



# TABOR ACADEMY- RENTAL AGREEMENT

School by the Sea

Date: [Click to select date]

The facilities at Tabor Academy ("Tabor") are available for limited use to the Tabor community and others. No use of facilities will be allowed if the use conflicts with the academic, athletic or social needs of Tabor. Tabor reserves the right to terminate use of the facilities at any time and without prior notice if such conflicts arise. Any user of the facility must provide Tabor with a certificate of insurance naming Tabor as an additional insured covering its use of Tabor's facilities and must hold Tabor harmless as described below. All charges agreed upon for facility rental must be paid prior to the actual use unless other arrangements are agreed to by Tabor.

To \_\_\_\_\_ Name \_\_\_\_\_  
 \_\_\_\_\_ Company \_\_\_\_\_  
 \_\_\_\_\_ Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_  
 \_\_\_\_\_ Customer ID: \_\_\_\_\_

Event Type	Dates:	Check In/Out Times	Payment Terms
			See below
Description of Services			Line Total
Administrative Fees (On site coordinator and editorial staff)			
			Subtotal

**DEPOSIT PAYMENT SCHEDULE**

Deposit 1 \$ \_\_\_\_\_  
 Deposit 2 \$ \_\_\_\_\_  
 Deposit Total \$ \_\_\_\_\_  
 Remainder Due: \$ \_\_\_\_\_

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Two Weeks Prior to Event**

**ADDITIONAL INFORMATION AND PARKING**

BILLS ARE DUE AND PAYABLE UPON BILLING BY TABOR

**Make Checks Payable to:** Tabor Academy

**Remit Payment to:** Noel Pardo  
 Facility Rental  
 Tabor Academy  
 66 Spring St  
 Marion MA 02738



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Tabor and the user of the facility ("User") agree to the following terms and conditions:

- 1. Reserved Rights.** Tabor reserves the right to inspect all events being held on its premises and to take such steps, as it may believe necessary to protect its property and facilities from damage as a result of the event. In addition, Tabor reserves the right to continue its use of all other facilities on its campus as its programs may demand during the date and time while one or more of its facilities are being rented by the "User".
- 2. Indemnification.** The "User" shall hold harmless and defend Tabor, its Trustees, Officers, Employees, Agents and Contractors (collectively, the "Indemnified Parties") from any action, proceeding or claim for injury or damages of any nature or for any cause arising from or related to "User" use of Tabor's facilities or property including access thereto, use of common areas, storage areas and any other special areas used (any and all of the foregoing, a "Claim"). In the event any Claim is brought against any of the Indemnified Parties, the "User" will indemnify and hold the Indemnified Parties harmless with respect to any Claim and pay any and all court costs, attorneys' fees, and any other costs or damages arising therefrom. **The "User" will provide Tabor at least thirty days prior to the event with a Certificate of Insurance specifically naming Tabor as an Additional Insured under the named insured's policy for General Liability in the amount of at least \$2,000,000 and such additional coverages and amounts as Tabor shall require.**
- 3. Reimbursement for Damages to Facility or Property.** "User" agrees to reimburse Tabor upon demand for any and all damages to Tabor's facility or property caused by "User" or its representatives, officers, employees, guests, invitees, agents or contractors. If Tabor shall suffer any such damages, it shall give "User" notice of the facts giving rise to the damages as soon as practicable and demand for reimbursement.
- 4. Charges.** All charges and costs imposed on "User" by Tabor for use of the facilities are to be paid in full at the time of billing unless other arrangements are agreed to by Tabor. In case of other arrangements, all remaining balances are to be paid within 30 days of the conclusion of the activity.
- 5. Cancellation.** A "User" reserving our facilities thus precludes Tabor's rental of said facility to another person or party on that date. If it becomes necessary to cancel for any reason, we require formal cancellation by "User" of this agreement in writing. Upon receipt of written notification, the following forfeiture schedule will apply to all fees paid to date both for facility and food services: For weddings: if the cancellation is received **prior** to one year of the event, twenty-five percent (25%) of your deposit is forfeited; if the cancellation is received **within** one year of the event, fifty percent (50%) of your deposit is forfeited. In the unlikely event that we can secure another renter for your date, all but twenty percent (20%) of your monies will be refunded. For all other rentals: if the cancellation is received **prior** to two weeks before the start date, fifty percent (50%) of your deposit is forfeited. The deposit is non-refundable if your event is cancelled **within** the two weeks prior to the event.
- 6. "As is" condition.** User accepts the premises that it will be using for the event and any other services or equipment in their "as is" condition and will return the premises to Tabor in the same condition.
- 7. Security/Other Services.** If deemed necessary by Tabor, "User" is responsible for the cost of such security or other services needed in conjunction with holding the event.
- 8. Rental Policies.** The general policies at Tabor pertaining to rentals will be followed at all times. Rental policies will be provided for your program prior to your arrival.
- 9. Force Majeure.** If Tabor is unable for any reason to provide facilities for the event, the Academy's only liability shall be to return to "User" such charges paid by "User" for the event under this agreement. Upon the return of such funds, the Indemnified Parties shall be released from any and all further liability or obligation under this agreement. Tabor shall give the "User" as much notice of such condition as shall be practical under the circumstances.



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- 10. **Use of the designated facilities.** The use of facilities hereby granted to the User is not assignable in whole or in part. The User agrees not to assign or sublet any part of the premises licensed, nor to permit any person other than those engaged in its activities, as specified, to occupy any part of the premises without written consent from Tabor, which consent may be withheld in Tabor's sole discretion.
- 11. **Literature or advertising** describing or offering the activities of the User shall be submitted to Tabor in advance, and no such material shall be published or distributed without prior approval of Tabor, which approval may be withheld in Tabor's sole discretion.
- 12. **No guests or unregistered individuals** should be on the grounds without the knowledge of Tabor in the contracted arrangement with the Tabor.
- 13. **User** and/or its representatives are responsible for conveying all pertinent information, rules and regulations to its members and guests. Each participant listed below must fill out the below forms. All swimmers and participants of physical/sporting activities must sign the Form of Release attached hereto as Exhibit B.
- 14. **Representation.** User represents and warrants to Tabor that it has obtained all background checks required by law or Tabor.

**Forms for this agreement:** If applicable, the documents listed below are part of this agreement:

- Exhibit A (Policies for all rental groups) Page 5
- Exhibit B (Form of Release) Page 6

I/We accept the terms of this agreement for use of the named facility as shown on the first page.

**Name (print)** \_\_\_\_\_ **Title** \_\_\_\_\_

**Address** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



# Tabor Academy

## Policies for All Rental Groups

(Specific sections apply only to those groups listed)

### For All Programs

- To reserve a rental with Tabor, all groups must provide the following by the requested date in the rental agreement:
  - Certificate of insurance naming “**Tabor Academy**” as an additional insured.
  - Signed rental agreement.
- **Personal Property** - Tabor assumes no responsibility for personal property (lost, stolen or damaged).
- **Tabor Property** – All property should be treated as if it was your own. Guests are discouraged from rearranging furniture and if done, please return to its proper place. Groups are responsible for the loss, defacing, breakage etc. of buildings and property. Groups will be assessed for any damages.
- **Program areas** must not be used without the supervision of a qualified Tabor staff member, or without prior arrangement with Tabor.
- **Waterfront Usage** - Use of the waterfront is allowed only when a certified lifeguard is on duty, and it is at the risk of the group using the facilities. All waterfront rules such as no running, no swimming at night, no swimming alone, etc. must be enforced.
- **Emergency Services** - Tabor assumes no responsibility for accident, injury or emergency transportation. All incidents and emergencies must be reported to Tabor as soon as possible and documented (incident report provided in welcome pack).
- **Tabor Dining Services** - Rental groups contracting dining services will have additional documentation provided about the service along with all pertinent details.
- **Alcohol and smoking are not permitted** on campus (unless previously arranged with Tabor and included in rental agreement).
- **No outdoor fires** are permitted at anytime (unless previously arranged with Tabor and included in rental agreement).
- **Tabor staff, except in cases of scheduled programs, provides no supervision.** Group leaders are responsible for supervising the group and its behavior. All adults in a family or group are responsible for the actions and behavior of children under the age of 18. Children under the age of 12 should be supervised at all times to ensure their safety and welfare.
- **Quiet hours** are 10 PM to 6 AM unless other arrangements are made with Tabor.
- **Tabor Faculty** - Please note that faculty of Tabor live in apartments located throughout the campus. Any outdoor areas associated with these apartments are private property and should be treated as such. All faculty apartments are strictly off limits to any rental groups. Please do not disturb them for any reason.
- **Animals/Pets are not allowed** unless under special arrangement. If permission for dogs is provided, they are not allowed in the Dining Hall; must be under control at all times; cannot represent a nuisance (digging, barking, etc.); and the owner agrees to clean up after it. If the dog is prone to intimidating other pets or visitors, it must be leashed.
- **Other items prohibited** – At no time are drugs, weapons, fireworks, harmful substances, personal sports/adventure equipment permitted on campus.
- **Arrival & Parking** - All posted vehicular rules must be observed. Please no parking in the road or in faculty parking spaces. All roads must be kept clear in case of an emergency.

### ADDITIONAL FIELD POLICIES

- Groups are responsible for monitoring weather conditions and evacuating playing fields of participants and spectators when the threat of lightning or dangerous conditions approaches. Group will cancel games when field or playing conditions could cause harm or damage to participants or to the facilities.
- No glass containers or other breakable articles are allowed on playing fields.
- No team practice or regularly scheduled game shall begin at such time as to interfere with school program.
- No improvements or additions shall be made without prior written consent of Tabor Academy.
- Lights will be turned on and off at specific time requested on permit. (No grace period)
- Fields are not prepped and do not include use of bases, nor are they available.



## **Tabor Academy**

### **Policies for All Rental Groups**

*(Specific sections apply only to those groups listed)*

#### **Overnight Groups/Athletic Camps**

- All participants in programs facilitated by Tabor staff must sign a release form before attending the site. Release forms must be handed to Tabor upon arrival, together with a list of names of all participants.
- If the provision of medical personnel is included in the rental agreement, all participants must provide a signed and completed health/release form that should be gathered and handed to the Tabor Representative upon arrival.
- The group leader should compile a complete list of names, addresses and emergency contact details of all participants before arrival. The group leader should also acquire all known allergies or health conditions requiring treatment, restrictions, or other accommodations required while on site before arrival. For minors without a parent on site signed permission to seek emergency treatment or a signed religious waiver.
- Tabor advises group leaders to provide adults with the following qualifications to be on duty for emergency care. Age appropriate CPR/AED certification from a nationally recognized provider and for youth groups First Aid certifications from a nationally recognized provider.
- The minimum leadership requirement for youth groups (under 18) is two adults, with a minimum ratio of one adult for every eight students recommended. Tabor recommends group leaders practice appropriate screening policies for all rental group staff with responsibility for or access to campers.
- Tabor advises groups to provide their own First Aid supplies and equipment. Back up first aid supplies are located in the Health Center. All medications that are brought with the group must be kept securely locked and accessible to the designated medical personnel.
- Dorms have faculty living in apartments throughout the summer. Respectful language and reasonable noise in the halls is expected at all times with quiet hours from 10 PM to 6 AM.
- All Tabor procedures and rules will be explained and provided in writing to the group upon arrival (also available in welcome pack). These include transportation policies, traffic control procedures, safety procedures, emergency procedures, missing person procedures, maintenance procedures, boundaries, behavioral expectations, and potential hazards and reporting requirements



## **RELEASE AND WAIVER OF LIABILITY for Tabor Academy**

Name of Program: \_\_\_\_\_

I understand that playing or participating in the above camp may be a potentially dangerous activity involving risk of injury. I understand that in any activity/contact sport, such as the activity/sport involved at this camp, a participant can be seriously injured. I am aware that the dangers and risks of my child's/ward's playing or participating in the above activity/sport include, but are not limited to, falls, contact or collision with other participants, equipment and facilities, and the effects of weather, including high heat and humidity (facilities are not air conditioned). I have certified to the director of the camp, by my signature below, that my child is in good health and physical condition and sufficiently able to participate in the above activity/sport at the camp. I have advised the director of any limitations on my child's/ward's activities for medical reasons in writing. Knowing and having been informed of the potential dangers and risks associated with playing the activity/sport, and in consideration of my child/ward being allowed to participate in the camp, I hereby agree on behalf of myself, my family members and my child/ward to assume all such risks and, further, to waive, release, discharge and hold harmless Tabor Academy, its Trustees, Officers, Employees, Agents and Contractors director from and all liability, actions, causes of actions, claims or demands for personal injury and illness of any kind or nature, and any other claims whatsoever arising out of, or in any way connected with, my child's/ward's playing and participating in the above activity/sport and camp, including without limitation any such claims brought by or on behalf of my child/ward.

This Release and Waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. Tabor Academy is not responsible for personal items that are lost, stolen or damaged.

Participant's Name: \_\_\_\_\_

Participant's Signature if 18 and older: \_\_\_\_\_

Signature of Parent or Legal Guardian if participant is under 18: \_\_\_\_\_

Date: \_\_\_\_\_