



EL MERCADO RENTAL AGREEMENT AND POLICY

This is a rental agreement to hire The Event Hall located at 413 Main Street, Holyoke, Mass.. This agreement is binding between Event Hall ("The Hall") and the Renting Person/Group ("Renters"). In consideration of the mutual promises and covenants set forth herein, the Parties do agree as follows:

Nueva Esperanza, Inc. (licensor) hereby grants to the individual or entity named below (hereinafter referred to as the "Licensee") a limited license to use the premises located at 413 Main Street, Holyoke, Mass. (hereinafter referred to as "Event Hall," "The Hall," or "the premises"), during the date(s) and times(s) set forth below.

EVENT INFORMATION

EVENT NAME: _____

EVENT DATE: ____/____/____

START TIME OF EVENT: _____AM/PM

END TIME OF EVENT: **11:30PM** (see specifics for time charges on end time below)

NOTE: ALCOHOL IS NOT PERMITTED ON THE PREMISES.

NUMBER OF EXPECTED GUESTS: _____

NAME: _____

ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

HOME PHONE NUMBER: (_____) _____

CELL PHONE NUMBER: (_____) _____

E-MAIL ADDRESS: _____@_____

REFERRED BY: _____

(PLEASE COPY & ATTACH STATE ID/DRIVER'S LICENSE)

	<u>PRICES</u>	<u>DEPOSIT</u>	<u>TOTAL</u>
○ FRIDAY & SATURDAY	\$500.00	\$100.00 _(REFUNDABLE)	\$600.00
○ SUNDAY	\$300.00	\$100.00 _(REFUNDABLE)	\$400.00
○ MONDAY –THURSDAY	\$200.00	\$100.00 _(REFUNDABLE)	\$300.00
○ BOARD& STAFF	\$200.00	NONE	\$200.00
○ NUEVA ESPERANZA EVENT	NO FEE	NO FEE	NO FEE
○ DECORATE A DAY BEFORE	\$150.00	\$100.00 _(NONREFUNDABLE)	\$250.00
○ OTHER			

DEPOSIT AMOUNT \$ _____ Date Paid ____/____/____ INT _____
 BALANCE DUE: \$ _____ PAID BY: CASH CHECK _____

ADDITIONAL PAYMENT: \$ _____ Date Paid ____/____/____ INT _____
 BALANCE DUE: \$ _____ PAID BY: CASH CHECK _____

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 BALANCE DUE: \$ _____ PAID BY: CASH CHECK _____

REFUNDED AMOUNT: \$ _____ DATE REFUNDED: ____/____/____
 FEES: _____
 TO: _____ FROM: _____

 SIGNATURE

 SIGNATURE

(PLEASE COPY & ATTACH RECEIPT)

_____ **RENTAL COST:** Full payment is required 2 weeks prior to date of event. If full payment has not been received by two weeks prior to the date of the event, then Nueva Esperanza, Inc. may cancel this agreement without notice.

_____ **DEPOSIT:** In addition to the rental fee, a \$100.00 REFUNDABLE DEPOSIT is required. The Hall will need to be returned in the same conditions it was given to you. Failure to do so will result in losing your deposit. If for any reason you cancel event your deposit will be forfeit & nonrefundable.

_____ **MAXIMUM CAPACITY:** There shall be no more than ninety (90) people permitted in the hall at one time.

_____ **HALL KEY:** The hall key will **NOT** be given out to renters. A Nueva Esperanza staff member will be at the hall to open and close facility.

_____ **RENTAL TIME:** The Renters AGREE that to end their event at 11:30pm and have The Hall clean and ready to be closed and locked up by 12:00am. A representative of Nueva Esperanza, Inc. will enter Event Hall at 12:00am to lock up the facility and to check the cleanliness of the premises. If the premises is not vacant and ready to be closed and locked by 12:00am, then the Licensee agrees to pay **twenty-five (\$25.00) dollars** for every **fifteen (15) minutes** beyond 12:00am during which the premises is not vacant and ready to be locked. These fees will be deducted from you deposit.

_____ **DECORATION TIME:** The Renters will be allowed five (5) consecutive hours of time prior to the scheduled event, during which they can enter and decorate the hall. No decorating will be allowed between the hours of 10pm- 7am. If you want to decorate the day before it will be an additional \$250.00.

_____ **DECORATING: THE FOLLOWING IS ABSOLUTELY NOT ALLOWED!**

NO TAPE OR STAPLES allowed on the brick, walls, windows or window frames of the hall.

NO HANGING anything from the doors, windows, ceilings, columns or other vertical surfaces within the hall.

NO RICE, GLITTER, CONFETTI, OR OTHER SIMILAR MATERIAL of any kind in the hall or on the grounds outside of the hall.

NO CANDLES OR OPEN FLAMES of any kind are permitted.

NO SMOKING OR HOOKAH of any kind permitted.

If any of the rules above are violated it will result in the loss of your deposit.

_____ **TABLES AND CHAIRS:** will be provided by The Hall but it is limited to what we have in inventory.

_____ **OUTSIDE EQUIPMENT:** If the Licensee is bringing tables, chairs, other furniture or equipment of any kind and bringing it into the hall, Nueva Esperanza, Inc. must approve the equipment.

_____ **RENTERS RESPONSIBILITY**

NOISE & MUSIC- It is the responsibility of the Licensee to ensure the noise level at The Hall remains at a reasonable level at all times. This includes but is not limited to the volume of the music, audio/visual systems, and guests of the Licensee. If the Licensee shall fail to control the noise level in The Hall to such an extent that a public nuisance is created, then Nueva Esperanza reserves the right to terminate the license and close the premises immediately, and in such event, Licensee shall be entitled to no refund or other compensation for the early closing of The Hall.

CLEANING- The Licensee is responsible to leave The Hall as clean as it was when they first entered it. Therefore, they will have to sweep and mop the floor (as needed), take out all the decorations which they put up, remove all food items and trash from the kitchen area.

The cleanliness of the hall as specified in this agreement is also the responsibility of the Licensee. Failure to comply will result in losing your deposit.

TRASH REMOVAL- The Renters are responsible for removing ALL TRASH from the hall prior to vacating the premises. Renter understands that they must dump all trash only in Nueva dumpster. Located behind Nueva Esperanza Inc. may not dump in any other dumpster or leave it around the alleyway

DAMAGE TO PROPERTY- Licensee agrees to pay the cost of any damage to the premises, beyond normal wear and tear, caused by them or their guests. Nueva Esperanza may withhold from the security deposit its reasonable estimate of the cost to repair any such damage, although the liability of the Licensee shall not be limited to the amount of the security deposit. Licensee shall be responsible for damage to the premises and any fixtures or equipment on the premises, including but not limited to tables, chairs, kitchen equipment and bathrooms.

Representatives of Nueva Esperanza shall have the right to enter and inspect the premises at all times during which the Licensee or their guests are present.

During the term of this License Agreement the Licensee may have exclusive use of the facility during the specified time of the License, provided that nothing in this Agreement shall be construed to derogate from the provisions of the foregoing paragraph.

This Agreement is a binding contract between the Licensee and Nueva Esperanza, Inc., and it is governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

Licensee
Print Name: _____

_____ Date: _____
Signature

Nueva Esperanza, Inc.
Licensor
Print Name: _____

_____ Date: _____
Signature