

OCCUPANCY AGREEMENT - THE CUSHING CENTER

This Agreement, made this _____ day of _____, 20 __, between CUSHING CENTER, 673 Main Street, Norwell, hereinafter called "Cushing" and _____, hereinafter called "user";

WITNESSETH:

1. Cushing hereby authorizes User to use Cushing on _____, 20 _____ between the hours of _____ and _____, for the purpose of _____.
2. User agrees to furnish at his own expense police and other protection as Cushing may require.
3. User agrees to assume liability for any and all personal injury, property damage, resulting directly or indirectly from User's use of the premises and further agrees to hold Cushing and Town of Norwell and its committees, agents and employees harmless from any and all liability, claims or assessments arising out of the User's use of the premises.
4. Cushing and the Town of Norwell assume no responsibility for damage or loss to personal property of the User, its guests, invitees, employees or servants in or on the premises, nor for personal injury to the said User, its guests, invitees, employees or servants, and expressly disclaims any such liability.
5. User shall be responsible for and will reimburse Cushing and Town of Norwell for any loss or damage to the premises or building, its contents, grounds, or equipment.
6. User agrees to leave the building and premises in the condition it was at the time User's use or occupancy began.
7. User will pay Cushing a **Rental Fee** of \$ _____, **written to The Town of Norwell**, due upon receipt of Occupancy Agreement. Cushing and User will inspect premises upon conclusion of User's use and if building and premises are in the same condition they were at time use began, will not incur additional charges.
8. User agrees that the maximum number of people permitted at this event shall be _____.
9. User agrees to the following:
 - a. Music and Alcohol must cease at 11:00 p.m. and the Center vacated by midnight.
 - b. Low amplification equipment is permitted for music .
 - c. One or more police officers must be present if 100 or more persons are expected to be present and alcohol is offered. Fees and costs of officers shall be paid by the User.
 - d. Custodian (or representative of Center) must be present as determined by Cushing. Fees and costs of custodian shall be paid by User.
 - e. Maximum precautions shall be taken to avoid fire hazards such as fireproofing of decorations and evergreens. Candles require candle holders that will protect Cushing Center from fire and wax spills - only dripless candles are to be used. No glitter, confetti, etc. No Mylar balloons, glitter, confetti, etc. No taping/tacking to walls. No gambling is allowed.
10. Liability to Persons and Property:
 - a. Any applicant using property agrees to assume liability for any and all personal injury or property damage resulting directly or indirectly from the User's use of the premises. The User further agrees to hold Cushing and the Town of Norwell and its Directors, agents and employees harmless from any and all liability, claims or assessments arising out of User's use of the premises.
 - b. User will not offer liquor unless User hires a bartending service with liquor liability insurance approved by the Cushing Center, to obtain a liquor license permit from the Town Board of Selectmen.
 - c. Any User shall agree to be responsible for and reimburse the Town for any loss or damage to the building, its contents, grounds, or equipment by the User, or its guests, employees or servants.
11. User shall be responsible for obtaining such local and state licenses as are necessary for the proposed or actual use of the building.
12. User will keep the premises in clean, orderly and sanitary condition at all times and agrees to use care to prevent any damage to the building or furnishings.

IN WITNESS WHEREOF, Cushing and User have hereunto set their hand and seal this _____ day of _____, 20 _____.

Cushing Center

User