

vacancy of the Leased Facility. Failure to comply with this requirement will result in Forfeiture of the Security Deposit.

4. The Leased Facility is a Non-Smoking facility. Lessee shall make sure none of their guests smoke inside the Leased Facility. The Association will provide a container outside of the Leased Facility for the safe disposal of smoking materials. Violation of this requirement will result in Forfeiture of the Security Deposit.

5. Regardless of whether or not, separate, several, joint or concurrent liability may be imposed upon Association, Lessee shall indemnify and hold harmless Association from and against all damages, claims and liability arising from or connected with Lessee's control or use of the Leased Facility, including without limitation, any damage or injury to person or property. These indemnifications shall not include any matter for which the Association is effectively protected against by insurance, but Lessee shall remain financially liable for any deductible incurred by the Association related to such damages, claims and liability. If Association shall, without fault, become a party to litigation commenced by or against Lessee, then Lessee shall indemnify and hold Association harmless. The indemnification provided by this Section should include Association's legal costs and fees in connection with any such claim, action or proceeding. Lessee does hereby release Association from all liability for any accident, damage or injury cause to person or property on or about the Leased Facility, whether due to negligence on the part of Association and notwithstanding whether such acts or omission be active or passive. Association and Lessee do each hereby release the other from all liability for any accident, damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

6. Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this lease. Both parties to this Lease agree that Bristol County, Massachusetts shall be the proper county of venue for any and all disputes arising from this Lease and the use of the facility described herein. I/We agree that in the event of default in payment, reasonable costs of collection, equal to fifty (50) percent of the delinquent balance, and/or reasonable attorney fees may be added to the amount due.

7. The Association reserves the right to inspect and control all parties and meetings held on the Leased Facility.

The Lessee will be responsible for any damages to the building, equipment, decoration or fixtures, lost or damaged during the affair, due to the activities of the Lessee's quests during or after the Lease Period. ASSOCIATION HAS THE RIGHT TO CHARGE ACCORDINGLY FOR ANY SIGNIFICANT DAMAGES TO THE FACILITY.

RULES AND REGULATIONS

Hall and Kitchen (and grounds, if used) must be left neat and clean (i.e.; floor must be swept, tables and chairs cleaned).

The Lessee is financially responsible for any breakage or damage to the building and the contents of the building. Lessee is also responsible for the proper use of the grounds.

All trash must be bagged and placed in the proper area. It must not be left outside. The association will provide for the proper disposal of trash.

The Lessee is directly responsible to the designated Association Representative, building committee member or association officer who made the necessary arrangements to make sure the building is left secured.

The rental period shall consist of 6 hours, additional hours shall be charged at the rate of \$10.00 per hour. The Lessee shall insure that all guests will be off the property no later than ½ hr. after expiration of the designated term of the lease. Lessee shall contact the Association Representative upon vacating the Leased Facility.

If the Association has decorations up and the Lessee wants to decorate, the Lessee must first get written prior approval from the Association Representative. Second, the Lessee must put back any decorations that were taken down by the renting party unless authorized not to do so. In no event shall Lessee permit the use of confetti, rice or similar materials, nor shall the Lessee permit the use of fog machines, incendiary materials or pyrotechnics.

7. If alcoholic beverages will be served, the Lessee must obtain the proper License from the Town of Fairhaven. If food is cooked on the premises the Lessee is responsible for obtaining a Permit from the Fairhaven Board of Health. Such License and Permit must be provided to the Association no later than 14 days prior to the scheduled event.

Any changes or addendum to this contract shall be made at the time of signing and any such changes or addendums shall be initialed by both parties. A copy of this executed Lease Agreement shall be furnished to both parties.

LESSEE SIGNATURE

DATE

ASSOCIATION REPRESENTATIVE SIGNATURE DATE

PLEASE REMEMBER OUR NEIGHBORS AND KEEP OUTSIDE NOISE AT A MINIMUM AFTER 10:00PM.

Revised 2/19