



Friendly Crossways Retreat Center 2019 Rental Contract
Please keep a filled out form for your files.

This agreement defines the conditions under which Friendly Crossways LLC (also referred to as We or FC LLC) and the below named party (hereafter referred to as You or Client) agree to the client's use of Friendly Crossways' facilities on the dates listed below. This contract constitutes the entire agreement between the parties and becomes binding upon the signature of the named client and FC LLC. The contract may not be amended or changed unless executed in writing and signed by both FC LLC and the client.

Rates are on per day basis. Each rental period starts at 5 pm and ends at 5 pm, except for departure day, which ends at 4 pm.

1. _____
Sponsoring group requesting use of Friendly Crossways from:

((DATE)_____ (Arrival Time)_____ to

(DATE)_____ (Departure Time)_____

for (purpose of meeting)_____

2. **EXCLUSIVE RENTAL** includes meeting space AND lodging. This means that, aside from our residential staff, only your group will use the lodging/meeting spaces/grounds/kitchen, etc. You will have access to all 62 beds in a mix of private, semi-private and dormitory rooms. A downloadable copy of our floor plan is here: <https://www.friendlycrossways.com/wp-content/uploads/Friendly-Crossways-Floor-Plan.pdf>

- For groups of 35 or fewer people, the minimum rate is \$1,942.50 for the first rental period and \$1,697.50 for each additional rental period.
- For groups of 36 or more, each additional person is \$55.50/person for the first rental period, and \$48.50/person for each additional rental period.
- Massachusetts 5.7% Room Tax will be added to the lodging portion of this fee. *Please note, 501c3 tax exempt groups are NOT exempt from paying this tax.*
- If there are more than 35 people, the rate for additional "commuters" (those who don't stay overnight) is \$20/person/day.

- We provide sheets, pillowcases, blankets, pillows, and hand made quilts. Please do not bring these items— or sleeping bags—from home or school.

You expect _____ females to stay overnight for _____ nights.

You expect _____ males to stay overnight use for _____ nights.

You expect _____ additional people (above 35) to "commute" X _____ days @ \$20/person.

You will let your participants know that they are expected to make and strip their beds with the sheets and pillowcases that we provide. You will let your guests know that sheets, sleeping bags, comforters, blankets and pillows from their homes are NOT ALLOWED at Friendly Crossways. (Initial here _____)

Pending availability, you may arrive as early as 10 a.m. The early arrival fee is \$750 for up to 35 people. Initial if you'd like early arrival _____ and let us know what time _____.

MEALS

3. **CATERED MEALS-** Friendly Crossways is happy to provide any of your meals, or you may self-cater some or all of them. Minimum catering charge is for 20.

You would like Friendly Crossways to provide:

Number of breakfasts [] @ \$13 for _____ people

Number of lunches [] @ \$16 for _____ people

Number of dinners [] @ \$23 for _____ people

Coffee/Tea @\$3.50/person/day break: NO [] YES [] number of days _____

Snack/Coffee/Tea @\$8.50/person/day break: NO [] YES [] number of days _____

Number of vegetarians _____ number of vegans _____

Food allergies or special dietary requests: _____

Please note: We strive to accommodate special dietary requests including food allergies, sensitivities and/or preferences (e.g., pescatarian, vegetarian, vegan) as long as we receive detailed information three weeks in advance. If 20% or more of the group has these special dietary needs, a 15% surcharge will be assessed on the total meals bill.

First meal served at: _____ (date and time)

Last meal served at: _____ (date and time)

Is your organization a registered 501(c)(3)? If so, please provide a copy of the IRS letter with this registration form, which will make you exempt from the Massachusetts 7% sales tax on meals.

Please call with a count of participants FIVE BUSINESS DAYS before your event date. This count will be the minimum number used for the Meal portion of your billing if we are cooking for you.

Please read: You have read and understand that you are responsible for calling no fewer than five business days before your arrival with final numbers for meals _____ (initial here).

4. **SELF-CATERING:** Friendly Crossways provides coffee maker, coffee filters, some spices, commercial dishwasher, at least one refrigerator, two stoves, a fully equipped kitchen and place settings and silverware for 65.

If you are providing your own meals and snacks, your group is responsible for cleaning after each meal/snack, and for bringing **paper towels, napkins, coffee, tea, sugar, cream, oil, tin foil and plastic wrap** in addition to your food.

4 A. You will inform your kitchen organizer about bringing the items listed above, and your group will clean the kitchen and dining hall appropriately, including the final mopping _____ (initial here).

4 B. Another self-catering clean-up option: Your group will bring items as designated above and tidy the kitchen and dining hall, BUT Friendly Crossways will do the final mopping of the kitchen and dining hall for \$75 _____ (initial here) *Please note: this charge is in addition to the final facilities cleaning charge (see paragraph 9, below).*

OPTIONAL SERVICES

5. **TOWELS:** You may bring your own towels, or you will rent towels @ \$2.50/towel for _____ people.

6. FUN WITH FIRE

6 A. **FIRE CIRCLE** (late spring to late fall, weather permitting): We will supply fuel for tiki torches and 2-hour fire as well as a staff person to start the fire. You will designate a "fire marshal" to make sure it doesn't become a forest fire. The rate is \$40/hour (2-hour minimum/evening). Please initial here if you think you will be using the fire circle _____ for number of nights _____.

Please note: on Fridays and Saturdays the last wood can go on at 11 pm as the fire MUST be embers and guests moved indoors by midnight. On Sunday through Thursday nights, the last wood is on at 10 pm with guests moving indoors by 11 pm. Please initial that you have read this _____.

6 B. **FIREPLACE** is available in the late fall or winter only at the rate of \$70/day. Please initial here if you think you will be using the fireplace _____ for how many nights _____

Please note: the last wood can go on at 11 pm as the fire MUST be out by midnight. Please initial that you have read this _____.

7. OTHER RENTALS

7 A. **GRILL:** You may rent our propane grill for your event at \$80 per day. Includes propane and two 8' tables. Initial here if you would like to rent the grill _____.

7 B. **PROJECTOR:** You may rent our computer compatible projector @ \$40 for the duration of the event. Initial here if you would like to rent the projector _____.

7. C. **LAWN GAMES PACKAGE:** A volleyball net and ball are available at no charge. We can also provide a package of spikeball, cornhole, ladder toss, and rollors (a combination of bowling & bocce) for \$99 for your stay. Please initial here if you would like the games package _____.

8. **SET UP AND BREAKDOWN:** Our 36' x 24' meeting room is set up like a living room with sofas and overstuffed chairs in a circle. Currently there is seating for 25, with space for up to 40 more. You are welcome to rearrange the room to fit your needs. If you need more chairs or wish to have banquet-style seating, you may use our folding tables and additional chairs at no charge. At the end of the retreat, your group must return the furniture to its original set up and storage.

If you would like us to set-up and break down the additional tables and chairs in our meeting room, there is a minimum charge of \$200 for up to 20 people, and \$10/person for more than 20 up to a maximum of \$500 (includes rental chairs and tables, set-up and break down).

8 A. Your group will do the set up and break down _____ (initial here) OR

8 B. Friendly Crossways staff will do the set up and break down _____ (initial here).

9. CLEAN UP

We can keep our rates low because groups cooperate in leaving the facility at least as neat as they found it when they arrived. While we expect every group to tidy the common areas and put things back the way they were, we realize that due to the physical and mental intensity of some workshops, washing bathrooms and vacuuming bedrooms before leaving is the last thing participants want to do. The minimum cleaning fee is \$100 (for overnight groups of up to 20 people) or a \$5/person for more than 20 people.

9 A. Your group will do the cleaning _____ (initial here) OR

9 B. Friendly Crossways staff will do the cleaning _____ (initial here).

DEPOSITS/PAYMENT SCHEDULES/CANCELLATION:

10. **REGISTRATION** The registration fee is \$800 X number of 24-hour periods _____ = registration fee of \$_____.

10 A. In order to reserve the space a check for the registration fee must accompany this contract. This fee will be deducted from the total bill. Please make the check out to Friendly Crossways, LLC and send to: 247 Littleton County Road, Harvard MA 01451

10 B. A separate check for the damage / cleaning deposit of \$250 is also due no sooner than six months and no later than 42 days before the event. If there is damage, or the facility is not cleaned per agreement, we will deduct an appropriate amount and send you the balance along with an explanation of expenses. Otherwise this check will not be deposited nor will it be returned to the sender. *If you wish to have the voided check returned (14 days after the event) please include a self-addressed envelope along with the registration form and deposit.*

A damage deposit of \$250 is attached to this registration form _____ (initial here) or will be sent no later than 42 days before the event on this date _____.

10 C. If you prefer to pay by credit card, payment may be made by PayPal and the invoice will include a 3% handling fee.

11. CANCELLATION POLICIES:

11 A. If you have to cancel and can notify us more than 120 days before the event, your registration fee will be returned LESS \$400 per 24-hour event day.

11 B. If you cancel 43 - 120 days before the event, none of the deposit is refundable.

11 C. Groups that cancel 7 to 42 days before the event will be billed and responsible for paying 100% of the total estimated venue rental bill less the registration fee that has been paid.

11 D. Groups that cancel 6 days or fewer before the event will be billed and responsible for paying 100% of the total estimated meal charges as well as the total estimated venue rental, less the registration fee.

11 E. Registration fees may be transferable to another date at the discretion of the manager. There may be an administrative fee of \$400 to exercise this option.

Please read and initial: I have read and understand the cancellation policy _____ (initial here).

12. **BILLING:** the balance of the total bill is at the end of the event, unless other arrangements have been made with the manager.

Very Important: Please call with a count of participants FIVE BUSINESS DAYS before your event date. This number will also be used for the Meals portion of the bill whether or not everyone shows up.

You have read and understand that you are responsible for calling in a timely manner with final numbers for meals, and with unexpected reductions in numbers _____ (initial here).

13. **INSURANCE REQUIREMENTS:** We will need a certificate of commercial liability insurance from your provider listing Friendly Crossways LLC as additional insured. The value of the coverage should be, at a minimum, \$1,000,000 per occurrence and \$3,000,000 aggregate.

14. **BEER & WINE:** If you wish to have beer or wine at your retreat, please notify the manager. NO hard liquor is allowed on our property.

14 A. Your liability insurance coverage must then include "host liability insurance," which covers alcohol related incidents.

14 B. If you serve beer and wine, a \$75 fee will be assessed to sort and haul away recyclable containers.

14 C. During retreats with undergraduate participants, NO alcohol is allowed on our property.

You understand the alcohol policies _____ (initial here).

15. **OTHER PROHIBITED ITEMS** Friendly Crossways is a non-smoking and drug-free facility. An outdoor area designated for tobacco products is available for guests who do smoke. Please initial that you have read this _____.

16. **PETS:** We are unable to accommodate them.

17. **FORCE MAJEURE:** FC LLC shall not be liable for the losses resulting from non fulfillment of any terms or provisions of this Contract, if Friendly Crossways shall be prevented or delayed from performing in whole or in part because of war, riot, strike, fire and flood by any other act or occurrence not within the control of Friendly Crossways, which it could not prevent. Registration fees are transferable to another date at the discretion of the manager.

18. MUTUAL INDEMNIFICATION:

FC LLC agrees to indemnify, defend, and hold harmless the Client from and against any and all claims, suits, actions, demands, damages, judgments, losses, liabilities, expenses, and costs (including, but not limited to court and arbitration costs and reasonable attorney fees), which may arise from or relate to its negligent actions or failure to act, except to the extent such claims, suits, actions, demands, judgments, losses, liabilities, expenses, and costs are caused by the negligence of Client, and /or its hired vendors.

Client agrees to indemnify, defend, and hold harmless Friendly Crossways LLC and employees from and against any and all claims, suits, actions, demands, damages, judgments, losses, liabilities, expenses, and costs (including, but not limited to court and arbitration costs and reasonable attorney fees), which may arise from or relate to its negligent actions or failure to act, except to the extent such claims, suits, actions, demands, judgments, losses, liabilities, expenses, and costs are caused by the negligence of the Friendly Crossways LLC and employees.

By signing below, you agree that you have read and understand the terms of the Friendly Crossways rental contract, and you agree to adhere to these requirements as a condition of your rental.

Printed name _____ Signature _____

Date that agreement was filled out & returned to Friendly Crossways _____

Please print your:

Address _____ Town, state & zip _____

Phone: home _____ cell _____

E-mail _____

Friendly Crossways LLC
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