

TPCC

The Community Club of Touisset Point (TPCC)

2024/2025 Facilities Rental Agreement

(Please Print)

Renter: _____ Today's Date: _____

Address: _____ Phone: _____

Email Address: _____

Rental Date(s): _____

Time Start: _____ am / pm Time End: _____ am / pm *(all events must end by 11pm)*

Rental Option Requested: (Rates per day)

<input type="checkbox"/> Clubhouse Only	\$240
<input type="checkbox"/> Rural Station Only	\$120
<input type="checkbox"/> Clubhouse + Rural Station	\$340
<input type="checkbox"/> Ball Field	\$25
<input type="checkbox"/> Basketball Court	\$35
Subtotal	\$_____

A rental deposit of 50% is required at the signing of this agreement to hold the date(s) requested. The remainder of the rental fee is due no later than the day of the rental.

Cancellations must be received 7 days prior to the event to receive a full refund of the deposit.

Rental hours are from 8 am to 11 pm. **Cleanup must be completed immediately after the event (same day) allowing the Clubhouse/facilities to be ready for use the next morning.**

A \$300 damage/cleanup deposit per building is required with the signed rental agreement. A separate check payable to TPCC is required. The deposit will be returned, less any damages, clean up. See the TPCC Club Rental Rules (page 5 and 6) for cleaning and closing procedures.

If you are renting the clubhouse and/or rural station, a 3rd Party cleaning fee is also required with the signed rental agreement. **The 3rd Party cleaning fee per building is \$120. This is in addition to the damage deposit.** A separate check is required. Cancellations must be received 7 days prior to the event for a full refund of the cleaning fee.

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The renter shall be using the facilities requested above for the following event:

Event Type: _____

Will Alcohol of any kind be served? Yes ____ No ____

Guests: _____ # Under 21: _____

Caterer: _____ Phone: _____

All Renters must provide a certificate of insurance showing personal liability coverage in an amount not less than \$500,000 combined single limit for bodily injury and property damage, at least 7 days prior to the event. **If alcohol is being served**, the renter shall also provide a certificate of general liability insurance, including host liquor liability, in an amount not less than \$1,000,000 combined single limit of liability for bodily injury and property damage.

This insurance shall name:

The Community Club of Touisset Point

EIN: 22-2647776, RI ID: 000029879

10 Touisset Rd

Warren, RI 02885

as an additional insured. This evidence of insurance must be provided at least 7 days prior to the event. Insurances can be obtained from the source of your choice, such as <https://www.theeventhelper.com/>.

The renter shall have the exclusive use of the assigned space as listed above and must be present for the duration of the event.

The renter agrees that all persons present for the specified event shall vacate the premises approximately one-half hour after the conclusion of the event.

The renter agrees to indemnify and hold The Community Club of Touisset Point (TPCC), its agents, officers, and directors harmless from any and all injuries, losses, and/or damages sustained by any person, whether associated with the renter or not, arising out of, or related to, the renter's rental and/or use of any of the property or facilities owned by The Community Club of Touisset Point (TPCC).

Renter has read, understands, and agrees to abide by the TPCC Clubhouse Rules and Additional Policies as set forth above.

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Signatures:

TPCC Rental Agent

Representative Name (print):

Representative Signature:

_____ Date: _____

Renter (must be a current TPCC Member):

Renter Name (print):

_____ 

Renter Signature:

_____ Date: _____ 

I, the Renter, certify that I am a current member of TPCC.

Renter Initials: _____ 

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To be completed by TPCC Member (Renter):

Rental Fee: \$_____ (Subtotal from Page 1)

Check # _____ 3rd Party Cleaning Fee* \$_____ (\$120 per building)

Check # _____ Damage/Cleanup Deposit** \$_____ (\$300 per building)

Check # _____ Rental Deposit: \$_____ (50% of Rental Fee)

* If you're renting the clubhouse, the 3rd Party cleaning fee is \$120. If you're renting the Clubhouse and the Rural Station, the 3rd Party cleaning fee is \$240.

** Damage/Cleanup deposit is in addition to the 3rd Party cleaning fee and is \$300 for the Clubhouse and \$300 for the Rural Station. **This should be a separate check since it will be returned to you if there is no damage or cleanup after inspection.**

Please include check numbers in the fields above.

Also remember to write a separate check for the security deposit. Failure to do so will delay any security deposit you are due back after your rental event.

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TPCC Club Rental Rules

Alcoholic Beverages	<ul style="list-style-type: none">• Alcoholic beverages may NOT be sold to anyone• Alcoholic beverages must NOT be served to anyone under 21 years of age, at anytime• Alcoholic beverages are not permitted on the premises during any under 21 functions (Children's parties, teen events, etc)
Rental includes:	<ul style="list-style-type: none">• Tables & Chairs only• All napkins/plates/cups/silverware/service ware/tablecloths, etc are the responsibility of the renter/caterer.• Nothing in the kitchen cabinets is included in the rental and should not be used/opened.• Cleaning materials under the sink can be used to clean the facility post-event.• Coolers and refrigerators are available for use and need to be cleaned at the close of the event.• Access to WiFi and AV equipment are available.
Smoking	<ul style="list-style-type: none">• Smoking is not permitted inside the facilities, on the porches, or on the grounds. This includes the field, courts, and swimming area.
Occupancy	<ul style="list-style-type: none">• May not exceed current fire code maximum of 83 people seated at tables and maximum of 160 with chairs only.
Noise	<ul style="list-style-type: none">• Noise levels must meet Town regulations.
Pets	<ul style="list-style-type: none">• Pets are strictly prohibited unless they are specifically trained to assist the handicapped.
Phone	<ul style="list-style-type: none">• The Clubhouse phone is for emergency use only.
Trash	<ul style="list-style-type: none">• Trash must be bagged and placed in the dumpster directly next to the Rural Station.• Recyclables must be placed in the designated receptacles.
Cleanup	<ul style="list-style-type: none">• Cleanup is the responsibility of the renter.• The facility and exterior must be left the way it was found, including the furniture arrangement.• Cleaning supplies will be provided for your use.• The facility will be inspected prior to a security deposit refund.
Lights	<ul style="list-style-type: none">• All lights, AC and fans must be turned off before leaving.
Keys	<ul style="list-style-type: none">• Keys may be picked up the day of the event.• The building should be locked securely prior to leaving• Keys should be returned to TPCC rental agent the day after event.

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Unattended Children	<ul style="list-style-type: none">• Unattended children will not be permitted at any time.
Decorations	<ul style="list-style-type: none">• Do not hang anything on the walls – with the exception of 3m Command no-stick hooks.• Tape and nails may not be used at any time.• All decorations need to be removed after rental.
3RD PARTY CLEANING	<ul style="list-style-type: none">• TPCC partners with a third-party cleaning vendor to thoroughly clean the building facilities after each rental. This is in addition to the cleanup responsibilities of the renter.

TPCC Rental Contacts

Kyle Ledoux - 781-605-4620 | rentals@touissetpoint.org

TPCC Table/Chair Count

Tables: Quantity

-Long 8

-Round 6

-Bar height 4

Chairs: Quantity

-Folding 125

-Resin Lawn Chairs 6

Tables and chairs are the ONLY items included with the rental. Glasses, tablecloths, flatware, paper products, trash, etc., are the responsibility of the renter.

Rentals are limited to current paid members and their immediate families.

All rental contracts, including insurance certificates, are the responsibility of the member.

The renter must be present during the entire term of the rental.

I have read the entirety of this agreement and agree to all terms and conditions.

 Renter's Initials: _____ Date Initialed: _____ 

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WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at Touisset Point Community Club (hereafter TPCC), I, on behalf of myself and any of my guests whom I have the capacity to contract, hereby acknowledge and agree to the following based on my rental date of

_____:

1. I understand the hazards of the novel coronavirus (COVID-19) and am familiar with the Centers for Disease Control and Prevention (CDC) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to rent the Touisset Point Community Clubhouse on _____.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my and my guests being on the premises and participating in the Activities on my rental date _____ and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any of my guests) Touisset Point Community Club, and their officers from any liability related to COVID-19 which might occur as a result of my and my guests being on the premises and participating in the activity.
4. I shall indemnify, defend and hold harmless the RELEASES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not any action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASES. This agreement and the provisions contained herein shall be construed, interpreted and controlled according to the State of Rhode Island. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed.

SIGNATURE _____ NAME _____

DATE OF SIGNATURE _____