

TROLLEY SQUARE  
COMMUNITY SPACE RENTAL & USE AGREEMENT

**IMPORTANT NUMBERS:**

**Winn Management Maintenance 617-491-5466 (indicate maintenance emergency if  
you need immediate assistance)**

**Hilary Smith-Gage 617-868-4858 x210 (Monday – Friday 9 am – 5 pm)**

Organization Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Organization Address \_\_\_\_\_

Organization Telephone # \_\_\_\_\_ Non-Profit Tax ID # \_\_\_\_\_

Type of Event \_\_\_\_\_

Date of Event \_\_\_\_\_

Time \_\_\_\_\_ A.M./P.M. to \_\_\_\_\_ A.M./P.M. Total # of Hours \_\_\_\_\_

Estimated Number of Guests \_\_\_\_\_ Adults \_\_\_\_\_ Children \_\_\_\_\_

**1. USER RESPONSIBILITIES**

- a. User agrees to assume responsibility for the cost of repair or replacement if the community space or its equipment, furniture, fixtures, or other appliances in the attached Inventory List are damaged.
- b. User agrees to use the community space solely for the purpose stated above. **User also agrees to be present at the function and assume responsibility for the conduct of all guests. User agrees that children and adolescents will be supervised at all times.**
- c. User agrees to ensure that the guests do not make excessive noise or otherwise disturb the residents of Trolley Square. User also agrees to control noise levels and play any music at a moderate volume only.
- d. User is aware that the community space is a nonsmoking facility and agrees to ensure that guests do not smoke on the premises of Trolley Square.
- e. User agrees to be responsible for ensuring that **no alcoholic beverages** are served.
- f. User agrees to provide Management with an Event List prior to the day of the event, which should include event planners. (This provision does not apply to resident association meetings.)

**2. FEE & DEPOSIT**

- a. On signing this agreement, user agrees to pay a fee of \$75.00 by check or money order payable to TROLLEY RENTAL LLC for the rental of the community space.

- b. On signing this agreement, User agrees to pay a deposit of \$75.00 by check or money order payable to TROLLEY RENTAL LL at least five business days prior to the event.

3. RETURN OF DEPOSIT

Management agrees to return the deposit within 5 days of the rental only under the following conditions:

- a. The community space and its equipment, furniture, fixtures, and other appliances specified in the attached Inventory List are not damaged.
- b. User cleans the community space and returns it to its original condition immediately after the rental, including taking the following actions:
  - i. Turn off all lights and electrical appliances.
  - ii. Wipe down all surfaces, including tables, countertops, and appliances.
  - iii. Sweep the floor – Management will provide a broom on request.
  - iv. Return all furniture to original positions.
  - v. Lock all doors.
  - vi. All items that can be recycled should be placed in the appropriate bins, which are located in the trash area. Non-recyclable items should be put in the trash bin.
- c. User returns the community space key to HRI or the Management office NO LATER than noon on the first business day following the event (or at a pre-arranged time specified in this contract).

4. MANAGEMENT’S RIGHT TO REIMBURSEMENT

- a. Management shall deduct from the deposit the costs of repairing damage to the community space and repairing or replacing any items on the attached Inventory List that are damaged or missing (including the cost of changing the lock of the community space door, if the key is lost).
- b. Management will deduct a cleaning fee at the current maintenance hourly rate from the deposit if staff must complete any of the cleaning tasks listed above in Item 3.
- c. User agrees to pay any replacement or repair costs that exceed the amount of the deposit.

5. INDEMNIFICATION

To the extent permitted by the law, User shall indemnify and hold harmless Trolley Rental LLC (Owner), WinnResidential (Management), and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from and against all fines, suits, damages, losses, and actions (including attorney’s fees) arising out of, or relating to, all acts, failures, omissions, and negligence of the User, his or her agents, employees, visitors, guests, invitees, and contractors arising out of, or in any way relating to User’s use of the community space. This indemnification shall apply both to claims of third parties and to claims of the User or any guest of the User.

User Signature \_\_\_\_\_ Date \_\_\_\_\_

Management Signature \_\_\_\_\_ Date \_\_\_\_\_

OFFICE USE ONLY

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**DEPOSIT:**

Date Deposit Received \_\_\_\_\_

Check or Money Order # \_\_\_\_\_

Date Rental Fee Received \_\_\_\_\_

Check or Money Order # \_\_\_\_\_

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date

Date Deposit Returned \_\_\_\_\_

Check or Money Order # \_\_\_\_\_

If NOT returned, reason(s) why \_\_\_\_\_  
\_\_\_\_\_

Waiver attached? \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date

**KEY:**

Key will be: \_\_\_\_\_ Returned to HRI at 280 Franklin Street  
\_\_\_\_\_ Dropped off at WINN Management office at 80 Auburn Court  
\_\_\_\_\_ Left with Maintenance after the event  
\_\_\_\_\_ Other (Please specify) \_\_\_\_\_

**Key is due back no later than:**

(Time) \_\_\_\_\_ on (Date) \_\_\_\_\_

User Initials \_\_\_\_\_ Management Initials \_\_\_\_\_

## TERMS AND CONDITIONS

1. Payment for repairs of any damages caused by the User's use of the community space, as determined by Management, will be the sole responsibility of the User.
2. A pre-rental inspection of the community space will be conducted by the User and Management before signing the agreement.
3. A post-rental inspection of the community space will be conducted by the User and Management. The purpose of this inspection is to ensure that no damage has been caused to the space or the contents therein.
4. Any changes in the date or time of use must be approved, in advance, by Management.
5. Agreement by the User to hold harmless the entities known as HRI Trolley LLC (Owner) and WinnResidential (Management) from any liability of any nature whatsoever arising out of the use and occupancy of the property by the User.
6. Agreement by the User to maintain the property at the sole expense of the User in the condition of the property and the commencement of the license for rental.
7. Agreement by the User to return the property in the condition at least equal to the condition of the property at commencement of the license for rental.
8. This license may be revoked at any time for any violation of the aforementioned terms and conditions with a 24 hour written notice from Management to User. Management has the right to restrict or revoke requests for further room use at their discretion.
9. All functions must be finished by 10:00 P.M.
10. All guests, visitors, or participants attending said function agree to abide by all printed and posted rules of this property.
11. Smoking and alcoholic beverages are strictly prohibited in the community space and adjacent areas.
12. No more than 40 people will be in the Community Room at any one time.
13. Parking is NOT available on the premises. Metered street parking is available on Massachusetts Avenue.

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User Signature

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Date

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Management Signature

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Date

## COMMUNITY SPACE INVENTORY LIST

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User Signature

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Date

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Management Signature

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Date