

# BERNARDSTON KIWANIS CLUB

## Kiwanis Park Lease Agreement 2026

Kiwanis Club of Bernardston, Massachusetts, Inc. Lessor does hereby lessee to:

Name:

Address:

Phone #:

Email:

Requested Date & Time:

Approved: Y | N

**(Fill in completely. We need this info to return any refund.)**

The lessee hereby Leases the following premises situated at 835 Brattleboro Road Bernardston, MA known as Kiwanis Park with pavilion and use of right of way to and from U.S. Route 5 at mile marker 52.9

LESSOR Bernardston Kiwanis Club Inc.  
C/O- George Milton agmilton567@gmail.com (413) 648-5360  
Bernardston Kiwanis Club

The term of this lease shall be for a period of one (1) day starting DATE 9:00AM and ending at 7:00AM FOLLOWING DAY (23 Hours)

DEPOSIT HOLDS YOUR DATE. IF SOMEONE ELSE WANTS THAT DATE THE FIRST DEPOSIT HAS IT. Park is rented on first come first served basis.

The lessee shall pay to the lessor rent at the rate of FOUR Hundred and Fifty Dollars (\$450.00). One Hundred Dollars (\$100.00) is refundable when park is cleaned and garbage and trash are removed by lessee. Dumpster is located by gate.

**YOU MUST MAKE SURE ALL BUILDINGS AND GATE ARE LOCKED WHEN LEAVING THE PARK.**

\*\*\* The Lessee shall USE the leased premises only for the purpose of conducting Lessee's SOCIAL gathering ONLY \*\*\*

The Lessee ACKNOWLEDGES that no use shall be conducted in the leased premises which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law,

HOLD HARMLESS CLAUSE: The Lessee shall indemnify and hold the KIWANIS CLUB OF BERNARDSTON MASSACHUSETTS, INC as well as KIWANIS INTERNATIONAL, INC, harmless from any and all damages to person or property on account of the use of the premises by Lessee or any of its guests or agents.

Rental Rules (COVID)

MUST BE IN COMPLIANCE WITH CURRENT MA GUIDELINES / MANDATES AND LOCAL BOARD OF HEALTH REQUIREMENTS MUST BE FOLLOWED.

Initialing below means you have read this paragraph and the park rules attached

Please initial \_\_\_\_\_

IT IS THE RESPONSIBILITY OF THE LESSEE TO LEAVE THE PARK CLEAN. IF FLOOR IS STICKEY MOP AND BUCKET ARE IN KITCHEN PLEASE USE.

The lessee will forfeit one hundred dollar (\$100.00) refund if park is not cleaned.

The Lessee further agrees that any alcoholic beverage made available by Lessee, its guests or agents, shall be provided at the risk of Lessee, and Lessee shall and hereby does Indemnify and hold Lessor harmless from any and all claims, demands, and actions arising there from.

Payment of 50% down should be made after receiving this contract. And the rest 60 days prior to -DATE RESERVED-



## **RENTAL FEES AND RULES AS OF JANUARY 01, 2022**

### **RULES**

1. MA Health Guidelines must be followed.
2. Pavilion floor must be swept and or mopped if spill occurred.
3. All streamers and party favors must be removed. Use tacks or tap instead of staples.
4. Kitchen refrigerators must be empty of all food when you're done
5. Bathrooms must be left clean and trash removed.
6. If fire pit is going to be used the local fire department / Dispatch should be notified and regulations followed.
7. Gas grill must be cleaned after used. Bring your own tank.
8. We do not have a lost and found.
9. IF YOU BRING IT INTO THE PARK YOU ARE REQUIRED TO TAKE IT OUT OF THE PARK.

**WE EXPECT THE PARK AND PAVILION TO BE LEFT CLEAN AND PICKED UP BEFORE YOU LEAVE AREA AND LEFT SECURED.**

**WE DO NOT SUPPLY POT'S, PAN'S OR UTENSILS.**

### **FEE SCHEDULE**

ONE DAY (24HR)	\$450.00	refund of \$100.00 if area is left clean
Two Days (48HR)	\$800.00	refund of \$100.00 if area is left clean
Three Days (72HR)	\$1000.00	refund of \$100.00 if area is left clean
Bereavement Rental	\$300.00	refund of \$100.00 if area is left clean
Non-profit Rental	\$300.00	refund of \$100.00 if area is left clean (Must provide state certificate)
Members Rental	\$200.00	Per Board of directors 2023

**WE CLEAN ALL BUILDINGS WE DO NOT SANITIZE THE PAVILION OR BATHROOMS IT IS UP TO LESSEE.**