



Function Agreement

Community Boating, Inc. is a non-profit public sailing center whose mission is the advancement of sailing for all. Located in the heart of Boston on the Charles River Esplanade, Community Boating offers an ideal location for functions, such as corporate outings and private parties, and the fun watersports activities of sailing and kayaking.

A. Terms and Conditions

Community Boating, Inc. (CBI or Community Boating) agrees to rent its facilities to you (Renter) to host your event on the following terms and conditions. Please read this document carefully and initial the bottom of each page to confirm notification of terms. Importantly, if you wish to serve beer and/or wine, you must comply with all items within Item 14 below, which sets forth a number of conditions that must be met to serve alcohol at CBI.

1. Function Area

The function area consists of Oak Park or the Wolfson Room and can accommodate up to 100 guests.

Oak Park

Oak Park is a section of CBI's dock located outdoors under the canopy of a large oak tree, roped off for functions. The area of Oak Park is approximately 45' X 25' and can accommodate up to 100 people. In case of inclement weather, the Wolfson Room is used in lieu of setting a rain date. CBI will only book a function at a time when the Wolfson Room is available as a back-up location.

Wolfson Room

The Wolfson Room, located indoors on the second floor of the boathouse, enjoys views of CBI's dock and the Charles River. The Wolfson Room is approximately 40' X 45' and can accommodate up to 100 people seated. The Wolfson Room is available on its own or in case of inclement weather.

2. Hours

CBI can hold functions only during the operating season (April 1st through October 31st). CBI's program hours are Monday through Friday, 1pm to sunset (3pm to sunset during the Junior Program), and weekends and holidays, 9am to sunset. While your function is held privately, CBI continues to conduct its regular programming and the facility is open to the public during functions during operating hours. CBI members will sign out boats to go sailing, attend classes, and use the boathouse as your event is in progress. Some of these actions take place immediately in the areas surrounding the function area.

3. Junior Program

The heart of CBI's mission is the summer Junior Program (JP), where children ages 10-17 can sail, windsurf, paddleboard, and kayak for 10 weeks. The JP runs from late June through late August, Monday through Friday, 8:30am-3pm. While the Junior Program is in session, CBI is a kids-only zone and no adults are allowed in the building or on the dock during this time.

No functions can begin prior to 4pm on a JP day, and no materials, alcoholic beverages, or bars set-up can be dropped off during JP hours.

Initial here: _____ Date: _____

4. Set-up/ Break-down

CBI Staff will prepare the function space with tables, chairs, and garbage cans prior to your event. You are responsible for your own decorations or specific materials. Set-up time of 1 hour and break-down time of 1 hour is included in the rental fee; if you require more time, you will be assessed \$300/hr additional fee. At the end of your event, we require that the space is left as you found it, including removal of all trash. Failure to return the facility to a clean state ‘as you found it’ may result in the assessment of additional cleaning fees; this fee doubles for staff cleaning/working beyond midnight.

5. Vendors

CBI does not have any kitchen facilities, and CBI’s rental fees do **not** include catering, bartending, entertainment, decorating, or similar services. All decorations, food, trash, and serving equipment must be removed from CBI property immediately after the event by the vendor(s) and/or Renter. The selection, hiring, and oversight of any such vendors remain Renter’s responsibility. CBI does not have a preferred caterer. A number of excellent caterers are familiar with our location, rules and procedures, and have done many functions on our dock. Before booking your vendors, you must obtain approval from CBI prior to the event; the granting of such approval being at the sole discretion of CBI. Prior to hiring a vendor that has not worked at CBI previously, a representative must visit CBI for a tour and talk with the staff to ensure that they will be able to provide the desired services.

6. Parking/Directions

There is no parking available at the CBI boathouse for functions. Any non-permitted vehicles will be towed by the DCR. During your event, the caterer may bring one commercial vehicle next to our building. CBI holds no responsibility for any costs incurred for parking violations or towing resulting from parking at CBI. Arrangements can be made for vehicles for handicap or elderly pick-up or drop-off and must be requested in advance.

Please advise guests to take public transportation or arrange rides to reach our facility. The closest stop by T to CBI is Charles/MGH on the Red Line. If arriving by taxi, guests should be dropped off at the Charles Circle rotary at Charles Street. Cross over the footbridge at Charles Circle to the Esplanade and CBI will be the first boathouse to your right. If guests prefer to drive, guests should park at the LAZ Parking lot located next to the Massachusetts Eye & Ear Infirmary (MEEI) and adjacent to the Red Line Charles/MGH circle. CBI can validate parking for the LAZ parking lot between 5pm-10pm on weekdays and 6am-10pm on weekends and holidays. Parking vouchers are validated at the Front Office during operating hours for \$9. In order to validate your parking ticket, your ticket must be stamped within these designated times, NO EXCEPTIONS.

7. Storage

Decorations, food, and beverages may be dropped off and stored at CBI prior to the event **ONLY** on the day of the event. There is a locked storage room, the Sail Loft, in the back of the building with refrigerators and freezers for this purpose. Renter may drop off belongings during operating hours, so long as no items are dropped off during the Junior Program hours – any attempts of delivery during JP will be turned away. All items stored at CBI are stored at Renter’s own risk. CBI does not take any responsibility for items stored in its facilities. CBI shall not be or become liable for any loss or damage to persons or property by reason of such storage. Renter must remove all belongings, food, and beverages immediately after the conclusion of the event. Any items left at CBI following the event shall thereafter belong to CBI without any claim to possession or ownership by Renter. Moreover, Renter shall be responsible for any and all costs incurred by CBI to remove such property from CBI’s premises.

8. Decorations

Renter may decorate the dock and facility in various ways (lights, balloons, pictures, etc.) as long as the decorations have no permanent effects (including holes) and they do not interfere with our regular programming. Restrictions include signs, banners, or decorations on the outside of the building or fence area. Tents are not permitted on CBI docks. Lighting decorations may not include any open flames (i.e. Tiki torches).

Initial here: _____ Date: _____

9. Music

Renter may have music and/or dancing at their event, provided there is no amplified music during program hours. Music must be kept at a reasonable volume as determined by CBI Staff. A Renter that does not comply with this provision forfeits the privilege of playing music, and it will be turned off. Quiet hours for events begin at **10PM** and music must be turned off at that time. Egregious violations of this provision are deemed a material breach of contract; the Renter will lose the right to continue hosting the event, and forfeit the deposit and any rental fees.

10. Sailboat Rental

In addition to the rental of the space, Renter may include on-the-water activities. CBI can provide a skippered sailboat (a 23' Sonar) which seats up to six people for a two-hour block for \$200/boat for up to two boats. Arrangements for boat rental must be made at least two weeks in advance of the event. The participation in such on-the-water activities shall be limited to members of your party who are capable swimmers, sign a waiver of liability, and wear life jackets. Under no circumstance shall any person under the influence of alcohol be permitted to participate in such activities. It is the Renter's responsibility to ensure compliance with these restrictions. CBI reserves the right to reject any person under the influence of alcohol to participate in on-the-water activities.

11. Rules and Regulations of the Boathouse

Please do not run on the docks.

All persons must wear a lifejacket on any boat. No persons under the influence of alcohol or other intoxicating substances may be permitted to participate in on-the-water activities.

Smoking is not permitted on the CBI docks or anywhere else on the CBI facility. Please go to the park land outside our facility if guests must smoke.

If alcohol is being served, it must stay within the function area, as described in item 1. No alcohol is allowed to leave the premises or to be distributed to guests or others outside the function.

12. Indemnification, Assumption of Risk, and Waiver of Claims

Renter agrees to assume the risk of liability arising out of or relating to Renter's possession, occupancy and use of CBI's facilities. Renter agrees to indemnify, hold harmless and defend CBI, its directors, officers, members, employees, representatives, agents, successors and assigns from and against any and all claims, actions, or suits brought for damages or alleged damages resulting from any injury to persons or property or from loss of life sustained by any person or persons in or about CBI's premises, and of and from any and all costs, liabilities and expenses, including reasonable legal expenses, arising out of or relating to Renter's possession, occupancy and use of CBI's premises. Any photographs or recordings taken during a function may be used in future marketing materials. By booking this function, you are consenting to the use of the photographs and videos.

13. Insurance Coverage

Renter shall obtain and maintain in full force and effect such comprehensive general liability insurance coverage as will protect Renter and CBI (and any other parties designated by CBI) from and against any and all claims and damages to any persons or property, arising out of or in connection with Renter's use of CBI's facilities, including but not limited to any claims and damages arising out of or relating to the use and occupation of the premises or performance of any work on the premises by Renter, Renter's guests, employees, and contractors, subcontractors and any other party who may be connected with Renter's event. The required limits of such liability insurance are: Bodily Injury – not less than \$1,000,000 combined single limit for each occurrence and in the aggregate; property damage not less than \$1,000,000. CBI must be named as an additional insured under all such policies, and the certificate of insurance must be provided to CBI three weeks before your event by e-mail or mail. If alcohol will be served at the event, then additional insurance provisions are required as outlined in Item 14.

Initial here: _____ Date: _____

14. Alcohol

The Esplanade, on which the CBI facility is located, is a State Park and therefore an alcohol-free zone. However, beer and/or wine can be served at CBI events at an open-bar if certain conditions are satisfied. If, and only if, Renter wishes to serve alcohol at the event, Renter must comply with ALL of the following conditions. Renter must initial next to each condition to confirm understanding of the condition. Failure to satisfy any condition forfeits Renter's ability to serve alcohol at the event. Renter is required to pay a permitting fee and fulfill responsibilities as specified below for CBI to assist in obtaining the necessary permits to serve alcohol at the event. While CBI will process the actual permits, it is the Renter's responsibility to return required information and forms in a timely manner or risk forfeiting the ability to serve alcohol.

In order to serve beer and/or wine at the event, Renter must satisfy each of the following conditions:

_____ (a) Renter must obtain a DCR Special Use Permit for a party or event to be held at CBI; the cost of this permit is \$45, the cost of which is Renter's responsibility. In order to book an event serving alcohol at CBI, Renter will need to submit a check for \$45 made payable to "*Commonwealth of Massachusetts/DCR*". CBI will submit the permit application on Renter's behalf; however, Renter is responsible for completing the application and submitting it to CBI in a timely manner. At a minimum, Renter must submit the completed application to CBI no fewer than six weeks prior to the event.

_____ (b) A City of Boston One-Day Liquor License, signed by the Massachusetts State Police, is required in order to serve beer/wine at the event; the fee for this license is \$75, the cost of which is Renter's responsibility. In order to book an event serving alcohol at CBI, Renter will need to submit a check for \$75 made payable to "*City of Boston.*" CBI will submit this application on Renter's behalf; however, Renter is responsible for completing the application and submitting it to CBI in a timely manner. At a minimum, Renter must have the completed liquor license application turned in to CBI no fewer than six weeks prior to the event.

_____ (c) A licensed, insured, catering/bartending service, employing only ServSafe certified bartenders at the event, must be hired to serve the beer and wine, which may only be served in plastic cups or glasses. Renter must notify CBI which company they have hired and provide appropriate certificates and licenses.

_____ (d) The catering/bartending service hired for the event, as required pursuant to subpart (c) of this item 14, must have updated alcohol liability insurance including but not limited to comprehensive general liability, name CBI as one of the sites on its insurance documents, name CBI the DCR and the Commonwealth as an additional insured, and provide evidence of coverage in the form of a certificate of insurance to CBI by the day of the event.

_____ (e) A State Police detail officer must be reserved to staff the event for public safety while alcohol is being served; the fee for this is \$200/four hours, \$400/four-eight hours. An officer must remain on duty for the duration of alcohol service and consumption. Any time over 4 hours automatically becomes the responsibility of the Renter to pay for the \$400 fee. Payment for this Police detail officer shall be made to CBI along with rental, permitting, and other fees. CBI will reserve the required Police detail officer on Renter's behalf.

_____ (f) Renter must procure liquor liability insurance coverage of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate. CBI must be named as an additional insured under such policy, and evidence of coverage in the form of a certificate of insurance must be provided to CBI at least three weeks before the event. The obligation to procure liquor liability insurance coverage is in addition to the insurance coverage obligations set forth in item 13. The Commonwealth of Massachusetts and the Department of Conservation and Recreation must be listed as additional insured.

To reiterate, all six of the above conditions must be met to serve alcohol at CBI.

CBI staff will submit the completed permitting and licensing applications, and accompanying checks, to be signed by the relevant permitting and licensing authorities prior to the event and CBI will reserve the required Police detail officer. Notwithstanding the use of CBI's services to submit the application, it remains Renter's responsibility to submit all of the necessary documents to CBI prior to the indicated deadlines. All checks and applications must be submitted upon booking of the event. Failure to submit any document, in a timely manner, may result in the inability to serve alcohol at the event.

Initial here: _____ Date: _____

15. Credit Card Contract Securement

It is the Renter’s responsibility to abide by all contract provisions including returning the facility to the condition in which it was presented to them, including the removal of all decorations, table-cloths, lighting, food and trash, etc. CBI staff will assist the caterer, bartender and event participants in cleaning up the event space at the conclusion of the event. The Renter shall provide a credit card number to be kept on file regardless of selected final payment method. This information will be kept on file until total payment is received for the event. The total balance due may be adjusted if any event details change, for example the length of event, on-the-water activity additions, and any cleaning or damage fees. If the Renter has not paid the balance in full within two days of the event conclusion, CBI reserves the right to charge the credit card. When all conditions are met and final payment is submitted, the renter will be returned the credit card securement document or it will be shredded by permission.

16. Default

Renter’s failure to comply with any of the terms of this agreement, or failure to cure noncompliance within a reasonable time after notice of noncompliance when such notice is practicable, shall constitute an event of default. In such an event, Renter will lose any right to host the function, or continue hosting the function, as the case may be. Renter will also forfeit the deposit and rental fees. Renter will also remain liable for any other damages or obligations still owing to CBI as a result of this agreement. Renter agrees to indemnify CBI against any expenses, including reasonable legal expenses, incurred by CBI as a result of Renter’s default.

B. Pricing & Payment Information

Pricing

Event Prices:	<u>Event – (Beer/Wine Optional)</u>
5 Hours Base Event *	\$3,000
Additional hours	\$300/hr

*Base Event includes 1 hour setup, up to 3 hours for the event, and 1 hour breakdown

Additional Services:

Sailboat ride	\$200/boat for 2 hours (up to 2 boats)
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For Events Serving Beer/Wine Only

Permits:

DCR Permit	Check for \$45 made payable to “ <i>Commonwealth of Massachusetts/DCR</i> ”
Liquor License	Check for \$75 made payable to “ <i>City of Boston</i> ”

Police Detail:

0—4 hours	\$200
4—8 hours	\$400

Payment

Payment: A non-refundable \$500 deposit is required to book a function. In addition, for any event serving beer/wine, both checks and applications for the DCR permit and liquor license must be submitted along with the deposit to book the function. The remaining balance is due by the day of the function.

Initial here: _____ Date: _____

C. Renter Information

Name(s): _____

Organization/Group: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

Date of Event: _____

Time of Event:

Type of Event: _____

Setup (1hr before event): _____

No. of expected guests: _____

Event (Up to 3hrs included): _____

Breakdown (1hr after event): _____

D. Fee Estimate (to be completed by CBI)

Rental: _____

Sailboat Rides

Additional Hours: _____

Additional Services: _____

Police Detail: _____

TOTAL _____

Please note that this amount represents only a preliminary fee estimate. CBI will provide Renter with a final bill within seven business days of your event and any additional fees will be due at that point. Additionally, you are responsible for the cost of permits, licenses, and police detail, as required.

E. Signatures

I have read and understood the terms and conditions, rules and regulations, and fees included in this contract. I and the organization/group agree to abide by them.

Signature

Date

Printed Name

Staff Signature

Date

For Internal Use Only:

DCR Permit Received: Y/N

Liquor License Received: Y/N

Police Detail Confirmed: Y/N

Insurance Certifications Received: Y/N

Sidaulia Benson

Functions Coordinator

events@community-boating.org

617-523-1038 x19

Contract Credit Card Securement

Community Boating, Inc. Boston, MA

***This form is to be filled out by the person who is financially responsible for the contract.

Date of Function: _____

Name: _____

Organization: _____

Method of Payment: (Deposit) 1. ___to be paid by cash or check

 2. ___to be paid by credit card

Method of Payment: (Balance) 1. ___to be paid by cash or check

 2. ___to be paid by credit card

******Required Information**

A credit card number is required to be kept on file regardless of selected payment method. This information will be kept on file until all contract provisions are totaled and total payment is received for this event. Due to federal protection laws, credit card information cannot be received by email or fax. Please contact the office with the credit card number and expiration date if you wish to provide it by phone.

Cardholder’s Name: _____

Credit Card Billing Address: _____

Credit Card Number: _____

Expiration Date: _____

CVV: _____

I hereby authorize Community Boating to bill charges to the above card.

***Signature of Cardholder: _____

- If you selected to pay by credit card, your card will be charged the event balance two business days in advance for the estimated balance of the bill.
- If you do not make final payment on any outstanding event fees such as late departure, cleaning or damage two days after the event, this card will be charged those additional fees to cover event costs.
- I hereby authorize Community Boating to bill charges to the above credit card if the invoice is not paid at the end of the event.

Signature: _____

Date: _____

Please make all checks payable and mail to: Community Boating, Inc.
21 David G. Mugar Way
Boston, MA 02114