



The Dunbar

Arts, Wellness, & Education

Serving the Community since 1913

A Subsidiary of Mt. Zion Baptist Church

If you are interested in renting space from Mt. Zion Baptist Church at The Dunbar (herein referred to as the Facility), there are three (3) steps to the rental process:

1. **You must read and agree to the General Terms & Responsibilities. You will be asked to sign this document at a later date.**
2. **You must complete and submit the Dunbar Building Usage Form.**
3. **If the form is approved, you will be asked to sign a Rental Agreement.**

GENERAL TERMS AND RESPONSIBILITIES

1. GENERAL TERMS

1. Definitions: Renter—the person or organization asking to use the building; Facility—the building at 33 Oak Street, Springfield, MA; Property—the building, including entrances, grounds, and parking lots.
2. All meetings/events will be scheduled with the prior approval of Mt. Zion Baptist Church, owner of the property.
3. Renter agrees to use the Facility solely for the event described in the application. Renter also agrees to be present at the event and assume responsibility for the conduct of all guests. Renter agrees that children and adolescents will be supervised at all times.
4. Renter agrees to conduct a visual inspection of the Facility, including entrances and exits, prior to each use, and warrants that the Facility will be used only if it is in a safe and non-hazardous condition.
5. Renter agrees to control noise levels and play any music at a moderate volume only.
6. Renter is aware that the Facility is a NON-SMOKING facility and agrees to ensure that guests do not smoke (including e-cigarettes) on the property, neither indoors or outdoors.
7. **NO ALCOHOL OR DRUGS MAY BE USED AT ANYTIME.** Renter will ensure that no alcoholic beverages are served, nor drugs used in the Facility or on the property.
8. **NO ANIMALS**, except service animals, are allowed in the Facility.
9. **NO FIREARMS** or other weapons are allowed on the property.
10. Renter shall be responsible for the procurement and expenses of all licenses and permits required for use of the Facility for the event, including a police detail if required under local ordinances.

11. Renter agrees NOT to attach decorations, flyers, poster, banners, etc. to any part of the building, equipment, or items owned or provided by Mt. Zion Baptist Church in a way that will mar the finish or leave a lasting mark of any kind. For example, no tacks, pins, nails, tape, or glue may be used, unless approved in writing by Mt. Zion Baptist Church.
12. Payment for repairs of any damages caused by Renter's use of the Facility or its equipment, furniture, fixtures, or other appliances, as determined by Mt. Zion Baptist Church in its sole discretion, will be the sole responsibility of Renter and must be paid promptly.
13. The rental start time and end time should include any time needed for setting up prior to the event and/or cleaning up after the event. The Renter will be allowed in the space 30 minutes prior to start time, and clean-up must be completed by 30 minutes after the end time. Any changes in the date or time of the event must be approved, in advance, by Mt. Zion Baptist Church.
14. Renter agrees to clean up any spilled liquids and remove, bag and properly dispose of all trash. Renter agrees to leave the Facility in the condition in which it was found. If the Facility is not cleaned, the cleaning deposit will not be returned. (See 'B' under Section 2, Payment.)
15. All functions must be finished by the agreed upon hours as stated in the Agreement. No event will go later than 11p.m. (including clean up).
16. Renter is responsible for ensuring that all guests, visitors, or participants attending the event abide by all printed and posted rules of this property, including maximum occupancy restrictions.
17. Parking is available on the premises.
18. Any Agreement between the Renter and Mt. Zion Baptist Church may be revoked by Mt. Zion Baptist Church at any time for any violation of these terms and conditions with a 24-hour written notice from Mt. Zion Baptist Church to the Renter. Mt. Zion Baptist Church has the right to restrict or revoke requests for further room use in its sole discretion.

2. PAYMENT [Terms may vary with Contract/Agreement]

1. A-1. **One-Time Events:** Renter agrees to pay the full amount of the rental fee to Mt. Zion Baptist Church at least seven (7) days prior to the event. Rental is not booked until the full amount of the rental fee has been paid.
A-2. **Reoccurring Events:** Renter agrees to pay the full amount of the rental fee to Mt. Zion Baptist Church at least seven (7) days prior to the event. Rental is not booked until the full amount of the rental fee has been paid. No future recurring meeting/event **will be entered on the calendar until full payment is received.**
2. B-1. **One-Time Events:** A security/cleaning deposit will be required at the time full payment is made. If the Facility is cleaned and damaged-free when the event is over, the cleaning deposit will be returned within seven (7) business days. If the Facility is not cleaned, the cleaning deposit will not be returned.
B-2. **Reoccurring Events:** A security/cleaning deposit will be required at the time full payment is made. If the Facility is cleaned and damaged-free when the event is over, the cleaning deposit will be returned within seven (7) business days. If the Facility is not cleaned, the cleaning deposit will not be returned.

3. INSURANCE

1. Renter will be asked to carry liability and medical payments insurance to cover the liability and medical payments exposures resulting from Renter's use of the Facility. When such insurance is requested, Renter will have Mt. Zion Baptist Church named as an Additional Insured on Renter's policy and will provide a Certificate of Insurance to Mt. Zion Baptist Church showing Mt. Zion Baptist Church as an Additional Insured.

4. CANCELLATION POLICY [Terms may vary with Contract/Agreement]

1. Mt. Zion Baptist Church will provide refunds only under the following circumstances:
 - A. If Renter cancels the event in writing at least five (5) business days prior to the date of the event, a full refund will be given.
 - B. If Renter cancels the event in writing less than five (5) business days prior to the date of the event, a 50% refund will be given of any amounts paid to Mt. Zion Baptist Church with respect to the event prior to the time of such cancellation.
 - C. In the event Mt. Zion Baptist Church cancels the event, a full refund will be returned to the Renter.
2. No refunds of any kind will be given if cancellation is made on or after the date of the event.
3. For purposes of this Section 4, "event" shall mean, if applicable, one or more sessions of a multi-day rental.

4. DISCLAIMER, WAIVER, AND INDEMNIFICATION

1. Mt. Zion Baptist Church hereby disclaims liability for any loss, injury, death, or damage ("Loss") to persons or property which at any time may be suffered or sustained by the Renter or any of his or her agents, employees, visitors, guests, invitees, and contractors (collectively, "Indemnitor") relating to the use or occupancy of the Facility, whether such Loss is caused by or in any way results from or arises out of any act, omission, or negligence of Indemnitor or of any occupant, or visitor of or to any portion of the Facility, and Indemnitor hereby waives all claims against Mt. Zion Baptist Church for any such Loss.
2. To the extent permitted by the law, Indemnitor shall indemnify and hold harmless Mt. Zion Baptist Church and its officers, directors, partners, agents, volunteers and employees from and against all fines, suits, damages, losses, and actions (including attorney's fees) arising out of, or relating to, all acts, failures, omissions, and negligence of Indemnitor arising out of, or in any way relating to Indemnitor's use of the Facility. This indemnification shall apply both to claims of third parties and to claims of the Indemnitor.

I AM AN AUTHORIZED AGENT OF THE ORGANIZATION AND/OR PARTY SUBMITTING THIS RENTAL AGREEMENT. THE INFORMATION PROVIDED IN THIS AGREEMENT IS TRUE AND CORRECT. I HAVE READ AND UNDERSTAND THE RENTAL TERMS AND CONDITIONS AND AGREE TO ALL OF THE AFOREMENTIONED RULES, REGULATIONS, AND CONDITIONS OF USE.