

**FISHERMAN'S WATCH CONDOMINIUM  
RENTAL AGREEMENT. WAIVER AGREEMENT AND RELEASE  
FOR USE OF THE CLUBROOM TO HOLD A PRIVATE FUNCTION**

NOTE: This form is required to be completed and returned **at least 14 days prior** to the requested rental date. Complete the form and send the filled-in and signed form along with a rental fee check for \$250 made out to Fisherman's Watch Condominium to: American Properties Team, ATT: Diana Ghiura, 500 West Cummings Park, Suite 6050, Woburn, MA 01801.

Unit Owner/Renter Name (Kindly Print): \_\_\_\_\_

Rental Date for Exclusive Use: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

In consideration for permission to use the common area and/ or the clubhouse and hold a private function in the clubroom at the Fisherman's Watch Condominium (the "Clubroom"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby agrees to the following:

1. The Clubroom may only be reserved by residents of the Condominium. The undersigned resident(s) (hereinafter, the "Renter") understands, accepts and assumes all risks attendant to the function being held in the Clubroom (the "Function").
2. The Renter agrees that the Function and use of the Clubroom shall be conditioned on and subject to this document as well as the Fisherman's Watch Condominium Documents, including the Master Deed, Declaration of Trust and Rules and Regulations as promulgated from time to time. The Board of Trustees reserves the right to modify the Rules and Regulations with regard to Clubroom use from time to time.
3. The Renter must be present for the entire event and be the primary host. Such events may not exceed 5 hours. *A Unit's residents shall not be permitted to reserve the Clubroom greater than once in any thirty (30) day period or six (6) times in any twelve (12) month period.*
4. The Clubroom's maximum occupancy for any Function shall be limited to twenty (20) people, which includes any staff, caterers, or other hired personnel.
5. The Trustees of the Fisherman's Watch Condominium Trust reserve the right to block certain dates for rental of the Clubroom in its sole discretion and for any reason. **In particular, the Clubroom cannot be reserved for July 3<sup>rd</sup>, July 4<sup>th</sup>, Thanksgiving Day or Evening, December 24<sup>th</sup>, 25<sup>th</sup>, December 31<sup>st</sup> or January 1<sup>st</sup>.**

6. A fee of \$250.00 shall be paid by the Renter as part of the Clubroom reservation process. No Function may be held if the fee is unpaid, and the Trustees may revoke the permission to hold a Function if they have not received payment for the fee.
7. The Renter agrees and is wholly responsible for ensuring that all in attendance at such Function adhere to all building, local, state and federal health and safety protocols.
8. Any stains or messes created during the function shall be immediately reported to the property management staff at the conclusion of the Function so that the Trustees' cleaner can pay special attention to those items while cleaning the Clubroom.
9. Renters must ensure that all trash and food brought into the Clubroom is removed from the Clubroom at the conclusion of the Function. Renters must ensure that all personal items are removed from the Clubroom at the conclusion of the Function. The Trustees of the Fisherman's Watch Condominium Trust, the Fisherman's Watch Condominium Trust, the unit owners of the Fisherman's Watch Condominium and/or the agents, servants, employees, and attorneys thereof and its management company, its agents, servants, employees, and attorneys shall have no responsibility for any personal items left in the Clubroom by the Renter or Function attendees.
10. In recognition of the permission to hold the Function, the Renter hereby knowingly and voluntarily waives any right or cause of action of any kind whatsoever arising as a result of such activity from which any liability may or could accrue to the Trustees of the Fisherman's Watch Condominium Trust, the Fisherman's Watch Condominium Trust, the other unit owners of the Fisherman's Watch Condominium and/or the agents, servants, employees, and attorneys thereof and its management company, its agents, servants, employees, and attorneys.
11. By the execution hereof, the Renter hereby releases the Trustees of the Fisherman's Watch Condominium Trust, the Fisherman's Watch Condominium Trust, the unit owners of the Fisherman's Watch Condominium and/or the agents, servants, employees, and attorneys thereof and its management company, its agents, servants, employees, and attorneys from any and all liability for any claims, demands injuries, damages, actions or causes of action arising out of or connected in any manner with the Function. The Renter further agrees to defend, indemnify and release the Trustees of the Fisherman's Watch Condominium Trust, the Fisherman's Watch Condominium Trust, the other unit owners of the Fisherman's Watch Condominium and/or the agents, servants, employees, and attorneys thereof and its management company, its agents, servants, employees, and attorneys and hold same to be harmless from any liability for any injury and/or damage sustained as a result of use of the property and holding of the Function.
12. The Renter understands and agrees that permission to hold a Function is not a right and permission to use the Clubroom is fully revocable at will by the Trustees of the Fisherman's Watch Condominium Trust, the present Board and/or any successor Board thereof and/or any agent thereof including but not limited to employees of its management company.

***(SIGNATURE PAGE FOLLOWS)***

The undersigned has read the foregoing and Rules and Regulations from the Declaration of Trust and understands the provisions thereof and agrees to same.

Date requesting exclusive use of the Clubroom: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

***Renter Information and Signature***

Unit Number: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

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

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (signature)

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

\_\_\_\_\_  
Name (print)

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***Notification of Action:***

Date Request for Exclusive Use Received: \_\_\_\_\_

☐ Approved      ☐ Not Approved

Date Decision Sent Back to Applicant: \_\_\_\_\_

Property Management Representative (Print): \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone: \_\_\_\_\_