

# Cape Cod Villa

## Event Agreement & Waiver

*State of Massachusetts*

This Event Agreement, hereinafter referred to as "Agreement," is entered into and made effective as September 14th, 2022 by and between the following parties: Cape Cod Villa, having a primary address at the following:

16 Olde Coach Lane - Harwich 02645

and \_\_\_\_\_, having a primary address at the following:

Hereinafter, "Renter" will refer to and be used to describe the following party:

\_\_\_\_\_.  
"Host" will refer to and be used to describe the following party: Cape Cod Villa. Renter and Host may be referred to individually as "Party" and collectively as the "Parties."

### **RECITALS:**

*WHEREAS, Renter wishes to temporarily rent a venue owned by Host for a specific event (hereinafter "Venue");*

*WHEREAS, Host wishes to permit Renter to rent such Venue;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

### **ARTICLE 1 - GENERAL TERMS:**

The name of Venue being rented under the terms of this Agreement is: Cape Cod Villa.  
The address of the Venue is as follows:

16 Olde Coach Lane - Harwich 02645

Th rental of the Venue, as well as any and all services provided at Venue and any additional facilities located within or appurtenant to Venue (all of which will continue to be collectively referred to as "Venue"), is subject to the terms of this Agreement, all parts and subparts of which are specifically incorporated by reference here.

Host agrees to provide Renter the use of the Venue on the following date: September 17th, 2022 ("Rental Date"). The Venue rental will be at the following time: 5:00 p.m.

The name of the event being held at the Venue is as follows: Engagement (the "Event").

The number of guests expected at the Event are as follows: Max - 16.

## **ARTICLE 2 -VENUE ACCESS:**

Host agrees to make Venue available to Renter. Venue shall include any adjacent parking, as well. (cars are only allowed to park at the property not outside on the street)

As an Airbnb Guest (renter) \_\_\_\_\_  
has access to Cape Cod Villa from September 16, 2022 check-in at 4:00 p.m to September 18, 2022 check-out at 10:00 a.m. For the event (Engagement) the time permitted to have small gathering is Saturday, September 17, 2022 from 5:00 pm to 8:00 p.m with max number of guests 16.

No other time is allowed to have guests not listed on the Airbnb booking.

A representative or team of representatives of the Host will be available during the Event. The representative or team will be offsite.

The specific duties of the representative or team will be as follows:

Robert Wallace (508) 326-0468

Natalia Wallace (508) 776-6223

A representative or team of representatives of the Host will be available during the Event. The representative or team might be onsite at some point during the event.

Melissa Ferreira (774) 238 - 9894

### **ARTICLE 3 - FEES:**

The fees for the Venue rental will be ("Fees"): \$250 (two hundred fifty US dollars)

The fees for on site liability insurance on site, trash disposal and administrative processing permits : \$125.00 (one hundred twenty five)

A refundable deposit of the following amount is required: \$1,000 (one thousand US dollars). Deposit will be returned the check-out day on Sept 18, 2022 once that cleaning inspection has been completed.

The total fees of \$375 due on the following date: September 14th, 2022.

Payments should be payable and delivered to Airbnb Host Cape Cod Villa through AIRBNB PLATFORM.

### **ARTICLE 4 - RESPONSIBILITIES OF RENTER:**

Renter will be responsible for all costs and expenses incurred in connection with the Event taking place at the Venue. Such costs and expenses include food and service expenses if any. If any alcohol is to be served, sold, or brought onto the premises, a separate agreement is required.

All caterers or catering organization must be approved in writing, in advance, by Host.

If there are to be additional sellers of goods or booths set up within the Event, a separate agreement is required.

### **ARTICLE 5 - EVENT SETUP:**

Set-up and tear-down of any of the equipment owned by Host, provided at the Venue, will be done before and after the event by employees of the Venue.

No tape, nails, nail guns, glue, or any other form of adhesive or tools are to be used anywhere on the premises.

Candles and other fire-related goods are not permitted.

Any additional items brought by the Renter, such as chairs, tables, stages, decoration, etc., must be approved by the Host at least the following amount of time before the event: 1 day.

Upon completion of the event, Renter will return all keys and other tangible items belonging to the Host. **NA**

#### **ARTICLE 6 - CONDITION OF PREMISES:**

Renter agrees and acknowledges that the Premises are in good repair and well maintained.

Renter agrees to be held liable for any damage to the Venue outside of what is considered "normal wear and tear." Any aesthetic, electrical, structural, or mechanical damages caused by the Renter, the Renter's staff, Renter's guests, Renter's affiliates, or invited staff will be the sole responsibility of the Renter to pay, in full, to the Venue. Damages will be assessed by an independent contractor appointed by the Venue and Renter agrees to pay the amount quoted by the contractor for any repairs.

#### **ARTICLE 7 - EVENT GUESTS:**

The amount of guests is not to exceed the following maximum: 16.

If the number of guests changes from the initial assessment in this Agreement, the Renter must inform the Venue at least the following amount of time before the event: 1.

#### **ARTICLE 8 - SUBSTANCE POLICIES:**

The use of any illegal narcotics or unauthorized controlled substances on the premises of the Venue is expressly prohibited by the Venue and applicable law. Failure to ensure that the Venue is kept as a drug-free location, due to the Renter's negligence or disregard, is subject to legal action by the Venue and applicable local, state, and federal courts.

Smoking of tobacco products is strictly prohibited inside Cape Cod Villa.

#### **ARTICLE 9 - SECURITY:**

Renter, through Renter's own employees or contractor, will provide security for the Event. **NA**

## **ARTICLE 10 - WAIVER AND RELEASE:**

Renter hereby waives any and all rights to any legal claims or actions against Host and releases and discharges Host and Host's heirs, assigns, successors, officers, employees, agents, executors, partners, administrators or any other legal representatives along with anyone claiming through them (hereinafter, collectively, the "Released Parties"), in their individual capacity or in their business capacities, of all claims, causes of actions, liabilities, disputes, demands, damages, agreements, contracts, obligations, promises, debts, and/or accounts of any kind or any nature, whether currently known or unknown, for any damage, loss, or injury of or relating to the rental of the Venue, which Renter has or ever had or may have in the future against Host or any of the Released Parties.

## **ARTICLE 11 - TERMINATION:**

This Agreement may be immediately terminated in the event that there is a breach of any of the terms contained herein. This Agreement will also immediately terminate upon the death of the Renter, the inability of either party to perform the services because of a sudden and medically-documented physical or mental disability, the liquidation, dissolution or discontinuance of the operation of the Venue by the Host in any manner, or the filing of any petition by the Host or Renter under federal or state bankruptcy or insolvency laws.

Host reserves the right to terminate this Agreement for any reason and at any time. Host also reserves the right to refuse entry to Renter's guests, staff, or affiliates if suspected of any suspicious or illegal activity. Host may also terminate this Agreement if the Renter or any of Renter's affiliates violates any of the terms of this Agreement in any way.

## **ARTICLE 12 - NOTICES:**

All notices, requests, consents, claims, demands, waivers and other communications made hereunder (each termed a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All Notices may be delivered by email or at the address which the Parties may designate to each other, through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

Current email addresses for the parties are as follows:

Host Email: [info@capecodvilla.com](mailto:info@capecodvilla.com)

Renter Email: \_\_\_\_\_

**ARTICLE 13 - INDEMNIFICATION:**

Renter agrees to defend and indemnify Host and any of its affiliates and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Renter, Renter's affiliates, guests, or employees, the use or misuse of the Venue and any services therein, Renter's breach of this agreement, or the conduct or actions of any of Renter's affiliates, guests, and employees. Renter agrees that Host shall be able to select its own legal counsel and may participate in its own defense if so desired.

**ARTICLE 14 - ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding between Host and Renter with respect to any and all use of the Venue. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of the activities or facilities

**ARTICLE 15 - SEVERABILITY:**

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent jurisdiction, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force and effect.

**ARTICLE 16 - GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the internal laws of Massachusetts without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county for any legal suit, action, or proceeding arising out of or based upon this Agreement: Harwich.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

---

Renter Name

---

Renter Signature

---

Host Name

---

Host Signature