



**Patton Homestead  
Town of Hamilton**  
650 Asbury Street  
Hamilton, Massachusetts 01982  
978-626-0020

### **FUNCTION RENTAL AGREEMENT**

The Town of Hamilton, acting through its Town Manager, and \_\_\_\_\_  
\_\_\_\_\_ the Applicant (“Applicant”) hereby enter into this  
agreement on this date of \_\_\_\_\_ for the Applicant’s use of the facility known as  
Patton Homestead, 650 Asbury Street, Hamilton, MA 01982 (hereinafter referred to as the “Homestead”)  
for the following described event: \_\_\_\_\_ (the “Event”) to take place on  
\_\_\_\_\_ (“Event Date”) during the hours of \_\_\_\_\_AM/PM to \_\_\_\_\_AM/PM.

The Applicant has one week (seven days) to return the signed Agreement along with the deposit to secure the Event Date. If the Applicant fails to return the signed contract with the required deposit the date will be released after one week from the contract date unless other written arrangements have been made with the Town Manager or Patton Homestead Director (“Director”).

### **TERMS OF THE AGREEMENT**

1. The Applicant will use the Homestead on the date(s) and hours noted below. The rental fee is for the duration of setup, the Event, and breakdown and cleanup. The Homestead and/or grounds will not be rented for less than four hours unless otherwise arranged with the Director. This Rental Agreement and Applicant’s rental and use of the premises is subject to the Patton Homestead Rules & Information; a copy is attached.
2. The Applicant shall be responsible for the setup, breakdown, cleanup, and removal of all rental and catering equipment, supplies, furniture, waste material and decorations within the rental time hours.
3. The Town is not responsible for any property left behind after the Event; unless prior arrangements are made with the Director; items must be removed on the day of the Event. See Section 9 HOLD HARMLESS CLAUSE.
4. The Town reserves the right to stop or shut down the Event at any time for failure to comply with the terms of this Agreement.
5. **PROHIBITED:**
  - a. The Homestead is a smoke free venue.
  - b. Nothing may be affixed to or installed in or on the interior or exterior of the Homestead or its grounds without prior written approval from the Director.
  - c. Any special electrical requirements must be approved by the Director.
  - d. Climbing on trees and structures is prohibited.
  - e. Children are to be supervised by a designated adult or parents of the child. At least 1 adult per 4 children ratio is required.
6. **PERMITS:**

The Applicant shall be responsible for obtaining all necessary State and Local licenses and permits, and complying with all applicable laws and rules governing the use of the Homestead and the service of food and beverages in such use. This includes but is not limited to the following permits as applicable. Any alcohol consumed on the premises must be served by a TIPS certified bartender. The Applicant must provide evidence of all bartenders’ certification prior to the Event Date. **All consumption of alcohol must comply with the requirements of Chapter 138 of the**

**General Laws of the Commonwealth of Massachusetts, the regulations of the Alcoholic Beverages Control Commission, and the regulations and requirements of the Board of Selectmen. No self-service of alcohol is allowed. The Town reserves the right to shut down the service of alcohol during the Event at its sole discretion.**

- a. **Food:** the appropriate permit must be applied for at least 30 days prior to the Event Date through the Health Department at Hamilton Town Hall, 577 Bay Road; 978-468-5579.

**7. VENDORS:**

- a. The Applicant, prior to hiring or paying a deposit to any vendor, shall obtain the approval of the Director. The Town reserves the right to refuse to permit a vendor to work at the Homestead.
- b. The Applicant is responsible for the vendor's adherence to the regulations and requirements for use of the Homestead. Any violation of such regulations or requirements by the vendor shall be considered as a violation by the Applicant.
- c. The Applicant shall be responsible for the conduct of all persons present at the event including guests, and vendors.
- d. Service of food at public events requires a professional caterer and food permit from the Board of Health. Home prepared food is only permitted for closed invitation events. See Appendix A for more information.

**8. PARKING & DELIVERIES:**

- a. The Applicant and guests must park only in designated areas on the grounds.
- b. No parking is allowed in any FIRE LANE, nor in the following areas: \_\_\_\_\_.
- c. Deliveries shall be made on the Event Date, no earlier than one hour prior to the start time, unless prior arrangements are made with the Director. *All deliveries must be through the entrance located at \_\_\_\_\_.*

**9. HOLD HARMLESS CLAUSE:**

- a. The Applicant shall indemnify, defend, and hold the Town and its officers, employees and agents harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorneys' fees, arising out of the Applicant's use of the Homestead, breach of this Agreement, or the negligence or misconduct of the Applicant, or the Applicant's guests, agents, employees or contractors.
- b. The Applicant shall be liable for and agrees to reimburse the Town for any loss or damage to the Homestead, its contents and grounds caused by the Applicant or the Applicant's guests, agents, employees or contractors.
- c. The Town assumes no responsibility or liability and expressly disclaims any liability or responsibility for any damage to or loss of personal property belonging to the Applicant, of the Applicant's guests, agents, employees or contractors.
- d. If for any reason the Homestead is not in usable condition on the Event Date, the Town shall refund to the Applicant all amounts paid. Such payment shall relieve the Town of any and all liability to the Applicant.

**10. CANCELLATION CLAUSE:**

- a. If the Event is canceled less than six months prior to the Event Date the deposit will not be refunded unless the Homestead is rented to another party for that date. If the Event is cancelled within ten days of the Agreement date, the deposit will be returned to the Applicant.
- b. All cancellations must be in writing.

**11. CAPACITY:**

- a. The maximum permitted occupancy of the Homestead is \_\_\_\_ persons.

**12. INSURANCE:**

- a. The Applicant is responsible for obtaining the following insurance prior to the Event: comprehensive general liability coverage in the amount of at least \$1,000,000 per occurrence, \$3,000,000 aggregate; other: \_\_\_\_\_.

- b. All required insurance policies shall name the Town of Hamilton as additional insured and Applicant shall be required to provide 30 days' written notice of any cancellation, termination or modification of such policies.

**13. FEES & PAYMENT POLICIES:**

The Applicant agrees to pay the Town the following:

- a. **Homestead RENTAL** – In the amount(s) specified in the Patton Homestead Facilities & Rental Fees; a copy is attached.
- b. **DEPOSIT** - 50% of the estimated rental is required to secure the date upon the signing of this Agreement. The balance is due thirty (30) days prior to the Event Date. **If the balance is not paid, the Event will be cancelled.** Overcharges will be billed after the Event and due upon receipt of the invoice. Checks should be made payable to Town of Hamilton. Payment by MasterCard or Visa will also be accepted.
- c. **SECURITY DEPOSIT** - a separate security deposit of \$500 is due at signing of this Agreement. The security deposit will be returned provided there is no damage to the Homestead or its grounds as a result of the Event.
- d. **DAMAGE** - After the Event has ended the Director or Patton Homestead staff will inspect the Homestead and the areas of the grounds used for the Event. If damage has occurred, it will be noted and written notice will be provided to the Applicant.
- e. **SECURITY** – The Director at his/her sole discretion, may mandate that security, such as but not limited to a Police detail, be assigned to the Event. Any associated fee will be the responsibility of the Applicant.

**EVENT NAME:**

**EVENT DATE:**

**EVENT START TIME:**

**EVENT END TIME:**

**APPLICANT CONTACT NAME:**

**CONTACT PHONE:**

**CONTACT EMAIL:**

**BILLING INFORMATION:**

**APPLICANT SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Printed name and title:** \_\_\_\_\_

**TOWN OF HAMILTON:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Name:** \_\_\_\_\_, **Town Manager**

**PATTON HOMESTEAD  
Facilities & Rental Fees**

**Patton Homestead Facilities Available for Use:**

- Grounds: rose garden, back fields, patio
- Stables: carriage bay, horse stalls Available: May – October, Capacity: 100
- House: three rooms on first floor Available: Year Round, Capacity: 49

**Categories of Rental Fees:**

| <u>Day of the Week</u>                      | <u>Fee for Stable</u> | <u>Fee for Grounds</u> | <u>Fee for Interior</u> |
|---|-----------------------|------------------------|-------------------------|
| Monday - Thursday                           | \$250/hr              | \$250/hr               | \$75/hr                 |
| Friday                                      | \$250/hr              | \$250/hr               | \$125/hr                |
| Saturday, Sunday, Holiday                   | \$350/hr              | \$350/hr               | \$125/hr                |
| Ceremony Only                               | \$125/hr              | \$125/hr               | \$100/hr                |
| Local Nonprofit, Hamilton Resident, Veteran | 10% Discount          | 10% Discount           | 10% Discount            |
| <b>Total Hours in each Category</b>         |                       |                        |                         |

|                         |  |
|-------------------------|--|
| <b>Total Rental Fee</b> |  |
|-------------------------|--|

|                |         |      |
|----------------|---------|------|
| <b>Deposit</b> | Amount: | Due: |
| <b>Balance</b> | Amount: | Due: |

**Other fees** will apply for specific preparation charges, post event cleanup charges, and access to Patton Archives with Wenham Museum. Renter may also have other event charges such as police details or alcohol permits. See appendices for details.

## **PATTON HOMESTEAD Rules & Information**

### **Use of Facilities**

1. The Patton Homestead is a site-only facility and does not provide professional planning services or “day of event” coordination.
2. The term of the rental includes set-up, clean-up, and event duration<sup>1</sup>. The rental party and their guests must depart from the Patton Homestead property at the expiration of the rental period. In the event the rental party or their guests exceed the rental period, then the rental party shall be liable to the Town for the hourly rate for each additional hour they are on the property. All such additional rental costs shall be paid by the rental party within five (5) days of receipt of an invoice from the Town.  

For ceremonies taking place at the Patton Homestead, a one (1) hour rehearsal may be scheduled at no additional charge if the time requested is available. All rehearsals must be scheduled in advance with the Town and are subject to change by the Town.
3. Renter and/or caterer are responsible for any tent, chairs, tables, dishes, glassware, utensils, linens, audio/visual equipment, and settings that are necessary for the scheduled event. Complete checklist to be reviewed per event. Renter to leave property broom clean (interior) or free of trash and furniture (grounds) by end of rental time.<sup>2</sup>
4. For rentals taking place outside normal business hours, keys to the house and/or stables must be picked up from the Patton Homestead director’s office by the rental party or approved caterer the week prior to the event, between 9am and 5pm Monday through Thursday or between 9am and 1pm Friday. At that time, the renter or vender picking up the key will do a walk-through with Patton Homestead staff. The rental party or caterer who signs for the keys takes responsibility for their proper use and return. At the conclusion of the event, the building(s) must be secured, all windows and doors closed and locked, and the key deposited inside the drop box. If the key is not deposited into the drop box at the conclusion of the event, the signer will be liable to the Town for the \$50 replacement fee.

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<sup>1</sup> Exceptions for early set up or late clean-up for large items, such as tents, can be made on a case by case basis with prior approval.

<sup>2</sup> Exceptions for morning clean-up after evening events can be made on a case by case basis with prior approval.

5. A \$500 deposit is required at the time of the rental agreement signing, in the event that the rooms or grounds require cleaning and/or repairs. The deposit will be returned to the renter upon inspection of the premises by the Director.
6. Photography is not permitted of the Wenham Museum's Patton Family Archives.
7. Windows and doors should remain closed and the heat setting is not to be adjusted by the renter.
8. The following is NOT permitted in any event:
  1. Open flames, including candles, lanterns, sparkler or fireworks inside or on the grounds.
  2. Confetti, rice, glitter, rose petals, and the like are not permitted to be discharged or thrown on the Patton Homestead premises or property by the rental party and their vendors, including disc jockeys, musicians, and event guests.
  3. Smoking in or on any part of the Patton Homestead buildings or grounds.
  4. Fog machines
  5. Amplified music before 7am or after 9pm, per the Town of Hamilton By-Laws.
9. The rental party may decorate the rented space; however all decorating must be scheduled in advance with the Town. Materials which may be harmful to the historic Patton Homestead are NOT permitted, including but not limited to, metal wire, floral wire and tape, nails, staples, glue, pushpins and tacks. Ribbon and 3M™ nonstick adhesive maybe be used. All decorations must be removed immediately following the event.
10. The area is to be left in the condition you found it. All trash must be taken with you.
11. There is no public phone in the Patton Homestead.
12. The artwork hanging on the walls of the Patton Homestead are NOT to be touched, moved, or handled in any way by the renter, vendors, events guests, or anyone else associated with the event. If the staff determines that the size or nature of the event to be held inside the house will require the removal of artifacts from display, a fee of \$50 per hour will be charged to the rental party for the work of de-installing and reinstalling the display.
13. Event parking is available in the lower (south) lot at the Patton Homestead. The upper (north) lot is reserved for handicap parking.

The lower lot can accommodate 42 cars on the gravel and the upper lot can hold 7 cars. For events expecting to exceed the available parking, the renter is required to find alternative off-site parking and/or transportation for guests. Parking is NOT permitted along Asbury Street or on the grass of the Patton Homestead.<sup>3</sup>

### **Vendors & Service Personnel**

14. Food served at public events must come from a licensed and insured caterer or temporary food vendor. Paperwork is due to the Health Department 30 days prior to the event. See Appendix A for further information on Food.
15. Caterers must be approved by the Town of Hamilton. Caterers must provide all required documentation and sign off on the Catering Rules for the Patton Homestead (see Appendix A).
16. The caterer is responsible for providing TIPS certified bartenders and serving all alcoholic beverages. Self-service of alcohol by the rental party or event guests is not permitted anywhere on the property. All bars must be staffed at all times throughout the event.
17. The bartenders have the responsibility and right to ask for proper identification for individuals who may appear to be under twenty-one (21) years of age and refuse service to any persons who, in their opinion, appear to be intoxicated. Service of all alcoholic beverages shall cease thirty (30) minutes prior to the end of the event, or may be closed earlier should the caterer or the Town deem it appropriate or necessary.
18. Bartenders shall follow the Hamilton Alcohol Licensing Policy Rules and Regulations. (See Appendix A)
19. Delivery and retrieval of alcohol and rental items prior to the event must be scheduled with the Town in advance.
20. The Town reserves the right to approve all outside vendors including, without limitations, bartending companies and staffing agencies. The Rental Party shall supply the Town with a list of vendors with cell phone numbers.

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<sup>3</sup> Exceptions can be made on a case by case basis with prior approval.

### **The Rental Party**

21. The rental party is responsible for informing all vendors of the Patton Homestead rules. All deliveries, pick-up, and decorating which occur prior to the event must be scheduled with the Town in advance.
22. The rental party is responsible for the conduct of event guests, vendors, and all persons associated with the event and their activities at the Patton Homestead. The Town shall not be responsible for any personal injury of any kind suffered by the rental party, event guests, or vendors unless the same is caused by gross negligence of the Town, its agents, or employees.
23. The rental party shall be liable for any damage to the Patton Homestead premises or property (other than normal wear and tear) caused by the rental party, event guests, vendors, or any persons associated with the event. Reimbursement for any and all such damages will be paid within five (5) days of receipt of an invoice detailing the nature of the damage and the cost of its repair or replacement.



## Appendix A: Food

Food Permit Flow Chart:  
Do I need a permit for my event?

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Caterer's Notification Form

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Temporary Food Application

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Temporary Food Event Coordinator Checklist

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Application for One-Day Liquor License

## Appendix B: Police Details

Events with 100 or more guests are required to pay for a police detail. The Patton Homestead director will arrange for the detail if the anticipated guest number will be over 100. The cost of the detail will be added to the final bill.

## Appendix C: Patton Family Archives

The Patton Family Archives, located at the Patton Homestead are managed by the Wenham Museum. Unless prearranged, the Patton Family Archives will not be open during private rentals. Access to the collection (through tours or study) must be arranged separately through the Wenham Museum. Visit <https://www.wenhammuseum.org/pattontours/> or call (978) 468-2377, ext. 113 for more information.