



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. **LODGINGS** are dormitory style, or in semi/private rooms (singles, doubles, triples and a quad).

- Linens include sheets, pillowcases, blankets, pillows, and hand made quilts. Please do not bring these items— or sleeping bags—from home or school.
- 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 you are renting Lodging Only (no meeting space), check-in is after 5 pm, and check-out is by 10 am.

You expect _____ persons to stay overnight.

No. of females _____ in dormitory at daily rate of \$ 28.00 X number of nights _____

No. of males _____ in dormitory at daily rate of \$ 28.00 X number of nights _____

No. of females _____ in semi/private rooms at daily rate of \$ 33 X number of nights _____

No. of males _____ in semi/private rooms at daily rate of \$ 33 X number of nights _____

Our linens must be used. Linen rental @ \$7/person for _____ people.

3. MEETING SPACE/FACILITIES FEE: a 'Day' is from 5 pm to 5 pm, **except** for 4 pm on departure day. If you wish to have an early arrival, please contact the manager for the appropriate rate. Minimum rate is \$400 for up to 20 people. Each additional person is \$20/day.

We expect _____ persons to attend for _____ days and nights

We expect _____ additional "commuters" (who do not stay overnight) @ \$20/ person for _____ days

(Example, the meeting space/facilities fee for a 16 person group arriving Friday evening and leaving by on Sunday morning \$400 x two 24-hour periods = \$800)

OPTIONAL SERVICES

4. CATERED MEALS-Friendly Crossways is happy to provide some or all meals (**20 person minimum charge**). Or, you may use our fabulous kitchen to self-cater.

We 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: NO [] YES [] number of days_____

Snacks @ \$8.50 /person/day: NO [] YES [] number of days_____

number of vegetarians _____ number of vegans _____

Other food allergies or issues:_____

Food allergies or special dietary requests:

Please note: We strive to accommodate special dietary requests including food allergies, sensitivities and/or preferences (e.g., pescetarian, 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 6.25% 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).

5. **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.

5 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).

5 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 10, below).*

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 rollers (a combination of bowling & bocce) for \$99 for your stay. Please initial here if you would like the games package _____.

7 D. You may rent our towels @ \$2.50/towel for _____ people.

FUN WITH FIRE

8 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_____.

8 B. **FIRE PLACE** 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 by midnight. Please initial that you have read this_____.

9. **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).

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

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

10. **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. Please check the cleaning page for detailed cleaning expectations. The minimum cleaning fee is \$100 (for overnight groups of up to 20 people or \$5/person for more than 20 people).

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

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

DEPOSITS/PAYMENT SCHEDULES/CANCELLATION:

11. **REGISTRATION:** in order to reserve the space, TWO CHECKS must accompany this application:

11 A. One check is a registration fee toward the estimated facilities usage fee (accommodations AND conference space fees). This fee will be deducted from the total bill.

\$400 X number of 24-hour periods _____ = registration fee of \$ _____

Please make the check out to Friendly Crossways, LLC and send to: 247 Littleton County Road, Harvard MA 01451

11 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 _____.

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

12. CANCELLATION POLICY:

12 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.

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

12 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.

12 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.

12 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).

13. **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: If it looks like your group numbers will be 25% or more fewer than originally planned you must give us notice of this reduction three weeks out. Otherwise your final bill will be based on the numbers provided in this contract.

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

14. **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.

15. **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.

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

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

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

You understand the alcohol policies _____ (initial here).

16. **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 _____.

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

18. **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.

19. MUTUAL INDEMNIFICATION:

FC LLC 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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