



**RENTAL AGREEMENT  
for the  
WAR MEMORIAL AUDITORIUM  
1000 Commonwealth Avenue  
Newton Centre MA 02459**

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

**Name of Applicant:** \_\_\_\_\_ **Organization:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Date(s) of Rental\*:** \_\_\_\_\_

**Start time(s) :** \_\_\_\_\_ **End Time(s) :** \_\_\_\_\_

**Person on site for event:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

\*Please include all dates associated with this event on this Agreement. If necessary, you may attach additional typed sheets to include all dates. For long-term/recurring rentals, please contact our office at [culture@newtonma.gov](mailto:culture@newtonma.gov) or 617-796-1540.

If you have any questions, contact Newton Cultural Development at [culture@newtonma.gov](mailto:culture@newtonma.gov) or 617-796-1540.

**Please check all the following that apply to your rental:**

		<u>Hourly Rate</u>	<u>Minimum hours</u>	<u># of hours</u>	<u>Total</u>
<input type="checkbox"/>	City Department	no fees	0	_____	_____
<input type="checkbox"/>	Meeting/Event M-F 9am-5pm	\$35	0	_____	_____
<input type="checkbox"/>	Meeting Event M-F 5pm-10pm	\$50	4	_____	_____
<input type="checkbox"/>	Meeting/Event Weekend Sat/Sun	\$100	4	_____	_____

**INCLUDED WITH SPACE RENTAL ARE:**

10 Tables (6' x 30" wide), 195 chairs, custodial services

**ADD-ONS:**

- Four stationary HD video monitors with internet access \$75
- Sound System (includes four wireless microphones) \$75
- Stage lighting (two spotlights and two portable stage light sets) \$75
- Piano (tuned within three months of your event) \$200

TOTAL: \$ \_\_\_\_\_

**GRAND TOTAL:** \$ \_\_\_\_\_

**IMPORTANT NOTES:**

1. If there's a fee to attend your event, you must complete the City's "One-Day Entertainment License", which can be found [here](#).
2. If you are serving food at your event, you must confer with Health & Human Services on food service protocols. Call 617-796-1420.

Agreement

This Rental Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Newton (the "City"), acting through its Public Buildings Department or designee, and \_\_\_\_\_, (the "Renter") (collectively, the "Parties"). This Agreement sets forth the obligations of the Parties concerning the rental of the War Memorial Auditorium located at Newton City Hall, 1000 Commonwealth Avenue, Newton Centre MA 02459.

Whereas Renter desires to temporarily rent and occupy the War Memorial Auditorium on \_\_\_\_\_, 2023 from \_\_\_\_\_ to \_\_\_\_\_. The hours of this event include any time to set up before the event and clean up after the event.

Now, therefore, the Parties agree to the following terms and conditions:

**1. Fees and Deposits**

The Renter agrees to pay the City the sum of \$\_\_\_\_\_. This amount is due no less than 30 days prior to the event. Renter shall be charged for any time over and above the agreed upon hours described above at an additional rate of \$100/ hour in increments of 15 minutes.

**2. Cancellation and Refunds**

If Renter cancels more than 48 hours prior to the start time of the event (two business days; Monday-Friday), the rental fee is fully refundable minus a \$50 administrative fee.

If a snowstorm or other extreme weather event causes the closure of City Hall, the event will be cancelled, and Renter will receive a full refund.

**3. Insurance**

Renter shall secure and/or provide proof of liability insurance (COI) for Renter and also for any third-party vendors hired by Renter for the event. Renter shall provide liability and property damage insurance protecting the City of Newton against all bodily injury, property damage, personal injury, and other loss arising out of Renter's use and occupancy of the premises. Third-party vendors must provide proof of Workers Compensation insurance.

**4. Levels of Insurance Required**

The insurance required under this Agreement shall have a single limit liability of not less than \$1,000,000, and general aggregate liability of not less than \$2,000,000. If alcohol is served, the amount of liquor liability insurance shall be determined by the Board of Licensing Commissioners. The City of Newton shall be named as an additional insured.

**5. Liability and Indemnification**

Renter agrees to forever release, acquit, discharge, and covenant to hold harmless the City of Newton, its successors, departments, officers, employees, servants and agents, of and from any and all actions, causes of actions, claims, demands, damages, costs, loss of service, expenses and compensation on account of, or in any way arising out of, directly or indirectly, all known and unknown personal injuries or property damages which Renter may now or hereafter have, and also all claim or rights of action or damages hereafter may acquire, either before or after execution of this Agreement.

Renter agrees to protect the City of Newton and its successors, departments, officers, employees, servants and agents against any and all claims for damages, compensation or otherwise growing out of or arising from injury in connection with this Agreement and to indemnify, reimburse, or make good to the City of Newton or its successors, departments, officers, employees, servants and agents any loss or damage or cost, including attorney's fees, the City of Newton or its representatives may have to pay if any litigation arises in connection with this Agreement.

**6. Setup**

Renter is responsible for setup and break down for the event. Setup may not take place before the start time listed above. No open flames within 50 feet of City Hall are permitted. Confetti, glitter, rice, birdseed, flower petals, sparklers, or smoke machines are strictly prohibited.

**7. Alcohol**

Renter agrees and acknowledges that the sale, service, and consumption of alcohol is prohibited on City Property without a license from the Newton Board of Licensing Commissioners. In addition to a grant of the license, prior approval is also required from the Chief of Police and the Commissioner of Public Buildings. You may apply for a license [here](#).

If alcohol is to be served at the event, Renter shall obtain and provide proof of additional liquor liability insurance in an amount to be determined by the Board of Licensing Commissioners. If Renter employs a caterer for the event who is duly licensed by the Alcohol Beverage Control Commission, Renter shall provide the name and proof of insurance for said caterer to the City.

**8. Security**

If Renter obtains a license for the sale, service, and consumption of alcohol, Renter shall abide by any terms and conditions of the license, which may include the requirement to hire and pay for a Newton Police detail, in accordance with the Regulations of the Board of License Commissioners.

**9. Smoking**

Renter agrees and acknowledges that smoking is prohibited within 50 feet of City Hall pursuant to M.G.L. c. 270 § 22. A violation of said section may result in a fine of \$100.

**10. Cleanup**

Renter agrees to leave the venue in a clean and sanitary condition. All trash shall be removed or disposed of in appropriate recycling containers provided by the City. All food shall be removed or disposed of in the dumpster behind City Hall. Renter is solely responsible for any damages to furniture or fixtures. The City is not responsible for any property left behind by Renter, Renter’s guests, invitees, agents, and vendors.

**11. Authorization**

The person signing this Agreement on behalf of Renter agrees and acknowledges that they are authorized to enter into contracts and bind their principals to this Agreement.

**12. Venue**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**In Witness whereof**, the Parties have caused this Agreement to be duly executed as of the day and date first written below.

For the Renter:

For the City of Newton:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Paula Gannon, as designee of  
Commissioner of Public Buildings

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date