



DINING HALL RENTAL AGREEMENT

This Dining Hall Rental Agreement (this “Agreement”) is made on the ___ day of , 2025 (the “Effective Date”), by and between Gloucester Country Club (“GCC”) and ** _____ ** (“Renter”), residing at ** _____ ** (the “Address”), for the rental of the dining hall located at GCC’s facility at 121 Wentworth Avenue, Harmony, RI (the “Premises”).

WITNESSETH:

WHEREAS, GCC is the owner of the Premises;

WHEREAS, Renter will use the Premises for _____, and no other purpose; and

WHEREAS, GCC wishes to rent the Premises to Renter on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, for themselves and their respective successors and permitted assigns, in consideration of the premises and the covenants hereinafter contained, and recitals above (which are incorporated by reference herein), the receipt and sufficiency of which are hereby acknowledged, do covenant and agree as follows:

1. Agreement; Term

GCC rents to Renter, and Renter accepts from GCC, the Premises, on the terms and conditions set forth herein, commencing at _____ [Time] on _____, 2025, and terminating at _____ [Time] on the same day, as provided herein.

2. Use of Premises

(a) Renter shall use and occupy the Premises solely for the purpose of _____. Renter shall comply with all applicable laws and regulations relating to Renter’s use of the Premises. Renter shall use the Premises in a careful, safe, and proper manner, leave the Premises in a clean and sanitary condition after use, and shall not commit or permit any nuisance or waste in or about the Premises.

(b) No pets or animals are permitted on the Premises or Property.

(c) No tobacco or vaping products, firearms, or drugs may be used or introduced onto the Premises. Smoking is strictly prohibited.

(d) Renter and their guests/invitees are restricted to the Dining Hall and may not enter other areas of the Property, including the lower floor of the clubhouse or golf course.

(e) Renter must abide by all rules and regulations set by GCC, at GCC’s sole discretion.

3. Rent

Renter shall pay a non-refundable rent of **\$400.00**, due upon execution of this Agreement. **TIME IS OF THE ESSENCE** with respect to all obligations herein.

4. Damage Deposit

Renter shall pay a **\$100.00 damage deposit** upon execution of this Agreement. This deposit ensures compliance with this Agreement, particularly Section 2. GCC may apply all or part of the deposit to cover any breach. The remaining balance, if any, will be returned within **thirty (30) days** after Renter's use of the Premises.

5. Board Approval

This Agreement is contingent upon approval by the **GCC Board of Governors**. If the Board does not approve, all payments will be refunded immediately.

6. Catering Right of First Refusal

The current kitchen manager has the right of first refusal for catered events. A finalized menu is required at least **30 days** before the event. If declined, Renter may hire their own caterer and must provide all necessary items (e.g., dishes, glassware, utensils). **Kitchen access is prohibited. Table linens are not provided** regardless of catering choice.

7. Renter Alterations

Renter may not make any alterations or changes to the Premises.

8. Sublease or Assignment

Renter may not sublease or assign this Agreement or any part thereof.

9. Representations and Warranties

The Premises are rented “**as is, where is, with all faults.**” GCC makes no warranties, express or implied, regarding the Premises except those set forth in this Agreement.

10. Indemnification

Renter agrees to indemnify and hold GCC harmless from all claims, liabilities, and expenses arising from:

- (i) Renter’s negligence or willful misconduct;
- (ii) any act or occurrence on the Premises, including personal injury or property damage due to Renter’s activities, except where caused by GCC’s gross negligence;
- (iii) any breach of this Agreement by Renter or its agents.

This obligation survives termination of this Agreement.

11. Access by GCC

GCC or its agents may enter the Premises at any time during Renter’s use.

12. Severability

If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Entire Agreement

This Agreement represents the entire agreement between the parties regarding the Premises. Any changes must be in writing and signed by both parties. This document does not constitute an offer unless executed by both parties.

14. Governing Law; Consent to Jurisdiction

This Agreement is governed by the laws of the **State of Rhode Island**, excluding its conflicts of laws principles. **Renter waives the right to a jury trial** in any dispute related to this Agreement.

15. Notices

All notices shall be in writing and sent to the addresses listed at the beginning of this Agreement or any address later designated in writing.

16. Attorney’s Fees and Costs

Renter shall reimburse GCC for reasonable attorney’s fees and costs incurred in enforcing this Agreement or collecting due payments.

17. Dispute Resolution

The parties agree to attempt amicable resolution of any disputes before initiating legal action.

18. Waivers

No waiver of a breach shall constitute a continuing waiver or a waiver of any subsequent breach. All rights remain enforceable unless expressly waived in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GCC:

By: _____

Its: _____

RENTER:

By: _____

CONTACT INFORMATION

Name: _____

Membership Number: _____

Address: _____

City/State/ZIP: _____

Email: _____

Cell Phone: _____

Once signed, Return this Agreement to John Higgins at higgj@cox.net