

The Town of
GLEN ECHO

Chartered 1904

Town Hall · 6106 Harvard Avenue · Glen Echo · Maryland 20812 · (301) 320-4041

townhall@glenecho.org

**TOWN OF GLEN ECHO HALL RENTAL APPLICATION
INDEMNITY AGREEMENT AND RELEASE OF LIABILITY**

Name of User: _____

If user is an organization or a group, enter the name of the organization as well as the name of the person authorized to represent the organization.

Organization: _____

Representative's name and title: _____

User/Representative's daytime phone #: _____

User/Representative's e-mail address: _____

Event Date: _____

Hours Requested _____ (please include sufficient time to set up and clean up)

Type of event for which rental is requested (reception, dance, exhibit, meeting, etc.):

The capacity of the Glen Echo Town Hall event space is a total of 124 people, including any catering or other vendor participants. All activities held primarily for children and teens (i.e. persons under the age of 18) must be attended by an adult chaperone; at least one adult chaperone for each ten teens, preteens and children is required. The legal guardians of any persons under the age of 18 must execute the attached Release when there is not a parent or legal guardian chaperone. Caterers and all vendors must provide insurance naming the Town of Glen Echo as additional insured for this event in the amount no less than \$1,000,000.

Expected attendance number: _____

Approximate number of Adults _____ Teens _____ Children _____

Will this event be catered or have an entertainer? Yes _____ No _____

If yes, please following information:

Name of Caterer: _____

Caterer's Contact Name and Phone Number:

Insurance carrier for catering company: _____

Entertainer(s) Name and Contact Phone Number:

Insurance carrier for Entertainer: _____

In consideration of the permission granted by the Town of Glen Echo to use said premises, the undersigned do hereby for themselves, successors and assigns, release, remise and discharge the Town of Glen Echo, its agents, servants, or employees, from any and all claims, demands, actions, causes of action, of any kind, for injuries or damages to any person or persons and/or property that may be sustained in and about the premises in connection with the use thereof, regardless of whether said injuries are due to negligence or any other fault.

As is the case with any facility outside of your home, use of the Town Hall and its facilities (collectively referred to as "the facilities") may expose you to the COVID-19 virus. Your decision to access the facilities is made knowingly and voluntarily by you with full knowledge of this risk. If you do decide to use the facilities, your use of these facilities shall mean that you are accepting the risks associated with the COVID-19 virus, have read and agree to all of our rules and protocols as they relate to COVID-19 and acknowledge that the Town of Glen Echo is not responsible should you contract the virus. It is presumed that you and your event attendees will make their own assessment of the associated risks of using the facilities and will act accordingly.

By accepting this waiver and release of liability, and in consideration of my use of the facilities, I hereby release and forever discharge the Town of Glen Echo, and its officers, employees, contractors, agents, and successors and assigns, from any and all liability, damages, and claims, of any nature, whether known or unknown, pertaining to or arising in any manner from my use of the facilities.

The Town reserves all rights to cancel or amend renter agreements pursuant to then-existing county health guidelines. Further, all event organizers agree to ensure compliance with current county health guidelines in effect at the time of the event.

The undersigned further agree to indemnify, defend and save harmless the Town of Glen Echo, its agents, servants or employees, from any and all claims, demands, actions and causes of action of any kind for injuries or damages sustained to any person or persons and/or property, in connection with the use of said premises due to negligence or any other fault. **The undersigned represent and warrant that the parents or legal guardians of any persons under the age of 18 will execute the attached Release before being allowed to attend and participate when there is not a parent or legal guardian chaperone.**

The undersigned hereby certify that the use of said premises is completely voluntary, and that by the use of said premises neither we nor any of our guests shall be considered, in any way, the employee, servant or agent of the Town of Glen Echo.

ADDITIONAL TERMS

In consideration of the permission granted by the Town of Glen Echo to use said premises, the undersigned do hereby agree that the use of said premises shall be governed by the following terms and conditions:

- 1) Rental charges are payable in advance within 1 week of reservation. Cancellation Policy – 10 business days or greater Full Refund, less than 10 business days No Refund.
- 2) A deposit will be required for all applicants and shall be paid to the Town at the time that the key is picked up. The undersigned shall be responsible for all damage to Town property and shall ensure that the premises are left in a neat and clean condition. If damages occur or cleanup is required, the Town may retain all or part of the deposit, as deemed appropriate by the Town. If damages or costs of cleanup exceed the amount of the deposit, the undersigned shall be liable for the excess, as determined by the Town.
- 3) Quiet hours shall be observed as the Town Hall is in a residential area. Music and other loud noise shall stop at 10pm Sunday through Thursday and 11 pm Friday and Saturday.
- 4) No charges may be made for alcoholic beverages – unless an alcohol license is obtained from Montgomery County. www.montgomerycountymd.gov/dlc/licensure/license/one-day/
- 5) It shall be the responsibility of the undersigned to ensure that the Rules for Renting the Town Hall Meeting Room, attached hereto and incorporated herein by reference, are strictly observed by all persons in or about the premises.
- 6) The premises shall be open at all times to officials of the Town, their agents or employees, to ensure that the terms and conditions of the rental agreement are complied with.
- 7) In the event that the premises are not available to the renter at the date and time requested and agreed upon, regardless of whether it be within or without the control of the Town, or whether the Town was negligent in this regard, the liability of the Town shall be expressly limited to the amount of the rental fee and deposit. The Town assumes no responsibility for any other damages, direct, incidental or consequential.

WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS TOWN HALL RENTAL APPLICATION. INDEMNITY AGREEMENT, AND RELEASE OF LIABILITY AGREEMENT. BY SIGNING THIS DOCUMENT, WE EXPRESSLY RATIFY THE TERMS AND CONDITIONS CONTAINED HEREIN.

I, the renter, hereby represent and certify that I am twenty-one (21) years of age or older, and if this application/release agreement is being made on my behalf, and, if applicable, on behalf or an organization or group, and that I am authorized to sign on behalf of said organization or group. **As the renter I will be attending the event the entire time from set up to clean up.**

Renter Signature: _____

Please Print Name: _____

Address: _____

Phone Number: _____

Date: _____

ACCEPTANCE BY TOWN OF GLEN ECHO

Town Clerk: _____

Date of Acceptance: _____

Rent Amount Paid: _____

Deposit Amount Paid: _____ **returned/shredded date:** _____

Key picked up date: _____ **returned:** _____

Release
(For Participants Under the Age of 18)

I hereby certify that I am the adult parent or legal guardian of _____, a minor child under the age of eighteen (18) years and I consent to his/her participation in private events and activities taking place at the Town Hall of the Town of Glen Echo.

I understand and acknowledge that I am fully aware of and assume the risks, including but not limited to the risk of serious bodily injury, loss of life, property loss, or other damage, collectively "Damages", of said minor child's attendance and participation in events and activities at the Town Hall. I recognize my responsibility to ensure that said minor child participates only in those events and activities for which he/she has the required skills, qualifications, training, maturity, and physical conditioning. I understand that the Town of Glen Echo shall have no responsibility for any such Damages, or to pay for medical treatment and related costs.

I understand and acknowledge that the Town of Glen Echo allows the Town Hall to be used in an "as is" condition and that the Town does not warrant to any users of the Town Hall the suitability of the premises for any particular purpose.

Accordingly, I agree, personally and on behalf of the minor child named above, to assume all risks and responsibilities related to my minor child's attendance and participation at private events and activities taking place at the Town Hall and, to the fullest extent allowed by law, do hold harmless, release and forever discharge, and indemnify, the Town of Glen Echo, its officers, directors, staff, volunteers, employees, and agents, from any against any and all claims for Damages, causes of action, loss, or liability, whether known or unknown, related to or arising in any manner from said minor child's attendance and participation at private events and activities taking place at the Town Hall.

I am at least eighteen (18) years of age and have carefully read and freely sign this Release personally and on behalf of the minor child named above. I understand and agree that no oral or written representations can or will alter the contents of this Release. I agree that this Release shall be governed by the laws of the State of Maryland.

Signature: _____

Date: _____

Print Name: _____