

# 2013 Merrymount Association Merrymount Beach Rental Agreement

*(for paid members only)*

## Rental Agreement

**Contact Person:**

**Membership Dues Paid:** Y (must be paid for current year)

**Address:**

**Phone number:**

**Email address:**

**No. of Guests:**

**Event Date:**

**Start Time:**

**Ending Time:**

### Facilities Information

Use of open grassy area and bathroom facilities is included. Use of the picnic tables allowed and they must be put back after use.

### Description of party

Any questions should be directed to Jeanne Keenan, Board Member/Beach Rental Designee,

(617) 786-9406, [jeannequi@msn.com](mailto:jeannequi@msn.com)

**Rental Fees: \$25 under 25 ppl, \$50 for 25 to 50 ppl**

**Date Paid:**

**Amount: \$**

**A non-refundable deposit of \$25.00** is required with this agreement to secure your rental of Merrymount Beach. The deposit will be considered as part of the total fees due, except in the case of cancellation, which will result in the loss of deposit. Final Payment is due one day prior to the event. Rental includes use of grassy area. Other paid association members may be present on the beach and park area at the time of your event, but not within the designated rental area. Renter agrees to Merrymount Beach Rental Policies, attached to and incorporated herein.

**I certify that I have provided a certificate of homeowner’s liability insurance evidencing personal liability coverage.**

**By signing this application, I hereby indemnify and hold harmless the Merrymount Association , including but not limited to its past, current and future directors, officers, employees, agents, representatives, and members from and against any and all known and unknown complaints, claims, causes of action, suits, litigation, demands, and obligations of every kind, including claims for damages or injuries and any other form of relief available at law or in equity, available to myself or any of my guests which may arise out of this rental of Merrymount Beach and participation in any activities during said rental period.**

PLEASE SIGN AND RETURN ONE COPY OF THIS AGREEMENT, ALONG WITH YOUR DEPOSIT, BY \_\_\_\_\_ OR THE ABOVE DATE MAY NOT BE HELD.

|   |                            |             |
|---|----------------------------|-------------|
| <b>Board Member, Merrymount Association</b> | <b>Signature of Renter</b> | <b>Date</b> |
| Date  |                            |             |

## Merrymount Association Rental Policy

The Merrymount Beach is available for the enjoyment of its members at all times. As a benefit of membership, a member may rent an area of the beach for a reasonable size gathering. For the purposes of safety of members and guests, access to and enjoyment of the Merrymount Beach by its members, and recognition of our residential location, all Rentals are subject to the following conditions:

1. To reserve a rental with the Merrymount Association for the property located at Merrymount Beach, all individuals must provide the following by the requested date in the rental agreement:
  - Renter must be a paid member of the Merrymount Association
  - Certificate of insurance showing a current homeowner's liability policy with personal liability coverage.
  - Signed rental agreement.
  - Non-refundable deposit.
2. Rentals are not available for any political, fundraising, business or profit making activities.
3. Rentals are available for small family or social gatherings. The Merrymount Association Board has the discretion to set a reasonable maximum number of guests based on the time of day and time of year of the rental and the impact of the rental on neighbors and the use and enjoyment of the Merrymount Beach by Members.
4. By this Agreement, the Merrymount Association is providing access to a reserved area of the grass area and access to the bathroom facilities. At all times, members of the Association will have access to the beach and playground area.
5. This Agreement does not provide access to the kitchen facilities.
6. Rental periods may not exceed four hours in duration and must conclude no later than 9 p.m.
7. The Renter is responsible for supervising his or her guests and for ensuring the guest's behavior. The renter and his or her guests are responsible for the loss, defacing, breakage, etc. of beach buildings and property.

Initials: \_\_\_\_\_

8. Renter will maintain good order and discipline on the part of all guests present on the premises during the time he/she has use of the premises.
9. Inflatable entertainment ('bouncy houses' and the like), loud music, large scale sports equipment, adventure equipment, and animals (traveling zoos, pony rides, petting zoos and the like) are not permitted. It shall be within the discretion of the Board to determine whether a proposed activity fits within the category of permissible or impermissible entertainment.
10. The Merrymount Association assumes no responsibility for accident, injury or emergency transportation.
11. A first aid kit should be provided by renter and kept on hand during event.
12. Life guard not on duty during event – Swimming is at own risk.
13. The Merrymount Association is not responsible for the personal property of any renter, guest or member lost, stolen or damaged before, during or after the rental period.
14. At no time are drugs, weapons, fireworks, or other harmful substances permitted on the beach.
15. Smoking is not permitted anywhere on Merrymount Beach.
16. Alcohol shall not be sold on the beach. The Renter must pay for police officers and or/firefighters required by local ordinances or regulations.
17. Clean up is the responsibility of the renter. All trash must be contained and placed in dumpster and recycling in the appropriate container. If the trash is excessive, the Board reserves the right to require the Renter to pay an additional trash removal fee. The entire Rental area, including bathroom facilities, must be left in rental condition at the end of the rental period.
18. It is the policy of the Merrymount Association to recycle. All renters and guests are requested to use the recycling containers provided for appropriate disposal of cans and bottles.
19. The Renter and his or her guests are required to comply with all local, state and federal laws as well as the By-laws and Rules of the Merrymount Association.
20. The Merrymount Association Board reserves the right to terminate this Agreement at any time for non-compliance with any of its terms or conditions.

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|---|------|----------------------------|------|
| <b>Board Member, Merrymount Association</b> | Date | <b>Signature of Renter</b> | Date |
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