

**HELLENIC ASSOCIATION OF SOMERVILLE, MA D/B/A DORMITION OF THE VIRGIN MARY GREEK  
ORTHODOX CHURCH DILBOY BANQUET HALL RENTAL AGREEMENT**

This hall rental agreement (this "Agreement") is made and entered by and between the Hellenic Association of Somerville, MA d/b/a Dormition of the Virgin Mary Greek Orthodox Church of 29 Central Street, Somerville, MA 02143, ("Hellenic") and \_\_\_\_\_, (hereinafter the "Renter"). Hellenic hereby agrees to rent to Renter the Dilboy Banquet Hall (the "**Hall**") on \_\_\_\_\_ from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m (the "Rental Period"). At least thirty (30) days prior to the Rental Period, Renter shall notify Hellenic of the approximate number of guests who will use the Hall during the Rental Period, provided, however, Renter agrees that in no event shall more than two hundred fifty (250) guestS use the Hall. Hellenic shall provide Renter(s) with use of the Hall, no more than two hundred fifty (250) chairs, and no more than thirty (30) tables for the Rental Period.

Renter(s) agrees to pay Hellenic \_\_\_\_\_ and xx/100 Dollars (\$\_\_\_\_\_) per hour for the use of the Hall (the "Hourly Rent"). Renter shall pay the Hourly Rent amount for the full agreed upon Rental Period even if the Hall is vacated prior to the end of the Rental Period. If Renter, or Renter's guests uses the Hall beyond the last full hour, Renter shall pay additional rent which shall be calculated as follows:

- (i) If the Renter, or Renter's Guests use the hall for 1 to 30 minutes beyond the last full hour, the Renter shall pay half (½) of the Hourly Rent for the additional;
- (ii) If the Renter, or Renter's guests, use for 31 to 59 minutes beyond the last full hour, the Renter shall pay the full Hourly Rent for the additional use .

**Renter(s) further agrees to pay Hellenic the following where applicable:**

- **Security deposit in the amount of \$\_\_\_\_\_;**
- **Custodial/Cleaning Fee in the amount of \$\_\_\_\_\_;**
- **Liquor License Application Fee in the amount of \$\_\_\_\_\_ (mandatory if liquor is to be served by Hellenic);**
- **Police detail for entire event in the amount of \$\_\_\_\_\_ (required whenever liquor is served or event will have 100+ guests, regardless of the provider);**

**Grand Total Amount Due to Hellenic \$\_\_\_\_\_**, which shall be due on or before \_\_\_\_\_.

Hellenic and Renter(s) agree to be bound to the following terms and conditions:

**Payment Terms:**

Renter must pay the grand total amount to Hellenic by the due date specified above. Payment shall be made in the form of certified bank check, money order, or credit card. Personal checks will be accepted only if payment is made at least 60 days in advance of the event. For events booked less than 60 days in advance, full payment is due immediately upon signing this Agreement and must be made via money order, certified bank check, or credit card.

If a personal or business check is proffered and is returned unpaid or otherwise dishonored, there will be a "Returned Check Fee" of \$35.00 assessed.

Payment shall be made online at <https://www.dormitionchurch.org/hall-deposit> or in person and payable to:

**Hellenic Association of Somerville, MA 29 Central Street, Somerville, MA 02143**

All correspondence shall be deemed properly sent if addressed to the Renter(s) as noted herein. It shall be the sole responsibility of Renter(s) to notify Hellenic of any change in address, and failing the same, notification to Renter(s) shall be effective upon mailing, first class mail, postage prepaid to the address as set out herein.

**Security Deposit Terms:**

The security deposit shall be immediately due to Hellenic upon signing this agreement. Hellenic shall return the security deposit to the Renter(s) within fourteen (14) business days or as soon as practicable after said event is held to Renter(s) provided that all of the terms and conditions herein have been adhered to by Renter(s). The security deposit will not be returned where Hellenic has incurred damages to the Hall, its premises and/or property in excess of said deposit. Any damages that may occur to Hellenic's Hall, premises and/or property that are a direct result of the Renter(s) and/or Renter's guest(s) will be deducted from the security deposit first. Furthermore, if there are any unpaid fees, costs and/or debts due to Hellenic from Renter(s) then Hellenic shall deduct the same from Renter's security deposit. Hellenic shall not be required to hold the security deposit in an interest-bearing bank account and/or pay any interest said deposit.

**Cancellation Policy & Refund:**

Any cancellation of this agreement by Renter(s) must be made to Hellenic in writing at its address listed herein. Written cancellations received greater than thirty (30) days prior to Renter's event shall be refunded by Hellenic to Renter(s) less a \$300.00 cancellation fee. The cancellation fee shall be deducted from the security deposit. Written cancellations received on or less than thirty (30) days prior to Renter's event shall not be entitled to any refund. Renter(s) has a one-time option to reschedule in writing said event, subject to availability, within one calendar year from the date of this agreement. Should Renter(s) elect to exercise said option then any monetary amount(s) or fee(s) previously paid by the Renter(s) to Hellenic shall be used to pay for any rescheduled event. Hellenic will not issue any refund directly to the Renter(s) should it elect not to reschedule the event.

**Alcohol Policy:**

Renter(s) agrees to provide Hellenic with at least a sixty (60) day written request for Hellenic to apply for a special liquor license through the City of Somerville, its local licensing board, and various public authorities. Liquor license application fee shall be immediately due when written request is made by Renter(s). Renter(s) acknowledges that special liquor license(s) to Hellenic are conditional and are limited by State law and subject to the approval of the local licensing board and authorities. Renter(s) represents that the availability of alcohol for sale at its' event is not an essential or necessary part of this agreement. Renter(s) agrees to hold said event on the date specified herein should Hellenic not be granted a special liquor license.

Hellenic represents that it shall use reasonable efforts to apply for and obtain a special liquor license for said event. The costs of obtaining said license shall be paid by Renter. The special liquor licensing needs of Hellenic shall take priority over that of the Renter.

If Hellenic provides the alcohol services during the event, there is a **liquor spend minimum of \$1,500.00**. If sales from the bar do not meet this minimum, Renter(s) shall be responsible for paying the difference. **Additionally, a mandatory liquor license fee is required, unless Renter's caterer has a caterer liquor license. Also, police detail is required whenever liquor is served.** Should a special liquor license be granted to Hellenic then all alcoholic beverages must be consumed within the Hall. Consumption of alcohol is not permitted outside the Hall. Renter(s) agrees to purchase and consume alcohol exclusively from Hellenic's bar and at prices determined and set by Hellenic. Hellenic has the sole discretion to refuse to sell alcohol to any person and/or to close the bar at any time. All persons purchasing alcohol from Hellenic must be over the age of 21 and have a valid form of personal identification. Alcohol shall be charged based on actual consumption. There shall be no flat fee or predetermined charge for unlimited alcohol service over a specified period. Renter shall have the option to pay for all alcohol consumed during a specified period ("Host Bar") or have guests be individually responsible for purchasing their own alcoholic beverages at the established pricing rents ("Cash Bar"). Renter must notify Hellenic at least thirty (30) days prior to the Rental Period whether they intend to have a Host Bar or a Cash Bar. Alcohol shall be sold and served only according to times listed in said liquor license and in accordance with local and state laws. Renter(s) understands and agrees that Renter, any caterer(s) or guest(s) are NOT permitted to bring any alcohol onto the premises of Hellenic. Renter(s) agrees that Renter, any caterer(s), and/or guest(s) shall immediately vacate said premises if any violations of the terms herein occur without any monetary refund from and/or recourse against Hellenic. All events where alcohol may be served shall require Renter(s) to hire and pay for a City of Somerville Police detail ("Police Detail").

#### **Hall Capacity:**

The maximum Hall capacity is two hundred fifty (250) persons at any time (the "Capacity"). Renter shall not exceed that Capacity at any time. If the Capacity is exceeded at any time during the event then Hellenic shall stop the event and Renter(s) and all his/her guest(s) shall immediately vacate the Hall and premises without any monetary refund from and/or recourse against Hellenic. **All events where there are 100 or more anticipated attendees shall require a Police Detail which shall be at Renter's sole cost and expense.** If liquor is served, no matter what the number of attendees a Police Detail is required and shall be at Renter's sole cost and expense.

#### **Dilboy Banquet Hall Set Up:**

The Hall will be set up based upon the Renter(s) written diagram to the church office or hall rental chairperson, no later than 14 days prior to the event. No other changes to the Hall configuration will be made once the event has started. Any decoration of the Hall shall be Renter's sole responsibility and shall be at Renter's sole cost and expense.

#### **Hall Use and Restrictions:**

Parties understand and agree that no relationship of landlord and tenant shall exist between Hellenic and Renter(s). Renter(s) is/are licensee(s) only. The Hall may be rented between the hours of 9:00 a.m. to 12:00 a.m. Monday through Sunday. Music may be permitted from 12:00 p.m. until 12:00 a.m. provided that

the noise levels do not disturb the peace of the abutters in the surrounding community. The Hall shall not be rented while religious services or ceremonies are conducted in the church.

No religious services, ceremonies or weddings of any kind shall be performed in the Hall, provided, however, that religious services, ceremonies or weddings may be held in the church either before or after the Rental Period. Renter(s) and/or guest(s) may only use the premises during the time specified in this agreement. Renter shall pay Hellenic for each and every additional hour or fractions thereof during which Renter uses the Hall, including but not limited to, any time for setting up and breaking down any and all decorations, before or after the Rental Period. Renter(s) shall limit all activities to the Hall. Any and all decorations shall be reviewed by Hellenic at least fifteen (15) days prior to the Rental Period. Renter shall not be allowed to place any decorations on the walls or ceilings of the Hall. Renter is responsible for the removal of all decorations and personal items from the Hall by the end of the Rental Period. If any and all decorations have not been removed by the end of the Rental Period, Renter shall pay the Hourly Rent until all decorations and personal items are removed in accordance with the terms of this Agreement. Renter shall notify the hall manager prior to leaving. Hall manager may inspect the Hall, at hall manager's sole discretion, to ensure that all decorations have been removed. Hellenic shall not be responsible for any decorations or personal items left by Renter or Renter's guests after Renter has left the premises. Dry Ice fueled, or any other types of smoke generating devices are not allowed. No open flames, fireworks, pyrotechnics, lanterns and/or candles shall be allowed. No smoking, drugs and/or gambling are allowed in or on Hall or property owned by Hellenic. Hellenic, at its sole discretion, may revoke Renter's license and remove the Renter, the Renter's any caterer and any and all of Renter's guest(s) from the Hall and/or Hellenic's property if there is a violation of the drug, smoking or gambling bans. No animals are allowed on premises.

**Hall Clean Up:**

Renter(s) must pay a cleaning/custodial fee to Hellenic as specified above. Renter(s) shall use reasonable effort to ensure all debris is emptied into the provided trash barrels. Renter acknowledges and agrees that, if applicable, Renter's caterer shall be responsible for cleaning the kitchen after their use.

**Limited Kitchen Use and Restrictions:**

If Renter(s) utilize Hellenic's approved caterer, full use of the kitchen facilities is permitted. The kitchen in the Hall shall only be used for warming purposes only. If Renter(s) hire an unapproved caterer, they may not have access to the kitchen for cooking purposes without prior permission but may use it for reheating purposes. Renter(s) is permitted to hire a caterer at their own expense. Renter(s) and/or caterer may make and bring their own pre-made and pre-cooked food into the Hall. Renter(s) or caterer may use the refrigerator and/or stove in the kitchen adjacent to the Hall for warming/cooling purposes only. Renter(s) and/or caterer shall not use the kitchen to prepare foods and/or to cook foods in the oven or on the stove. If for any reason the Renter or caterer fail to abide by the rules regarding the use of the kitchen, then the Renter shall be subject to and charged a penalty of \$500.00 (the "Penalty"). Hellenic, at Hellenic's sole discretion, may charge the Penalty to Renter's credit card or deduct the Penalty from Renter's security deposit. Renter expressly authorizes Hellenic to charge the Penalty to Renter's credit card or to deduct the Penalty from Renter's security deposit.

**Lost or Stolen Items:**

Hellenic is not responsible for any lost or stolen items.

**Parking:**

Parking is available in the parking lot located at 29 Central Street, Somerville, MA only at no additional cost to Renter(s) or his/her guests. Parking in this lot is on a first come first serve basis. No parking spaces shall be reserved for the Renter(s) and/or guest(s). All motor vehicles for Renter(s) and/or guest(s) must be parked in the designated parking spaces presently marked with a yellow painted line only. All other unauthorized motor vehicles are subject to be towed at the owners' expense. Hellenic shall not be responsible for any loss, theft, or damage to vehicles or personal property left in the parking lot. Renter and Renter's guests part at their own risk and are solely responsible for securing their vehicles and belongings.

**Indemnification Clause:**

Renter(s), by executing this Agreement agree to indemnify and hold harmless Hellenic, its agents, servants, volunteers, employees, contractors, parish councilors, committee persons, officers from and against any and all claims, liability, injury, damages, losses, costs and expenses, including attorney's fees, resulting from the renter's use of the Hall and/or Hellenic's property.

**Damages to Premises:**

Any damages that occur to the Hall, kitchen, common areas and/or the premises/property of Hellenic that are directly or indirectly the result of Renter(s) and/or guest(s) actions or inactions, shall be deducted from the paid security deposit. If the damages amount to more than the paid security deposit then Renter(s) shall be held liable for all costs to repair the Hall, kitchen, common areas and/or premises/property of Hellenic to its original condition. Renter(s) hereby expressly authorizes that Hellenic charge the Renter's credit card on file for the costs of said repairs, damages, any outstanding balances, unpaid fees, other costs and/or debts due to Hellenic from Renter(s) which are over and above any paid security deposit. Renter(s) shall remain personally liable to Hellenic for any and all outstanding and unpaid damages.

This Agreement and the addendums attached hereto embody the entire agreement and understanding by Hellenic and Renter(s) relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements, and understandings relating to such subject matter.

If, from any circumstances whatsoever, fulfillment of any provision of this Agreement or any transaction related thereto shall be held invalid, then such provision only shall be deemed invalid, and the remainder of this Agreement shall remain operative and in full force and effect.

This Agreement, its execution, interpretation and performance shall be governed by the laws of the Commonwealth of Massachusetts. Any controversy or claim arising out of or in any way related to this Agreement or the relationship established by it or the alleged breach thereof, whether at common law, in contract, or in tort, or under statute, shall be governed by the laws of the Commonwealth of Massachusetts.

The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted.

In the event that the performance of any of the terms and conditions and covenants of this Agreement on the part of the Hellenic shall be prevented by an act of God, the acts or regulations of public authorities, labor difficulties, civil tumult, war, epidemic, fire, flood, or any other cause beyond the control of Hellenic, then Hellenic will be relieved of its' obligations and further, upon such event, neither party shall be obligated for any expenses incurred by the other party in preparation of the rental, including but not limited to, any and all expenses incurred for promotion, artist fees, or preparation costs, if any, were incurred.

The undersigned parties represent that they read this Agreement and the attached addendums in their entirety and they further acknowledge, understand and agree to comply fully with this Agreement and the attached addendums. The undersigned Renter(s) acknowledges the receipt of a copy of this Agreement and the attached addendums mentioned herein.

**This Agreement may be executed in counterparts and it shall consist of eleven (11) pages, including attachments, which are incorporated herein by reference and made part of this Agreement.**

**[Signatures being on the next page]**



## Dilboy Hall Credit Card Authorization Form

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### Cardholder Information

- **Name on Card:** \_\_\_\_\_
- **Billing Address:** \_\_\_\_\_
- **City, State, Zip:** \_\_\_\_\_
- **Phone Number:** \_\_\_\_\_
- **Email Address:** \_\_\_\_\_

### Credit Card Information

- **Card Type:**  Visa  MasterCard  American Express  Discover
- **Card Number:** \_\_\_\_\_
- **Expiration Date (MM/YY):** \_\_\_\_ / \_\_\_\_
- **CVV Code:** \_\_\_\_\_ (3-digit on back of Visa/MC/Discover, 4-digit on front of Amex)

### Payment Authorization

I, \_\_\_\_\_, authorize **Dormition of the Virgin Mary Church** to charge my credit card for the following:

- Refundable Deposit:** \$1,000.00
- Full Rental Payment:** \$ \_\_\_\_\_
- Other Fees (if applicable):** \$ \_\_\_\_\_ (Description: \_\_\_\_\_)

I understand that this authorization allows Dormition of the Virgin Mary Church to charge my credit card in accordance with the rental agreement terms. I acknowledge that I am responsible for any outstanding balances related to my rental of Dilboy Hall. I also understand that if any damages occur or additional fees apply per the agreement, my card may be charged accordingly.

### Cardholder Signature

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**HELLENIC ASSOCIATION OF SOMERVILLE, MA D/B/A DORMITION OF THE VIRGIN MARY GREEK  
ORTHODOX CHURCH LIQUOR AND BAR FORM**

Renter(s) represents that it has **NOT REQUESTED** that Hellenic Association of Somerville, MA apply for a liquor license from the City of Somerville for the event scheduled on \_\_\_\_\_. Renter(s) understands that he/she and/or any guest(s) are NOT permitted to bring and/or consume any alcoholic beverage(s) unto the premises of Hellenic. Renter(s) agrees that he/she, any caterer, and/or guest(s) shall vacate said premises if any violation(s) of these terms occur without any monetary refund from and/or recourse against the Hellenic Association of Somerville, MA.

Renter/Co-Renter's Signature(s) \_\_\_\_\_

Date: \_\_\_\_\_

Renter(s) **REQUESTS** that Hellenic apply for a special liquor license from the City of Somerville, for the event scheduled on \_\_\_\_\_ so that alcohol may be sold to Renter(s) and/or guest(s) by Hellenic Association Somerville, MA for his/their consumption. Renter(s) and/or guest(s) agree(s) to be subject to the liquor prices for alcoholic beverages as determined and set by Hellenic. Said written request for a special liquor license must be made at least sixty (60) days in advance of Renter's event. Renter(s) acknowledges that special liquor licenses to Hellenic are conditional and limited by State law and subject to the approval of the local licensing board and public authorities. Renter(s) agrees that the availability of alcohol for sale at its event is not an essential or necessary part of this agreement. Renter(s) agrees to hold said event on the above date should Hellenic not be granted a special liquor license.

Renter/Co-Renter's Signature(s) \_\_\_\_\_

Date: \_\_\_\_\_

**HELLENIC ASSOCIATION OF SOMERVILLE, MA D/B/A DORMITION OF  
THE VIRGIN MARY GREEK ORTHODOX CHURCH**

**RENTER'S DIAGRAM**

SET UP FOR DILBOY HALL AS INSTRUCTED:

Number of Tables: \_\_\_\_\_

Number of Chairs: \_\_\_\_\_

Renter's Initials: \_\_\_\_\_

**RENTAL INVOICE TOTAL**

RENTAL FEE DUE: \$ \_\_\_\_\_.  
SECURITY DEPOSIT: \$ \_\_\_\_\_.  
CLEANING/CUSTODIAL FEE: \$ \_\_\_\_\_.  
BAR SET UP AND BARTENDER FEE: \$ \_\_\_\_\_.  
LIQUOR LICENSE APPLICATION FEE: \$ \_\_\_\_\_.  
POLICE DETAIL FEE: \$ \_\_\_\_\_.  
GRAND TOTAL AMOUNT DUE: \$ \_\_\_\_\_.  
LESS INITIAL DEPOSIT PAID: \$ \_\_\_\_ (\_\_\_\_) \_\_\_\_.  
BALANCE OWED: \$ \_\_\_\_\_.  
DATE PAID: \_\_\_\_\_