



Friendly Crossways Retreat Center 2018 Group Contract for Exclusive Rental

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 for facilities usage and accommodations are embedded in the registration form below. Rates are based on 24-hour usage, starting at 5 pm and ending at 4 pm unless other arrangements have been made.

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

- For groups of UP TO 35 people the minimum rate is \$1697.50 per rental period.
- For groups of 36 or more people the rate is \$48.50/person per rental period, including lodging.
- Each rental period starts at 5 pm and ends at 5 pm, **except** for departure day, which ends at 4 pm.
- 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 is \$20/person/day for those who don't stay overnight
- Please do not bring sleeping bags, pillows, blankets or comforters from home.
- Sheet rental from Friendly Crossways is optional for most groups and mandatory for undergraduate college groups.

You expect _____ females for day and overnight use X _____ nights

You expect _____ males for day and overnight use X _____ nights

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

Pending availability, you may arrive as early as 10 a.m. The early arrival fee is \$750. Initial if you'd like early arrival _____

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 [] @ \$12 for _____.

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

Number of dinners [] @ \$22 for _____.

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

4. **SELF-CATERING**: 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.

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.

4 A. You will inform your kitchen organizer about bringing items as designated above, and your group will prepare meals and clean 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, prepare meals and tidy kitchen area 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. **LINENS & TOWELS:** Sheets must be used on our beds. We provide blankets, handmade quilts and pillows. Sleeping bags, blankets and comforters from home are NOT ALLOWED in the hostel.

5 A. Your guests will be bringing their own linens (top sheets, bottom sheets, pillow cases) & towels (initial here _____)

5 B. You will let your guests know that sleeping bags, comforters, blankets and pillows from their homes are NOT ALLOWED at Friendly Crossways (it's a sanitation rule) (initial here _____)

OR

5 C. You may use our linen rental (top and bottom sheets and pillow case) at \$7.00/person for _____ people, and towels @ \$2.50/towel for _____ people (Linen rental is mandatory for college groups.)

6. FUN WITH FIRE

6 A. **FIRE CIRCLE** (late spring to late fall, weather permitting): We will supply fuel for tiki torches and the fire; and a staff person to start the fire circle. You 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 _____ *Please note: the last wood can go on at 11 pm as the fire MUST be embers and guests moved indoors by midnight where you can continue to socialize.* Please initial that you have read this _____.

6 B. **FIRE PLACE** is available in the late fall or winter only at the rate of \$60/day. Please initial here if you think you will be using the fire place _____ *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 _____.

7. OTHER RENTALS

7 A. **GRILL:** You may rent our propane grill for your event at \$80 for first use and \$25 for additional use during the retreat. Includes propane and clean-up. 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 balls are available for your use at no charge. We can also provide a package of spikeball, cornhole, ladder toss, and rollers (a combination of bowling & bocce). All four games for only \$99 (initial here) _____

8. **SET UP AND BREAKDOWN:** Our 36' x 24' meeting room is set up like a living room with sofas and overstuffed chairs to accommodate at least 25 people arranged in a circle. You are welcome to rearrange the room to fit your needs. At the end of the retreat, the furniture must be returned by your group to its original set up. If you wish to have a banquet-style conference seating you may use our additional 20-25 chairs, and folding tables at no charge.

If you would like us to set-up and break-down the additional tables and chairs in our meeting space, 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 & break down _____ (initial here)

OR

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

9. CLEANING UP & HAULING/RECYCLING

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). Larger groups may opt for a \$5/person charge in lieu of cleaning the facility.

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

OR

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

9 C. A \$75 fee to sort and haul away adult beverage container recyclables (both deposit and nondeposit) generated by the group **MAY** be assessed depending on the quantity of containers left behind.

You understand the potential hauling fee policy _____ (initial here)

DEPOSITS/PAYMENT SCHEDULES/CANCELLATION:

10. **REGISTRATION:** in order to reserve the space, TWO CHECKS made out to Friendly Crossways, LLC must accompany this application:

10 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.

\$800 X number of 24-hour periods _____ = registration fee of \$ _____

10 B. The other check is a damage/cleaning deposit of \$250 to be sent no more than six months before the event date. If there is damage or the facility was 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 more than six months before the event on this date _____.

11. CANCELLATION POLICIES:

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.

- b.) If you cancel 42 - 120 days before the event, none of the deposit is refundable.
- c.) Groups which cancel 7 to 41 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.
- d.) Groups which cancel 6 days or less before the event will be responsible for paying 100% of the total estimated meal charges as well as the total estimated venue rental, less the registration fee.

In the event that FC LLC is able to book another like-sized group into the space cancelled by your group, we may be able to reimburse a portion of the cancellation fee to you.

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. **TRANSFERABILITY:** 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.

14. **BEER & WINE:** If you wish to have beer or wine at your retreat, please notify the manager. We may ask you to **provide host liability insurance if your group insurance policy does not cover alcohol related incidents.** During retreats with undergraduate participants, NO alcohol is allowed on our property.

15. **OTHER PROHIBITED ITEMS:** NO hard liquor is allowed on our property; the building is drug-free and smoke-free, and the grounds are drug-free. Please initial that you have read this _____.

16. **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.

18. 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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<mailto:info@friendlycrossways.com?subject=FC Registration Form>