

**SOLOMON SCHECHTER DAY SCHOOL, INC.
FACILITY AND FIELD LICENSE CONTRACT**

ORGANIZATION:

DATES & TIMES:

LICENSED LOCATION: X 125 Wells Avenue ___ 60 Stein Circle

SPACE(S) BEING LICENSED:

LOCATION(S) WHERE FOOD AND DRINKS MAY BE SERVED AND CONSUMED:

MAXIMUM NUMBER OF PEOPLE DURING SPACE USAGE:

EVENT AND PURPOSE FOR WHICH SPACE IS LICENSED:

LICENSE FEE: \$

N/A Fee includes custodial costs

N/A Custodial fee additional \$35 per hour

1. **Deposits:** To secure your date, payment in full of the non-refundable license deposit and a \$500 damage deposit must be returned with this signed contract. The damage deposit will be refunded after the end of the contract if there are no remnants of food or drink, all equipment is returned in working order, and the field is returned in the condition in which it was provided, reasonable wear and tear excepted. Allowing food or drink in unauthorized areas will result in the immediate forfeiture of the damage deposit and may cause loss of future license privileges.

2. **Use Limitations:** This License may not be assigned or transferred. Licensed premises may not be subleased or re-rented by the Licensee. Licensee shall be entitled to use only such facility and spaces as are designated above, and during the times and for the purposes designated above. Licensee shall assume full responsibility for ensuring that all persons using facility in connection with this license comply with all limitations set forth in this contract. In addition, Licensee shall ensure that all persons using the facility conduct themselves in an orderly fashion, and not disrupt any other activities that take place in the school or cause any damage or harm to the school's facilities or to persons located in or on the premises. Without limiting Licensee's obligations hereunder or the school's rights under other provisions of this agreement, Licensee agrees that Solomon Schechter Day School, Inc. ("Schechter" or the "School") may take all action it deems necessary or appropriate in the event such terms are not complied with, including without limitation immediately terminating Licensee's rights to use the facility.

3. **Smoking** is not allowed anywhere in the building or on school property.

4. **Kashrut Policy:** Any food served must meet Kashrut requirements. A copy of these requirements may be obtained from the School's Business Office. Violation of the Kashrut Policy may void this contract and/or result in the loss of the damage deposit and future license privileges.

5. **Security Coverage:** At the reasonable discretion of the school, a private security guard may be required. The Licensee is responsible for contacting the security provider selected by the School, making arrangements for the security guard to be present, and paying the security provider directly.

6. **Alcohol:** Alcohol is strictly prohibited inside and outside of school property. Violation of this policy may void this contract and/or result in the loss of the damage deposit and future license privileges. After the first violation of this policy, Licensee will pay for a security guard to be present during all future rentals. After the second violation of this policy, Licensee will pay a fine of \$500. After the third violation of this policy, Licensee will pay a fine of \$500 and the team involved will be prohibited from using the licensed space for 6 months. Subsequent violations may void this contract and/or result in the loss of the damage deposit and future license privileges.

7. **Parking:** Parking is permitted in designated spaces only. Handicapped spaces may only be used by vehicles with a handicapped designation. Parking is not permitted on grass, in the playground, driveways, and fire lanes, or where signs

prohibit parking. Violators may be towed.

8. **Certificate of Liability Insurance:** The Licensee agrees to provide a certificate of liability insurance from a school-approved insurance company in the amount of \$2 million for sports usage. The insurance certificate must be submitted to School 14 days prior to the commencement of the contract. Failure to comply may result in the cancellation of this license contract.

9. **Special Arrangements:** The use of any amusement equipment including but not limited to moonwalks, climbing walls, etc. must be requested in writing by the Licensee and approved in writing by the School's Facility Manager 14 days **prior** to the usage date. Use of such equipment without such written approval may void this contract and/or result in the loss of the damage deposit and future license privileges.

10. **Delivery of supplies and equipment** must be coordinated with the School's Facility Manager. All deliveries must take place outside of the school's hours of operation (which are generally 7:45 AM – 4:30 PM, Monday – Friday) and must be removed by 8:00 A.M. of the school day immediately following the date of use. The School will not take responsibility for items delivered.

11. **Promotional Information:** Directions to the School are available upon request. The Licensee must provide a telephone number where information about the Licensee's activity will be available to callers. All inquiries will be referred to the contact telephone number. No announcement, invitation, promotion or advertisement regarding Licensee's usage of the facility will state or imply that such activity is sponsored by or in any fashion conducted or supervised by Solomon Schechter Day School without the School's explicit written consent.

12. **Confidentiality:** License fees are confidential and may not be disclosed to any third party.

13. **Cancellation Announcement:** It is Licensee's responsibility to announce all event cancellations.

14. **Inclement Weather:** In the event of rain or inclement weather, the school will determine whether the outdoor field is playable. In case of cancellation due to inclement weather, the school and licensee will attempt to reschedule at a mutually convenient time, if any.

15. **Cancellation Policy:** License fees (excluding the license deposit) are refundable if Licensee provides at least 72 hours advance notice and if the School is able to find a suitable alternative renter for the licensed time and space. In the event of a cancellation, Licensee agrees to pay for any costs already incurred by the School in connection with Licensee's event. The school may cancel a scheduled time with seven (7) days advance notice to the Licensee. If the school cancels, license fees for the cancelled time will be refunded.

16. **Payment:** Checks should be made payable to the Solomon Schechter Day School. Payment is due in accordance with Attachment A.

17. **Extraordinary Events:** If an Extraordinary Event should occur, and the facility is not, in the sole judgment of the Solomon Schechter Day School, safe or otherwise usable for the purpose set forth above, the school shall be entitled at any time to cancel this Contract and Licensee's right to use the premises. Extraordinary Events shall include, but not be limited to, acts of God, war, terrorism, unusual hazard, fire, flood, failure of lights, electrical or other systems, or other similar events or conditions that affect the use of the facility. In case of cancellation due to Extraordinary Events, the school and licensee will attempt to reschedule at a mutually convenient time.

18. **Camp Usage:** If Licensee is using the facility for the purpose of operating a camp, the Licensee acknowledges that it has the sole responsibility for complying with all applicable laws and regulations. By signing this contract, the Licensee further agrees that it will remain in compliance with all applicable laws and regulations for the duration of the license period.

19. INDEMNICATION: Licensee hereby agrees to indemnify, and hold harmless, Solomon Schechter Day School, Inc. and its agents, servants and employees, directors and officers against any and all injury, loss or damage of whatever nature (i) caused by or resulting from Licensee's act, omission, or negligence, or the act, omission or negligence of anyone attending Licensee's event, or any of Licensee's officers, agents, servants, customers, invitees, guests, students, or volunteers, or (ii) occurring upon or about the facilities or space licensed hereunder at 125 Wells Avenue/60 Stein Circle, Newton, Massachusetts during the time of Licensee's or their usage; provided, however, such indemnity shall not apply to injury, loss, damage or liability arising from any gross negligence or willful misconduct of the Solomon Schechter Day School, Inc. and its agents, servants and employees. This Indemnity and Hold Harmless Agreement shall include indemnity against all costs, expense and liabilities, including reasonable attorney's fees, incurred in connection with any injury, loss or damage or any claim or proceeding brought thereon or defense thereof.

Please contact Carolyn Flammey at 617-928-9105 ext. 1224 with questions regarding this contract.

Date

Date

Signature – Authorized representative

Carolyn Flammey, Director of Finance and Operations

Print Name

Print Organization Name

ADDENDUM A

**DATES FOR SOCCER FIELD USAGE
BY**

PAYMENT SCHEDULE:

Please pay in full and return check made out to Solomon Schechter Day School with the signed contract.