

## **NEMRD Facility Rental Agreement – Terms and Conditions**

### **1. Reservations and Payment**

Reservations may be made up to three (3) months in advance. A security deposit is required at the time of reservation. The full rental payment shall be due no later than two (2) weeks prior to the scheduled event date. Reservation periods must include all setup and cleanup time.

### **2. Event Timing and Responsibilities**

All events, including cleanup, must conclude by 10:00 p.m., unless otherwise agreed in writing. The Renter shall be responsible for the setup and teardown of all equipment and for the removal of all items brought into the facility.

### **3. Facility Use**

Rental of the clubhouse does not include pool access unless expressly stated in the Facility Rental Form and Agreement. NEMRD reserves the right to deny use of any facility due to intoxication, overcrowding, excessive noise, unruly behavior, noncompliance with regulations, inclement weather, or any condition compromising safety or security.

### **4. Renter Requirements**

The Renter must be at least eighteen (18) years of age and present throughout the rental period. The Renter shall be the sole contact for NEMRD staff and is responsible for compliance with all NEMRD policies, rules, and regulations. Adult supervision is required in all areas covered by this Agreement.

### **5. Security Deposit**

The security deposit secures the reservation and is refundable upon satisfactory completion of the Facility Rental Checklist after the event. The Renter is liable for any deficiencies or damages. If damages exceed the deposit, the Renter shall pay the additional amount within ten (10) days of notice. Failure to pay may result in suspension of future rental privileges.

### **6. Acceptance and Termination**

NEMRD reserves the right to reject or terminate any rental that conflicts with NEMRD programs, disrupts operations, or is inconsistent with NEMRD's image or purpose. In the event of termination, NEMRD's liability is limited to a refund of the rental fee as specified herein.

### **7. Modification and Cancellation**

NEMRD may modify or cancel any reservation due to program changes or unforeseen circumstances. If a mutually agreeable alternative date cannot be arranged, the Agreement shall be terminated, and the Renter shall receive a full refund.

### **8. Inspections and Checklist**

Pre- and post-event inspections shall be conducted by the Renter and NEMRD representative, referencing the Facility Rental Checklist. The Renter is responsible for ensuring the facility is cleaned and organized per checklist requirements. Failure to comply may result in forfeiture of the deposit and assessment of additional fees.

### **9. Pool Access**

Pool access is not included in the rental fee and is subject to separate policies and fees. After-hours pool rentals require two (2) weeks advance notice and lifeguard coverage. No refunds will be issued for inclement weather affecting pool use.

## **10. Alcohol and Conduct**

Alcohol may be served only in rented areas and must be supervised by an adult over twenty-one (21) years of age. The sale of alcohol is prohibited. The Renter is responsible for compliance with all applicable laws and for arranging safe transportation for guests as needed.

## **11. Furnishings and Decorations**

Clubhouse furnishings must remain inside and returned to their original locations. Decorations require prior approval and must be removed after the event. Prohibited items include candles (unless pre-approved), rice, birdseed, confetti, glitter, potpourri, feathers, flower petals, smoke, bubble, and fog machines.

## **12. Deliveries and Vendors**

The Renter is responsible for all vendor coordination, including deliveries and pickups, which must occur on the event day. NEMRD staff are not responsible for vendor logistics or storage.

## **13. Music, Parking, Smoking, and Solicitation**

Amplified music must comply with local ordinances. Parking is available on a first-come, first-served basis and may be limited. Smoking is prohibited on NEMRD property. Solicitation and use of the NEMRD name for endorsement are not permitted.

## **14. Insurance**

NEMRD may require a Certificate of Insurance, naming NEMRD as an additional insured, as a condition of this Agreement.

## **15. Release of Liability and Indemnification**

The Renter releases and agrees not to sue NEMRD, its officers, directors, agents, employees, subcontractors, and members for any injuries, losses, or damages arising from participation in the event or use of NEMRD property. The Renter shall indemnify and hold harmless NEMRD from any claims, losses, liabilities, costs, or damages arising from the event, including reasonable attorney's fees.

## **16. Enforcement**

In any dispute or legal action arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees. Amounts not paid when due shall bear interest at fifteen percent (15%) per annum until paid. NEMRD retains all rights under its governing documents for enforcement.