



NUEVA ESPERANZA, INC.

Creation, Community, Culture

413 Main Street, Holyoke MA 01040 | Phone: (413)437-7666 | info@nuevaofholyokey.org

EL MERCADO HALL RENTAL AGREEMENT AND POLICY

Thank you so much for renting El Mercado Hall! We look forward to hosting your event at our premises and being part of your celebrations. Please read carefully the following agreement and policy.

This is a rental agreement to book El Mercado Hall located at 413 Main Street, Holyoke, MA 01040.

This agreement is binding between El Mercado Hall (“El Mercado”) and _____ (**name of renter**), 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” or “Renters”) a limited license stated in the agreement below to use of the premises located at 413 Main Street, Holyoke, MA 01040. (hereinafter referred to as “El Mercado” or “the premises”), during the date(s) and times(s) set forth below.

EVENT/CONTACT INFORMATION

EVENT DATE: _____, _____ / _____ / _____
(day of week) (month) (day) (year)

TYPE OF EVENT: _____

NAME: _____

ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

PHONE NUMBER: (_____) _____

E-MAIL ADDRESS (REQUIRED): _____@_____

HOW DID YOU HEAR ABOUT US?: _____

<p>FOR OFFICE USE ONLY:</p> <p><input type="checkbox"/> Copy of State Driver’s License or ID _____ (Staff Initials & Date)</p>
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EL MERCADO HALL RENTAL RULES

- Renters are only allowed to enter the hall at 9:00am of the day of the event and need to leave the Renters AGREE to end their event at 11:30pm. _____ (Renter's Initials)
- ALCOHOL IS NOT PERMITTED ON THE PREMISES. _____ (Renter's Initials)
- NO LOITERING IN FRONT OF EL MERCADO - 413 MAIN STREET, HOLYOKE MA, 01040. _____ (Renter's Initials)
- Mercado doors must be closed at all times _____ (Renter's Initials)
- **MAXIMUM CAPACITY:** There shall be no more than ninety (90) people permitted in the hall at one time. _____ (Renter's Initials)
- **NO unplugging of equipment located in the hall including but not limited to refrigerator and security cameras. *If any security cameras are found unplugged during the end of event inspection, your total deposit will NOT be refunded.*** _____ (Renter's Initials)
- **DECORATING: THE FOLLOWING IS ABSOLUTELY NOT ALLOWED!**
 - NO TAPE OR STAPLES allowed on the brick, walls, windows or window frames of the hall. *If any tape or staples are found during our end of event inspection, \$25.00 will be deducted from the deposit* _____ (Renter's Initials)
 - NO HANGING anything from the doors, windows, ceilings, columns or other vertical surfaces within the hall. *If any fishlines, strings or any other item that is use to hang items, are found during our end of event inspection, \$25.00 will be deducted from the deposit.* _____ (Renter's Initials)
 - NO RICE, GLITTER, CONFETTI, OR OTHER SIMILAR MATERIAL of any kind in the hall or on the grounds outside of the hall. *If any rice, glitter, confetti or other similar material is found during the end of the event inspection, \$25.00 will be deducted from the deposit.* _____ (Renter's Initials)
 - NO CANDLES OR OPEN FLAMES of any kind are permitted.
 - **NO SMOKING!! NO VAPING!! HOOKAH of any kind permitted.**
 - NO FOG MACHINE ALLOWED.
 - NO BOUNCE HOUSES
 - *If any candles, open flames, smoking, hookah, fog or bounce houses are found and/or evidence that these were in the hall, the full deposit will not be refunded and the renters will not be allowed to rent again at El Mercado.* _____ (Renter's Initials)
- **TABLES AND CHAIRS:** will be provided by El Mercado but it is limited to what we have in inventory. **PLEASE DO NOT CLOSE TABLES AFTER YOUR EVENT.** _____ (Renter's Initials)
- **INDUSTRIAL REFRIGERATOR:** Renters are allowed to use the industrial refrigerators located in the back side of the hall, near the bathrooms for any refreshments or food. Renters need to make sure the refrigerator is clean and no food, or drinks are left after their event. _____ (Renter's Initials)
- **OUTSIDE EQUIPMENT:** If the Licensee is bringing tables, chairs, other furniture or equipment of any kind and bringing it into the El Mercado, Nueva Esperanza, Inc. must approve the equipment. _____ (Renter's Initials)
- **NOISE & MUSIC:** It is the responsibility of the Licensee to ensure the **noise level at El Mercado 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 El Mercado 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 El Mercado. _____ (Renter's Initials)

- Representatives of Nueva Esperanza shall have the right to enter and inspect the premises at any times during which the Licensee or their guests are present. _____ **(Renter's Initials)**

AFTER YOUR EVENT

- **The Renters AGREE that to end their event at 11:30pm** and have El Mercado **CLEAN AND EMPTY**, ready to be closed and locked up by 12:00am. _____ **(Renter's Initials)**
- The Renter is responsible for leaving El Mercado 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, empty the refrigerator and trash. Failure to comply will result in losing your deposit. _____ **(Renter's Initials)**
- The Renters are **responsible for removing ALL TRASH from the El Mercado prior to vacating the premises.** Renter understands that they must dump all trash only in Nueva Esperanza's dumpster. Located behind Nueva Esperanza Inc. 401 Main Street, Holyoke MA 01040, you may not dump in any other dumpster or leave it around the alleyway. _____ **(Renter's Initials)**
- **If ALL TRASH is not removed from the hall, there will be a \$100 deduction from your deposit.** _____ **(Renter's Initials)**
- A representative of Nueva Esperanza, Inc. may enter El Mercado at 12:00am to inspect the facility. _____ **(Renter's Initials)**
- **The inspection consists of checking to see if trash was removed, any damages, and cleanliness of the premises and to make sure that nothing is left behind or any of the rules have been violated.** 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. Renters may not return to the hall after midnight or days following. These fees will be deducted from your deposit. _____ **(Renter's Initials)**

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

AGREEMENT & POLICY

- **DEPOSIT:** In addition to the rental cost, a **\$300.00 REFUNDABLE DEPOSIT** is required. If for any reason you violate any of the rules on this contract it will result in losing your deposit. _____ **(Renter's Initials)**
- **PAYMENT: Full payment is required 2 weeks prior to the date of the event.** If full payment has not been received two weeks prior to the date of the event, then Nueva Esperanza, Inc. may cancel this agreement without notice and will result in the loss of deposit. _____ **(Renter's Initials)**
- **CANCELLATIONS: If for any reason you cancel an event your deposit will be forfeit & nonrefundable.**
 - **If for any reason you decide to change the date within 2 weeks of your event your deposit will be forfeit & nonrefundable and will be required to give a new deposit for the new date.** _____ **(Renter's Initials)**
 - **If you decide to change the event date 2 weeks prior to your scheduled event it will be allowed at no charge. This Policy ONLY applies to COVID-19 related illnesses.** _____ **(Renter's Initials)**
 - This one time change does not include a refund of the deposit or payment, it is just a change of date of the similar rate. (Example: If you book your event for a Saturday, and if you or your immediate family tested positive from COVID-19, you can reschedule your event for another Saturday, no other day of the week is allowed). _____ **(Renter's Initials)**
 - **Nueva Esperanza Inc. has the right to cancel any event within 2 week notice to renters and the deposit and any other payment made will be refunded.** _____ **(Renter's Initials)**

- **COVID-19 Cancellation:** If the renter or any immediate family member tested positive for COVID-19, Nueva Esperanza, Inc will allow a one time change of the event date. *The renter must provide a copy of the positive test and a plan on how to NOT spread COVID during their event.* _____ **(Renter's Initials)**
- **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, Inc 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 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, art, kitchen equipment and bathrooms. _____ **(Renter's Initials)**
- **PERSONAL INJURY; LOSS OR DAMAGE OF PERSONAL PROPERTY:** Licensee agrees that all personal property brought onto the premises by the licensee or the licensee's agents or guests shall be kept and used at the sole risk of the owner of such property. Nueva Esperanza, Inc shall not be liable to the licensee or any other person for damage to or loss of property which may be lost, stolen, or damaged or destroyed by fire, water, or by any other cause whatsoever while on the licensed premises, unless such a loss or damage is caused by the negligence of Nueva Esperanza, Inc. Nueva Esperanza, Inc shall not be liable to the licensee for any personal injury which occurs on the licensed premises, unless caused by the negligence of Nueva Esperanza, Inc. The licensee agrees to indemnify and hold Nueva Esperanza, Inc. and it's agents and employees harmless from all liability arising from any nuisance made or suffered on the premises by the licensee or the licensee's agents or guests, or arising out of any negligence or improper conduct of the licensee or of the licensee's agents or guests. _____ **(Renter's Initials)**

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

Signature

Date

Nueva Esperanza, Inc. Licensors Licensees

Print Name

Signature

Date

PAYMENT INFORMATION

RENTAL DATE: _____ DISCOUNT: _____

PRICE: \$ _____ DEPOSIT AMOUNT: \$ _____ RENTAL TOTAL: \$ _____

NOTES: _____

(REQUIRED) DEPOSIT AMOUNT: \$ _____ DATE PAID: _____ / _____ / _____

PAID BY: CASH/ CHECK # _____ REMAINING BALANCE: \$ _____

STAFF INITIALS: _____

RENTAL PAYMENT #1: AMOUNT: \$ _____ DATE PAID: _____ / _____ / _____

PAID BY: CASH/ CHECK # _____ REMAINING BALANCE: \$ _____

STAFF INITIALS: _____

RENTAL PAYMENT #2: AMOUNT: \$ _____ DATE PAID: _____ / _____ / _____

PAID BY: CASH/ CHECK # _____ REMAINING BALANCE: \$ _____

STAFF INITIALS: _____

RENTAL PAYMENT #3: AMOUNT: \$ _____ DATE PAID: _____ / _____ / _____

PAID BY: CASH/ CHECK # _____ REMAINING BALANCE: \$ _____

STAFF INITIALS: _____

FOR OFFICE USE ONLY

REFUNDED AMOUNT: \$ _____ LOSS OF DEPOSIT/FEEs: _____

REFUNDED IN/ BY: CASH/CHECK # _____ DATE REFUNDED: _____ / _____ / _____

LOSS OF DEPOSIT REASON: _____

CLIENT SIGNATURE: _____ DATE: _____

STAFF SIGNATURE: _____ DATE: _____

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