

## REQUEST FOR USE OF CUSHING CENTER

**PO # 30** Norwell, MA 02061

(781) 659-2674

DATE WANTED: \_\_\_\_\_ Caterer Name \_\_\_\_\_

HOURS WANTED: \_\_\_\_\_ Serving Alcohol? Yes \_\_\_\_\_ No \_\_\_\_\_

ARRIVAL TIME OF GUESTS: \_\_\_\_\_ Bar Service hired \_\_\_\_\_

APPLICANT: \_\_\_\_\_

#GUESTS: \_\_\_\_\_ KITCHEN FACILITIES: \_\_\_\_\_

Is meeting open to the public? \_\_\_\_\_ Is admission to be charged? \_\_\_\_\_ If so, what use  
is to be made of the proceeds? \_\_\_\_\_

### CONDITIONS:

1. As a condition of this use, if granted, the applicant agrees to execute an Occupancy Agreement of Use between the Cushing Center Committee and the applicant. The applicant has read the Regulations for Use of the Cushing Center and assumes full responsibility in connection therewith and in compliance thereof, especially for loss, damage and cleanup of the building, contents, grounds or equipment, whether by the undersigned, guests, employees, bar servers or caterers. In addition, the applicant agrees to furnish, at his expense, such police and other protection which the circumstances or Cushing Center Committee will require.
2. Any approved applicant agrees to assume liability for any and all personal injury or property damage resulting directly or indirectly from the applicant's use of the premises. The approved applicant further agrees to hold the Town and its committee, agents and employees, harmless from any and all liability, claims or assessments arising out of the applicants use of the premises.
3. The Town assumes no responsibility or liability and expressly disclaims any liability or responsibility for damage to personal property belonging to the applicant, its guests, employees or servants in or on the premises for injury to persons invited to the premises by the applicant or employed by the applicant.
4. The applicant shall agree to be responsible for, and reimburse the Town for, any loss or damage to the building, its contents, grounds or equipment or its guests, employees or servants.
5. The applicant agrees to leave the building in the condition it was prior to the applicant's use or incur additional charges.

APPLICANTS SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

## OCCUPANCY AGREEMENT - The Cushing Center PO # 30, Norwell, Ma 02061

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. The Regulations For Use of The Cushing Center have been observed
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 police officers detail shall be paid by the User.
  - d. **Caretaker** (or representative of Center) must be present as determined by Cushing. Fees and costs of the Caretaker shall be paid by User to the Cushing outsourced Caretaker.
  - e. Maximum precautions shall be taken to avoid fire hazards such as evergreens and fireproofing of decorations. Candles require candle coverings that will protect from fire and wax spills - only dripless candles are to be used. No Mylar balloons, glitter, confetti, silly string etc. No dry ice/fog machines. No taping/tacking to walls or light fixtures. The Regulations For Use of The Cushing Center will be observed. 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.

Cushing and User have hereunto set their hand and agree this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Cushing Center

\_\_\_\_\_  
User