

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

DILBOY BANQUET HALL RENTAL AGREEMENT

(Revised 01/01/24)

This hall rental agreement (hereinafter the "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, (hereinafter the "Hellenic") and

_____, (hereinafter the "Renter"). Hellenic Association of Somerville MA agrees to rent the use of the Dilboy Banquet Hall for approximately _____ persons but no more than 250 people located at 29 Central Street, Somerville, MA 02143. Hellenic Association of Somerville, MA shall provide Renter(s) with the use of the aforementioned banquet hall space, chairs, and tables on _____, 20_____, from _____ a.m./p.m. to _____ a.m./p.m.

Renter(s) agrees to pay Hellenic Association of Somerville, MA the Rate of \$ _____ for each and every hour and fraction thereof that the Renter(s) and/or guest(s) shall use and occupy the assigned hall space, adjacent kitchen, and premises, which shall total \$ _____;

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

Security deposit in the amount of \$ _____;
Custodial/Cleaning Fee in the amount of \$ _____;
Bartender Fee and Bar Set Up Fee, in the amount of \$ _____;
Liquor License Application Fee in the amount of \$ _____;
Police detail for entire event in the amount of \$ _____;

Grand Total Amount Due to Hellenic Association of Somerville, MA

\$ _____, which shall be due on or before _____, 20_____.

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. Credit cards are the preferred form of payment. 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. Members in of the Dormition Church in good-standing only are subject to a 30% discount fee on the hall rental rate only.

Renter's Initials: _____

Any notices and payment shall be made payable to and shall be mailed 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 its' premises/property in excess of said deposit. Any damages that may occur to Hellenic's premises/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) than Hellenic shall deduct 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 re-schedule 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 re-scheduled event. Hellenic will not issue any refund directly to the Renter(s) should it elect to re-schedule 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.

Renter's Initials: _____

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.

Should alcohol be served during an event, then it shall be subject to an additional charge of \$250.00 if sales from the bar do not exceed \$500.00. Should a special liquor license be granted to Hellenic then all alcoholic beverages must be consumed within the rented hall space. Consumption of alcohol is not permitted outside the contracted premises. Renter(s) agrees to purchase and consume alcohol exclusively from Hellenic Association of Somerville, MA bar and at prices determined and set by Hellenic Association of Somerville, MA. 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. No open bars are permitted. 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 it, any caterer or guest(s) are NOT permitted to bring any alcohol onto the premises of Hellenic Association of Somerville, MA. Renter(s) agrees that it, any caterer, 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 details.**

Hall Capacity:

The maximum Dilboy Banquet Hall capacity shall not exceed 250 persons at any time. If the maximum number of persons 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 said 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 Renter(s) to hire and pay for a City of Somerville Police detail during said event. If liquor is served, no matter what the number of attendees a police detail is mandatory.**

Dilboy Banquet Hall Set Up:

The contracted hall space 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.

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. Hall(s) 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. Hall(s) shall not be rented while religious services or ceremonies are conducted in the Church.

Renter's Initials: _____

No religious services, ceremonies or weddings of any kind shall be performed in the Halls or on the premises of Hellenic Renter(s) and/or guest(s) may only use the premises during the time specified in this agreement otherwise Renter will be liable to Hellenic for each and every additional hour or fractions thereof during said occupancy, use, set up time and break down time at the contracted mentioned herein. Renter(s) shall limit all activities to the assigned hall space. Decorations shall be limited to tables only. No wall or ceiling decorations shall be allowed to be placed in the hall space. Decorations shall be reviewed with Hellenic Association for proper consideration prior to the commencement of the event. All decorations must be completely removed from the hall area at the end of said event. 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 drugs and/or no gambling are allowed in or on Hellenic Association of Somerville, MA's premises. Hellenic Association of Somerville, MA at its' discretion may revoke this license and remove the Renter(s), any caterer and any guest(s) from said premises if there is a violation of the drug, or gambling bans. No animals allowed on premises.

Hall Clean Up:

Renter(s) must pay a cleaning/custodial fee to Hellenic as specified above. However Renter(s) should clean up any debris in the assigned hall space, common areas and the kitchen, ensuring that all trash is emptied into the provided trash barrels and placed outside.

Limited Kitchen Use and Restrictions:

The kitchen in the contracted hall space shall only be used for warming purposes only.

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 said hall. Renter(s) or caterer may use the refrigerator and/or stove for warming purposes only in said hall. Renter(s) and/or caterer shall not use the kitchen to prepare foods and/or to cook foods in the stove in said hall. **If for any reason should the Renter or caterer fail to abide by these rules regarding the use of said kitchen then the Renter shall be subject to and charged a penalty of \$500.00.** Said penalty shall be charged to the Renter's credit card on file or the penalty will be deducted from the security deposit. Renter expressly authorizes Hellenic to charge said penalty to Renter's credit card on file.

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) at anytime. 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.

Indemnification Clause:

Renter(s), by executing said agreement shall agree to indemnify and hold harmless Hellenic,

Renter's Initials: _____

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 Hellenic's premises.

Damages to Premises:

Any damages that occur to the assigned hall, kitchen, common areas and/or the premises/property of Hellenic that are the direct result of Renter(s) and/or guest(s) 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, common areas and/or premises/property of Hellenic Association of Somerville, MA 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 Association of Somerville, MA from Renter(s) which are over and above any paid security deposit. Renter(s) shall remain personally liable to Hellenic Association of Somerville, MA for any and all outstanding and unpaid damages.

This agreement may be executed in counterparts and it shall consist of Eight (8) pages plus the following attached forms which are incorporated herein by reference and made part of this agreement.

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.

Renter's Initials _____

In the event that the performance of any of the terms and conditions and covenants of the 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 entire agreement and the attached addendums 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 rental agreement and the attached addendums mentioned herein.

NOW IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, on the _____ day of _____, 20_____.

AGREED & ACCEPTED BY:

Renter's Signature

Renter's Name Printed

Co-Renter's Signature

Co-Renter's Name Printed

Social Security Number/ FID Number

Signature of the President of Hellenic Association of Somerville, MA
d/b/a Dormition of the Virgin Mary Greek Orthodox Church

Witness's Signature

Witness's Printed Name

Renter's Initials _____

**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 Hellenic Association of Somerville, MA.

_____ Date: _____
Renter/Co-Renter's Signature(s)

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.

_____ Date: _____
Renter/Co-Renter's Signature(s)

Renter's Initials _____

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

RENTER'S DIAGRAM

SET UP FOR _____ HALL AS INSTRUCTED:

Number of Tables: _____

Number or Chairs: _____

Renter's Initials: _____

**HELLENIC ASSOCIATION OF SOMERVILLE, MASS D/B/A
DORMITION OF THE VIRGIN MARY GREEK ORTHODOX CHURCH
REVISED 01/01/2024**

HALL 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: _____

Renter's Initials: _____