



Holcomb Farm
113 Simsbury Road
West Granby, CT 06090
860-844-8616
www.holcombfarm.org

FACILITY USE AGREEMENT

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections and sign in the signature page at the end of this document.

1. RENTER INFORMATION

Contact name _____

Tel: Home _____ Work _____ Cell _____

Organization _____

Address, City, State, Zip _____

Non-profit community event: _____ For-profit group/event: _____

2. EVENT INFORMATION

Description of event _____

Date of event _____ Estimated attendance _____

Time event begins (incl. set up) _____ Time event ends (incl. clean up) _____

Open to the public? Yes No Will minors be present? Yes No

Admission fee charged? Yes No Will there be music? Yes No

Type of music _____

Will food be served? Yes No Will food be sold? Yes No

Will alcohol be served? Yes No Will alcohol be sold? Yes No

3. FACILITY REQUESTED

4. CONDITIONS OF USE

A. RESERVATIONS

1. The facility is not considered rented until (1) Renter delivers to Holcomb Farm the Facility Use Agreement, rental deposit, certificate of insurance, written evidence of permits and licenses, and/or any other items deemed necessary by Holcomb Farm; and (2) Holcomb Farm, in its sole discretion, approves such rental in writing.
2. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.
3. Renter shall provide the Holcomb Farm Executive Director or his/her designee with a single contact who is to serve as the representative for Renter's activities.
4. Renter shall be responsible for securing all required permits and licenses.
5. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
6. Renter shall not use Holcomb Farm's name to suggest endorsement or sponsorship of the event without prior written approval of the Executive Director or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
7. Renter shall permit any Holcomb Farm Board members or staff to visit the event described in this agreement.
8. Renter shall be responsible for picking up the keys to the Facility, if any, from Holcomb Farm office manager prior to the event. Renter shall return keys immediately following the event to the Holcomb Farm office manager.
9. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of Holcomb Farm.

B. FEES

The Workshop

Full day (9:00am – 5:00pm) = \$100.00 or \$25.00 per hour

Evening (5:00pm – 10:00pm) = \$25.00 per hour

The Main Barn

Full day (9:00am – 5:00pm) = \$250.00 or \$63.00 per hour

Evening (5:00pm – 10:00pm) = \$63.00 per hour

Grounds (area behind Main Barn to the south side of the Workshop including the clay oven.)

Full day (9:00am – 5:00pm) = \$50.00 or \$12.00 per hour

Evening (5:00pm – 10:00pm) = \$12.00 per hour

1. Holcomb Farm may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
2. Renter is responsible for any lost keys, and any costs that the Holcomb Farm might incur to replace and/or re-key the Facility.
3. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by Holcomb Farm as a result of same and these fees shall be billed to Renter.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the Holcomb Farm, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of Holcomb Farm, its officers, employees, or agents.
 2. Renter may be required to provide a certificate of insurance prior to facilities rental. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of Holcomb Farm's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the Holcomb Farm, its officers, employees, and agents as additional insureds prior to the rental date of the Facility. Renter shall file certificates of such insurance with the Holcomb Farm, which shall be endorsed to provide thirty (30) days notice to Holcomb Farm of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, Holcomb Farm may deny access to the Facility.
 3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of Holcomb Farm's facilities and adjoining property to the Executive Director or his/her designee, in writing and as soon as practicable.
 4. Renter waives any right of recovery against Holcomb Farm, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to Holcomb Farm, its officers, employees, or agents.
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5. Renter waives any right of recovery against Holcomb Farm, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the Holcomb Farm, its officers, employees, or agents seek recovery against Renter.

D. SECURITY

1. Holcomb Farm, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through the Holcomb Farm or a private security agency.
2. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. Holcomb Farm is not responsible for providing this supervision. However, Holcomb Farm may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

E. SET UP / CLEAN UP / DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
 2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
 3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
 4. Renter shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
 5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Executive Director or his/her designee.
 6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by Holcomb Farm as a result.
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F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take Holcomb Farm property outside of the Facility for any reason without the prior written approval of the Executive Director or his/her designee.
2. Renter shall not use Holcomb Farm equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Executive Director or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. Holcomb Farm does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use.
5. Renter shall secure the approval of Holcomb Farm before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the Executive Director or his/her designee.

G. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
 2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
 3. Gambling of any kind is not permitted at the Facility
 4. Smoking is not permitted at the Facility.
 5. No animals are permitted at the Facility, with the exception of guide dogs.
 6. If Renter violates any part of this agreement or reports false information to Holcomb Farm, Holcomb Farm may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
 7. Holcomb Farm may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
 8. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
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IMPORTANT – READ
BEFORE SIGNING

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name _____

Organization _____

Address _____

Telephone: Home _____ Work _____

Holcomb Farm USE ONLY

Non-Profit/Community Use: _____

Non-Profit/Community Use: Donation: _____ Volunteer Hours committed: _____

For-Profit/Corporate Use: _____

Rental fee _____ Deposit _____ Total paid _____

Deposit refunded _____

Approved: _____

Denied: _____

By: _____

Date: _____
