



# Hitchcock Center

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## EDUCATION FOR A HEALTHY PLANET

### Hitchcock Center Room Use Agreement

This Room Use Agreement (the “Agreement”) is by and between Hitchcock Center for the Environment, Inc., a Massachusetts nonprofit corporation (the “Hitchcock Center”) and the individual or entity identified on the signature page (“You”).

#### **Background**

You wish to rent one or more rooms at the Hitchcock Center for the Environment, located at 845 West Street in Amherst, Massachusetts (the “Premises”) for the event described in Exhibit A (the “Event”). The Hitchcock Center is willing to rent such rooms under the terms and conditions of this Agreement.

#### **Terms**

For good and valuable consideration, the parties agree as follows:

1. The room(s) at the Premises that are the subject of this Agreement (the “Room”), the date and time period during which You shall have use of the Room (the “Event Time”), and the compensation that You shall pay the Hitchcock Center for use of the Room (the “Compensation”) are all set forth in Exhibit A to this Agreement. The Hitchcock Center hereby grants You a limited, revocable license to use the Room for the Event in accordance with this Agreement.
2. The Event Time includes set-up and take-down time. Neither You nor Your caterers and other vendors shall have access to the Premises or the Room at any time other than during the Event Time, unless otherwise specified in Exhibit A. If You use the Premises or the Room outside of the Event Time, the Hitchcock Center may charge you for such use in accordance with its usual rates.
3. This Agreement shall not become effective until the Hitchcock Center has received the Compensation. Twenty-five percent (25%) of the Compensation is non-refundable. If you cancel your reservation of the Room at least seven (7) business days before the date of the Event, the Hitchcock Center will refund seventy-five percent (75%) of the

Compensation. The Hitchcock Center will not issue any refund of the Compensation if You cancel Your reservation less than seven (7) business days before the date of the Event. All cancellations must be made by email to [shelly@hitchcockcenter.org](mailto:shelly@hitchcockcenter.org).

4. You shall not charge a fee of any kind to attendees of the Event.
5. You shall state clearly in all communications, outreach materials and invitations regarding the Event that the Event is not sponsored by the Hitchcock Center.
6. You shall not have use of the kitchen facilities or refrigerators at the Premises.
7. You shall not have use of or access to the Visitor Center at the Premises.
8. You shall not allow more than 100 people on the Premises or in the Room or allow parking of more than 50 cars on the Premises.
9. You and all attendees of the Event shall comply with the Hitchcock Center's green standards as a Living Building.
  - a. You shall pack in and pack out. You shall remove all food, decorations, and trash from the Premises at the conclusion of the Event.
  - b. You shall shut off fans, close and lock windows and turn off lights at the end of Your use of the Room.
  - c. In order to be a Net Zero Energy building, the Hitchcock Center has an HVAC system that alerts users when conditionals are optimal for fresh air. When red lights are on, You shall keep all windows and doors closed. When green lights are on, You may open windows.
  - d. You and attendees of the Event shall use the composting toilets per instructions in the restroom.
  - e. The Hitchcock Center a net zero water building; please help conserve water. Use of the hose is prohibited.
10. You shall be solely responsible for setting up and taking down all tables and chairs in the Room.
11. No animals other than certified service animals are allowed in interior spaces.
12. No smoking, candles or open flames are allowed on the Premises.
13. Wine and beer is allowed but shall not be sold. Hard liquor and mixed drinks are not allowed.
14. Minors must be accompanied by an adult at all times.
15. If You plan to use the AV system, You shall arrange a time for instruction and pay an additional fee as set forth in Exhibit A.
16. The Hitchcock Center reserves the right to refuse or cancel any rental request. The Hitchcock Center is a nonprofit, nonpolitical 501(c)(3) and as such is prohibited from, "intervening in political campaigns." To steer clear of any impropriety we do not rent our facilities to PACs or any groups conducting explicitly political activity."
17. You shall comply with all applicable laws and with the Hitchcock Center's Room Use Policy and other policies and directives of the Hitchcock Center.
18. You shall be solely responsible for the actions and safety of attendees of the Event. You shall indemnify the Hitchcock Center and its officers, directors and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising out of or resulting from: (A) negligent acts and omissions of You and attendees of the Event; (B) damage to the Room or the Premises caused by You or attendees of the Event; (C) Your breach of this Agreement or policies or directives of the Hitchcock Center; and (D) harm or injury suffered by You or attendees of the Event,

except to the extent that such harm or injury is caused by the negligence of the Hitchcock Center. This Section shall survive termination of this Agreement.

19. The Room is provided "as is." The Hitchcock Center makes no representations or warranties regarding the safety of the Room or the adequacy of the Room for the Event.

PRINTED LEGAL NAME AND ADDRESS OF USER:

Name:

Address:

SIGNATURE:

If the user is a person

By:

Date: \_\_\_\_\_

If the user is an entity

By:

Date: \_\_\_\_\_

Printed Name/Title:

**EXHIBIT A TO ROOM USE AGREEMENT  
THE HITCHCOCK CENTER**

Name of user:	
Rooms rented:	
Event Time (dates and times of rental):	
Compensation:	
AV Fee:	
Expected # of attendees:	
Description of Event:	
User's contact information:	
Other terms & conditions:	