Re: Rental Contract with the Edward M. Kennedy Institute for the United States Senate

Dear NAME:

The Edward M. Kennedy Institute for the United States Senate (the Institute) is pleased to offer NAME (the Client) the use of the Institute’s new Columbia Point center for its event on the evening of DATE, and agrees to enter a contract with you under the following terms and conditions:

1. Use of Facility. Client acknowledges that the Institute, as a 501(c)(3) non-profit organization affiliated with the University of Massachusetts, must remain in compliance with all federal, state and local regulations. Client therefore agrees:
   
a. Use of the Senate Chamber and other public spaces will not be authorized for any profit making, commercial advertising and sales, partisan political, sectarian, or similar purpose. Client is prohibited from representing, implying, or suggesting in their invitations, publicity, or otherwise that the Institute endorses, sponsors, or in any way approves of the organization.

b. Client agrees that its use of the Senate Chamber (if any) shall not represent, imply or suggest in its invitations, publicity, or otherwise that the United States Senate endorses, sponsors, or in any way approves of the organization.

c. PRE-APPROVAL REQUIRED: The following must be approved in advance by the Institute: (1) media coverage; (2) speakers, performers, movies, or programs (other than those included in the Institute’s program); (3) decorations that are fastened to any part of the building by any means; and (4) the serving of alcoholic beverages. Sponsoring organizations and their designated contractors must review their plans with Institute staff; and the plans must conform to Institute rules and procedures and to pertinent fire, safety, and security regulations. Events that do not receive Institute approval will be cancelled without penalty to the Institute, or altered to meet Institute requirements.

2. Base Rental Charge. Client agrees to pay the Institute a base rental charge of $PRICE for select areas of the Institute’s Columbia Point complex, adjacent to the John F. Kennedy Presidential Library. These areas include the Entrance Hall, the Senate Chamber, the “Surround” spaces, a catering kitchen, coatroom and restrooms.

3. Additional Resources. If any additional Institute staffing or resources are desired, such as Audio/Video services, Building Tours and Demonstrations, etc., please contact Tim Stancell-Condron or Rachel Frazier for details and pricing.

4. Payments: A 50% deposit is due upon Client’s signature of this agreement. An invoice is enclosed for your convenience. If the Institute does not receive this deposit within 30 days of the invoice date, the Institute reserves the right to release the hold on the event date that the Client has reserved. The second 50% payment shall be due no later than two weeks prior to Client’s event date. Any additional services contracted by the Client to the Institute shall be invoiced within two weeks after the Client’s event date.

Please note that certain additional services that the Institute may be requested to provide Client are subject to Massachusetts sales tax (such as table rentals), thus any such sales taxes shall be invoiced to Client, along with any other charges that may be due upon completion of the scheduled event, such as overtime charges, if applicable. This final invoice shall be payable within 30 days of receipt. If your company is a non-profit that has obtained a
Certificate of Exemption from the Massachusetts Department of Revenue, or is otherwise not required to have such a certificate (such as a United States government agency) please alert Rachel Frazier to this fact. Non-profit organizations will need to provide a Mass. Form ST-2 to be exempt from taxation on these select additional services.  

Cancellation Policy. If Client must cancel its scheduled event, it shall confirm such cancellation by both phone call and in writing with Tim Stancell-Condror or Rachel Frazier as soon as possible. In certain instances, the Client’s 50% deposit will be refundable, subject to the following schedule:

a. Cancellation 120 or more days before event date: Deposit is 100% refundable.
b. Cancellation 90-119 days before event date: Deposit is 50% refundable.
c. Cancellation 60-89 days before event date: Deposit is not refundable.
d. Cancellation 0 – 59 days before event date: Deposit is not refundable. Client additionally agrees to remit payment to complete 100% base rental charge.

5. Event Hours. Including Client and Vendor setup and cleanup, the event hours will be from Timing on the reserved date. As the Institute will be open to the public until 5:00 p.m. on this date, not all areas may be available for setup until the Institute closes. Overtime costs incurred after the above referenced end time will be charged at $125 per hour (or non-prorated portion thereof) per staff person.

6. Institute Services. The Institute shall be responsible for the following services for hosting this event: Coatroom staff, Security, Maintenance, and Parking Spaces – excluding valet parking services. Tables and Chairs are also available – please contact Tim Stancell-Condror or Rachel Frazier for more information.

7. Exclusive Vendors. The Client will be responsible for the contracting, coordination and payment of services involving the Institute’s exclusive vendors for valet parking, food and beverages, and reception tables and seating (if not using the Institute’s), and other such services – the details of which shall be shared with the Institute. Client will also be responsible for door greeters and guest registration. The Institute’s staff members will be available to assist Client’s event coordinators and vendors for setup and use of the facility.

8. Special Instructions. The Institute will provide Client’s event coordinators and vendors with specific instructions on what is allowed and not allowed in the facility, such as no food and drink may be carried into the Senate Chamber.

9. Assumption of Risk to Client Property: Client assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be on the Institute premises. The Institute, the University of Massachusetts, the University of Massachusetts Building Authority, and all of these organizations’ officers, agents and employees shall not be responsible or liable for any loss of, or damage to, property while on the premises, regardless of how the loss or damage is sustained.

10. Indemnification and Insurance: The Client shall be responsible for any damage to the Institute’s facility, occasioned by the acts (whether intentional or negligent) of Client, its guests, invitees, employees, independent contractors or any person under Client’s control. Client agrees to conduct its activities upon the premises so as not to endanger any person thereon; and further agrees to indemnify, defend, and hold harmless the Institute, the University of Massachusetts, the University of Massachusetts Building Authority, and all of these organizations’ officers, employees and affiliates, against any and all claims, costs or expenses, or loss, injury, or damage to any persons or property, regardless of how the loss or damage is caused, arising out of the activities conducted by the Client, its contractors, subcontractors, agents, members or guests, including but not limited to claims of employees of Client, or Client’s contractors, subcontractors, or guests. Therefore, the Client and the Client’s vendors shall provide the Institute with a Certificate of Insurance naming the Institute, the University of Massachusetts Building Authority and the University of Massachusetts as additional insured for all policies, including General Liability, and if applicable, Liquor Liability. (See attached Insurance Addendum for detailed information).

11. Force Majeure: Neither Party will have any liability to the other Party for any delay or failure to perform, in whole or in part, or for any cancellation in connection with performance of any obligations hereunder, if such failure or cancellation is due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, riots, civil disturbances, fires, floods, strikes, terrorist acts, or credible threat of same, lock-outs, labor disputes, failures in
public supply of utilities or any other causes beyond the control of the Parties, whether similar or dissimilar to the foregoing.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, and the Client shall not assign this Agreement and any attempted assignment shall be void and without force or effect, except that the Client shall be entitled to assign this Agreement to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of stock or assets, merger, consolidation or otherwise) without prior written consent.

13. Agreement: This Agreement, which includes any referenced exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

14. Copies: If this Agreement is executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

15. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action to enforce any right hereunder shall take place in the Commonwealth of Massachusetts.

We are excited to work with you and your organization, and we look forward to assisting with a most successful and memorable event.

In order to indicate your acceptance of the terms in this agreement, please sign where indicated below and return this to the Institute, whereupon it shall constitute a binding agreement between the Institute and the Client. If you have any questions, comments or concerns, please do not hesitate to contact the Institute’s Compliance Director, Paul Rehme, or the Institute’s VP for Operations + Finance, Grace Moreno. Both may be reached at 617.740.7000.

EDWARD M. KENNEDY INSTITUTE FOR THE UNITED STATES SENATE, INC.

BY: ____________________________ Date: ________________

Grace Moreno, Vice President | Operations and Finance

COMPANY

BY: ____________________________ Date: ________________

Printed Name: ____________________________

Title: ____________________________