

HC Media at Harbor Place User Agreement Terms and Conditions



This agreement is made and entered into on this _____ day of _____ 20____
between Haverhill Community Television Corporation (HC Media) and

(hereafter called the User) for the use of event space at HC Media at Harbor Place.

1. Haverhill Community Television Corporation (HC Media) authorizes the User access to the use of event space on the date(s) and time(s) as noted:

Date(s): _____ # of Guests: _____

Time(s): _____

2. The User declares the purpose of the event as follows:

3. The User understands that other activities may be conducted at HC Media at Harbor Place by other users during the above time period; however, HC Media agrees that it shall use its best effort to schedule such other activities so as not to unreasonably interfere with the User's activities. HC Media reserves the right to move and/or reschedule events on as needed basis.

BREAKDOWN OF COSTS:

4. The User agrees to sign, and return this Agreement within ten (10) business days.

5. **Deposit: A non-refundable deposit of \$50.00** is required along with a completed Event Planning Request Form to book the facilities. This Agreement must be signed and returned within ten (10) business days, to, at HC Media 60 Elm St. Haverhill, MA 01830. The signed Agreement will ensure the exact date, time and location of your event reserved for the User.

6. HC Media will work closely with the User to ensure the success of the event. HC Media values the community and its User groups and strives to provide successful events through professional planning assistance. Please also understand that HC Media has policies and guidelines in place, which must be followed by all Users. A bill for costs incurred due to damage of equipment or facilities or other services not provided for will be directed to the Users and are due within 10 days after receipt of bill.

7. **Scheduled of Payment:** Final payment in full must be remitted by check at least seven (7) business days before the event. This payment policy will be strictly enforced.

8. **Function Time:** Daily space is held for use in four (4) hour increments from 9:00AM until 9PM unless designated differently in the agreement.

9. **Additional Policies:**

- a. HC Media facilities may not, under any circumstances, be used by individuals or groups, private or public, profit or non-profit, for the purpose of conducting political fundraising activities.
- b. The User agrees to strictly enforce and abide by state, federal and local laws and HC Media's policies regarding consumption of alcoholic beverages and smoking.
- c. HC Media must approve all advertising related to this function, which directly or indirectly refers to prior publication thereof.
- d. HC Media's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written notice from the HC Media Executive Director.
- e. HC Media reserves the right to video-record the User's event for broadcast on Channel 22. If there are any questions or concerns regarding this recording, the User will bring them to the attention of the Executive Director.

10. **Cancellation Policy:**

HC Media reserves the right to cancel any permission to use its facilities if the User fails to adhere to the policies outlined in this contract or if the premises became unusable due to events outside of the reasonable control of HC Media.

- a. If the User cancels an event less than one month prior to the date of the scheduled function, monies paid will be forfeited.
- b. If HC Media cancels an event due to the User's failure to adhere to the policies outlined in the contract, monies paid by the User will be forfeited.
- c. If HC Media cancels an event due to events outside of its reasonable control, all monies paid by the User will be refunded.

11. The User agrees that HC Media shall not be liable for any damage to persons or property arising from any cause which shall occur in any manner in or about the premises during the term of this agreement, and the User of HC Media facilities shall be responsible for, and hereby agrees to indemnify and hold harmless the Board of Directors and its executive and administrative officers and agents, and employees from all loss, damage suits, claims, costs, expenses, demands, judgments or liabilities of whatsoever kind of nature arising out of or in any way connected with the User's undertaking, activities, or performances under this agreement whether they are due or claimed to be due, to any negligence of HC Media, its officers, agents, employees or due to any other cause.

12. The User may not assign or in any way transfer its rights under this Agreement to any other parties. Nothing in the Agreement shall imply any partnership, joint ventures, or other association between HC Media and the User. The User shall have sole responsibility for the content and the conduct of its activities at HC Media facilities. HC Media's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the Executive Director.

13. The User agrees that it has inspected the premises and facilities and accepts them in their present as is condition and shall not alter or change the facilities without written approval of HC Media and that at the termination of use, the premises shall be returned in the same condition as received by the User, unless agreement has been made for HC Media staff to return the premises to original condition and payment has been made for those services.

14. If prior to the use date(s) the facilities/equipment are destroyed or damaged by fire or other casualty or become unavailable or unusable because of cause beyond the reasonable control of HC Media then HC Media may elect to terminate this Agreement and return User's payment and have no further obligation.
15. If any required deposit or other sum is not paid promptly when due or in the event the User shall violate any of the terms of the Agreement, HC Media may cancel the Agreement, and require the User to vacate the premises; HC Media shall retain all sums received prior to such termination.
16. The User, its representatives and employees, shall comply with all HC Media rules, regulations, and/or laws prescribed by HC Media for use of facilities/equipment/services of HC Media and with all applicable governmental rules, laws, ordinances and regulation of the Commonwealth of Massachusetts. HC Media personnel shall be given preference to any space.
17. The User agrees to comply with all reasonable and regulations provided by HC Media staff and/or representatives regarding healthy and safety considerations. All state and local laws and ordinances, as well as, HC Media regulations concerning health, safety and public order, which are applicable to the use and occupancy if HC Media facilities shall be observed by User, its officers, agents, employees, guests, patrons, or invitees.
18. Facilities occupied by the User shall, at all times, be under control of HC Media, and all personnel from HC Media shall have the right to enter the facilities at any time when so deemed necessary.
19. HC Media is a Smoke-Free facility.
20. The User agrees that it will comply with all state and federal anti-discrimination laws during its performance under this agreement.
21. The parties acknowledge that this agreement, and the enforcement of the terms and conditions stated herein, are governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
22. **Alcohol Policy:** The City of Haverhill requires a one-day liquor license for any function serving alcohol. This license is attained by the User submitting a liquor application with the City of Haverhill. It is strongly advised that the User submit their liquor application to the City no less than 60 days prior to the event, to allow time for required approvals. All events where alcohol is served must have the Executive Director's approval. If, after having secured the required written approval, alcohol is served or sold by anyone, then it must be served or sold strictly in accordance with applicable city and state law.
23. Please remember that no tape or adhesive material of any kind can be used to affix material at the walls, doors, or windows in any rooms at any HC Media facility. Materials posted randomly devalue the appearance of this facility and the adhesive materials (or adhesive removal products) can permanently destroy surfaces. Users will be responsible for costs to repair any damage.
24. We do not offer printing/copying services. All materials should be printed or copied prior to your arrival.
25. If requested, the User will name Haverhill Community Television Corp. as additionally insured for \$1,000,000 in Liability Insurance and will provide HC Media with a certificate of Insurance showing all applicable coverage and showing HC Media as an additional insured.
26. The User will need to use their own wireless payment system and will not take credit card payments over the HC Media's wired/wireless network.

Upon signing this Agreement, the User also agrees to all "Terms and Conditions".

In witness whereof, the parties acting on behalf of HC Media have agreed to Agreement.

Haverhill Community Television Corp.

By: _____ Date: _____
Executive Director, HC Media

By The User: _____ Date: _____
Organization

Address: _____

Please sign and return the above agreement, with total deposits, with ten business days to:

**HC Media
60 Elm Street
Haverhill, MA 01830**

Please make checks payable to Haverhill Community Television