises and property, caused by Tenant and guests. Tenant agrees to indemnify and hold COCC harmless from any liabilities, costs or damages based on, or in any way arising out of, Tenant's use of premises for the function, or based on or in any way arising out of any violations of the terms of this agreement or any applicable laws, ordinances or regulations by Tenant or guest.
- **11.** In case of cancellation, Tenant must notify COCC at least two weeks prior to requested rental date or COCC has the right to charge Tenant the total amount due on the rental.
- 12. In the event that COCC determines at any time that any violation of the terms of this agreement or any applicable laws, ordinances or regulations has occurred, or will occur during the term of Tenant's use of the premises, COCC reserves the right to cancel the function at any time (even while in progress) and retain all payments. Any such determination shall be pursuant to COCC's sole discretion and shall be binding and final, and COCC shall not be liable to Tenant, caterer or guests for any charges made, or losses incurred as a result of COCC's determination.
- 13. Charter Oak Cultural Center is happy to permit the use of the premises for a private function. However, its obligation to the community and the security of the historic property are foremost. Accordingly, notwithstanding section 5 above, the Board of Directors of COCC reserves the final right of approval for the use of the premises for Tenant's function. In the event that the Board determines to cancel the function for reasons other than as set forth in section 5, it will make every effort to advise Tenant within a reasonable time and COCC will refund the Tenant's deposit in full. However, COCC cannot reimburse any costs caterer or guests may impose on Tenant, including any forfeited deposits, in the event of such cancellation.
- 14. No serving of alcoholic beverages without approval; no sale of alcoholic beverages.
- **15.** Piano moving & tuning by Charter Oak authorized mover and tuner only. Moving and tuning costs are the responsibility of renter. Details are available from the office.
- **16.** No lighting or sound system usage without approval of Charter Oak Technical Director.
- **17.** Tables and chairs are available at no cost but the office must have prior notice.
- **18.** Tenant agrees to assume full financial responsibility for any misuse of the facilities and equipment. Charter Oak reserves the right to charge renter for any damages to theater or equipment.

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