

TOWN OF SUDBURY

FAIRBANK COMMUNITY CENTER MULTI-PURPOSE ROOM FACILITY USE AGREEMENT AND TERMS & CONDITIONS

This Facility Use Agreement (“Agreement”) and Terms & Conditions (“Terms & Conditions”) is made by and between the Town of Sudbury, Massachusetts, acting by and through its Town Manager or designee (“Town”), and:

Applicant / Organization Name:

Contact Person:

Address:

Phone:

Email:

Sudbury Resident/Business ☐ Yes ☐ No Private Organization ☐ Yes ☐ No

1. FACILITY RESERVED (Fairbank Multi-Purpose Room)

Event Name:

Event Description:

Date(s):

Time(s):

Total Hours:

Number of people:

Food will be served ☐ Yes ☐ No

Audio Visual ☐ Yes ☐ No

Tables Required ☐ Yes ☐ No

Number of Tables:

Chairs Required ☐ Yes ☐ No

Number of Chairs:

Minimum two (2) consecutive hours required. Applicant will be allowed one hour prior to or after the rental for setup or cleanup without charge.

2. PRIORITY OF USE AND POLICY & PROCEDURES

This reservation is subject to the Town’s Fairbank Community Center Facilities Use Policy and Procedures.

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3. FEES AND PAYMENTS

- Tier Classification: Tier 1 / Tier 2 / Tier 3
- Payment is due at time of reservation (invoice to be sent).
- Security deposit may be retained in whole or part for damage, inadequate cleanup, or policy violations.
- Security Deposit due at time of reservation: \$50.00
- Audio Visual Equipment (if applicable): \$30.00
- Custodian Fee: \$40.00

Rental Tiers	Full Room
Tier 1: Town of Sudbury Boards, Departments, Committees, Commissions or Officials and Town Sponsored Events	\$0
Tier 2: Events educational, recreational social, civic, or philanthropic purposes by Sudbury-based non-profit organizations and Sudbury residents	\$80/hour
Tier 3: All other private events / non-Sudbury residents	\$100/hour

Hourly Rental Fee:

Total Hours:

Total Rental Fee:

4. CANCELLATION

- 15+ days' notice – 100% refund
- 4–14 days' notice – 50% refund
- 0–3 days' notice – No refund

Town Closure or Cancellation (Weather/Emergency): The applicant shall discuss rescheduling the event with the Town Manager's Designee or notify the designee that they do not wish to reschedule. If the event cannot be rescheduled, or the applicant chooses not to reschedule, the applicant shall be entitled to a 100% refund.

Municipal and emergency needs take priority. The Town reserves the right to reschedule or cancel this reservation at any time if required for public purposes and/or in the case of an emergency. In such event, all fees paid shall be refunded.

5. GENERAL USE CONDITIONS

The Applicant agrees to comply with the Fairbank Community Center Multi-Purpose Room Use Policy and Procedures; not to sublet, assign or otherwise grant any other person, group or entity their authorization to use the room; to restore the room to its original condition; to comply with occupancy limits; not to imply Town endorsement in publicity; and to comply with all applicable laws.

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Room Setup: The Town is not responsible for setting up the room for rentals. Tables and chairs will be provided, but the Applicant is responsible for arranging the room to meet their needs and returning the room to its original condition at the end of the rental.

The Applicant will be permitted up to one additional hour total, at no additional cost, for setup and cleanup. This one-hour period may be used before the scheduled rental time, after the scheduled rental time, or divided between setup and cleanup. It does not provide one hour before and one hour after the rental. All cleanup must be completed, and the room restored to its original condition, no later than 9:00 p.m. Failure to restore the room may result in additional charges and/or loss of the security deposit.

RESTRICTED AREAS

This Agreement authorizes use of the Multi-Purpose Room and the designated restrooms located in the corridor adjacent to the Fairbank Gym. Access to any other part of the Fairbank Community Center is prohibited unless specifically authorized in writing by the Town. The Applicant and all participants, spectators, guests, invitees, and attendees are prohibited from entering or accessing:

- The Atkinson Pool, locker room and viewing area
- Senior Center areas
- Kitchen
- The Fairbank Gym
- Recreation Department offices
- Program Rooms and Taz Room
- Any other area not specifically authorized under this Agreement
- Piano in Multi-Purpose Room

6. YOUTH ORGANIZATION SUPERVISION REQUIREMENTS

For events involving minors (under 18 years of age):

- A responsible adult (age 21 or older) must be present at all times.
- Minimum supervision ratio: 1 adult per 10 children under the age of 18, unless otherwise approved in writing. Supervising adults must remain in the room and may not leave minors unattended.
- The Applicant is responsible for conduct and safety of all participants.
- The Applicant acknowledges that the Town does not and has no obligation to provide supervision or childcare services.
- Youth organizations shall conduct CORI/background checks consistent with applicable legal requirements.

Failure to provide adequate supervision for minors may result in immediate termination of the event, in which case Applicant shall not be refunded for any fees paid.

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7. FOOD AND ALCOHOL

Food must comply with Board of Health requirements. The kitchen is not available for rental use. Alcohol is prohibited unless a One-Day Liquor License is obtained, ABCC regulations are followed, required police details are secured, and the Town approves alcohol service in advance.

8. INSURANCE

Insurance is required for all users other than Town of Sudbury Committees, Town Departments, Federal, State and Town Government officials as follows: general liability insurance with minimum limits of \$1,000,000 per occurrence. All policies shall be so written so that the Town of Sudbury is listed as an additional insured. The Town of Sudbury holds the right to waive the requirement under certain limited circumstances where insurance requirements pose a cognizable financial hardship and requests must be in writing. The Applicant shall provide the Town with a copy of said Certificate of Insurance no less than 48 hours prior to Applicant's event.

9. WAIVER, RELEASE AND INDEMNIFICATION

The Applicant, on behalf of themselves and the group or organization they are renting the Facility for or on behalf of, acknowledges that the use of the Facility is voluntary and at their own risk, and shall forever release and hold harmless the Town of Sudbury, its officers, officials, employees, staff, agents and volunteers (together, the "Releasees") from and against any and all liability, loss, damages, expenses, claims, actions, including costs and attorneys' fees arising out of the use of the Facility. Applicant shall further fully reimburse the Releasees for any damages, costs, or expenses resulting from my use of the Facility. Additionally, Releasees shall not be responsible for any loss, personal injury, theft or damage to personal property during the use of the Facility by Applicant.

Applicant shall further indemnify, defend and hold harmless the Releasees against any and all claims and proceedings of any description that may be asserted, directly or indirectly, that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries or damage to any property resulting from the Applicant's use of the Facility.

Applicant acknowledges that they have read and understand this release, indemnification and hold harmless provision and shall agree to it voluntarily either individually or on behalf of the group or organization they are renting the Facility for or on behalf of. Applicant expressly acknowledges that the Releasees will not be liable for any damage or injuries resulting from said rental use.

10. REVOCATION

The Town reserves the right to deny, condition, or revoke use of the Room for operational, safety, legal, or policy reasons including, but not limited to, failure to comply with the terms contained herein and/or in the Use Policy and Procedures for the Facility, or the request of an entity with a higher priority of use for use of the Facility at the same time.

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Questions Regarding Room Rentals: For questions regarding room rentals, availability, or the application process, please contact the Town Manager's Office at booking@sudbury.ma.us or (978) 443-8891.

ENTIRE AGREEMENT

This Agreement, together with the Fairbank Community Center Facility Use Policy and Procedures and all applicable Town policies and regulations, constitutes the entire agreement between the parties. By signing below, the Applicant acknowledges that they have read, understand, and agree to comply with this Agreement and the Fairbank Community Center Facility Use Policy and Procedures.

Applicant Signature: _____ Date: _____

Printed Name: _____

Town of Sudbury Authorized Signature: _____

Date _____

Mail Payments:

Town of Sudbury
Town Manager's Office
278 Old Sudbury Road
Sudbury, MA 01776

[Pay Online – Click Here](#)