



COMMUNITY ROOM CONTRACT

Background:

Berkshire Bank Community Rooms were created to help the communities we serve by providing accessible, no-cost meeting space. Although the hours of the Community Rooms may vary by location, they are generally available Monday through Friday between the hours of 8:30 am and 4:00 pm and on weekends and after hours by appointment. Your local Berkshire Bank Representative can provide additional details.

Berkshire Bank's Community Room locations can be found at

<https://www.berkshirebank.com/about-us/our-company/community-rooms>

Reservation Policies:

1. A written application must be completed at least 2 weeks in advance.
2. For minor groups who wish to utilize a Community Room, an adult must file the application on their behalf and adequate adult supervision must be provided.
3. All events being held in a Community Room must end on time. This includes any time needed for cleanup and exiting of participants from the Community Room. If extra time is needed, you must contact a Berkshire Bank Representative. *Please note that extra time might not be possible in all cases because other members of the community may have booked the Community Room for the next time slot.*
4. Any damage to a Community Room and any Berkshire Bank property, including areas surrounding the Community Room, or any furniture, equipment, signage, or other contents of a Community Room, is the sole responsibility of the signer of the contract and any group or organization they represent (if applicable).
5. Notice of cancellation for all reservations must be made to a Berkshire Bank Representative 48 hours prior to the event time.
6. Maximum capacity of each of the Berkshire Bank Community Rooms are listed on our website <https://www.berkshirebank.com/about-us/our-company/community-rooms>.
7. The Company prohibits activities from taking place within its facilities that discriminate on the basis of race, color, religion, sex, age, national or ethnic origin, political affiliation, marital, domestic partnership or civil union status, sexual orientation, disability, veteran status, gender identity and/or expression, socio-economic status, or any characteristic, status, identity, or expression protected under federal, state or local law.
8. All activities must comply with Berkshire Company policies and not pose reputation risk to the institution, its clients, employees, or communities.
9. Berkshire Bank reserves the right to deny applications for the use of any Community Room, and/or cancel a reservation or contract which has been made, for any lawful reason at any time.



10. **THE INDIVIDUAL(S) SIGNING THIS CONTRACT AND THE GROUP OR ORGANIZATION THEY REPRESENT (IF APPLICABLE) AGREE(S) TO AND WILL ENSURE THAT ANYONE WHO ATTENDS ANY EVENTS HELD IN THE COMMUNITY ROOMS ABIDE BY ALL POLICIES, GUIDELINES AND CONDITIONS IN THIS DOCUMENT, ANY NOTICES POSTED IN OR AROUND ANY COMMUNITY ROOMS, AND ANY OTHER TERMS, CONDITIONS, RULES, OR GUIDELINES PROVIDED BY BERKSHIRE BANK IN ADVANCE.**

Guidelines and Conditions:

1. The maximum capacity for the Community Room being used for any event must not be exceeded.
2. No fee for admission may be charged for any event or function held in a Community Room.
3. Individuals, groups or organizations using a Community Room may be required to provide evidence of liability insurance coverage for their event or function in the form of a Certificate of Insurance naming Berkshire Bank ISAOA/ATIMA as an additional insured.
4. Individuals applying for use of a Community Room in their own name or on behalf of any group or organization may be subject to a background check in Berkshire Bank's sole discretion and by signing this document hereby consent to the same.
5. Items may be sold only with the advance permission/approval of Berkshire Bank, and no soliciting is allowed.
6. ***Smoking tobacco products, consumption of alcoholic beverages, and use of marijuana or illegal drugs are strictly prohibited on Berkshire Bank property, including in and around Community Rooms.***
7. ***Illegal activities under federal law or any state law (depending on where the Community Room is located) are strictly prohibited.***
8. The Community Room must be left in clean/neat condition, with all trash being placed in the trash bin.
9. Berkshire Bank is not responsible for equipment, supplies, exhibit materials or any other items owned by any individual or group that are brought in to be used in the Community Room.
10. The signer of this contract and any group or organization (if applicable) will be responsible for any damage to the Community Room equipment or premises. Any damage must be reported promptly to branch personnel who will arrange for professional repairs or cleaning, with all costs being the responsibility of the individual signing the contract and any group or organization (if applicable) they represent.
11. All decorations that need to be hung, taped, or affixed to the Community Room walls, doors, windows, floors or ceilings, need to be approved by branch personnel.
12. The volume of oral presentations, discussions, television or movie presentations, telephone or video conferences, or music in the Community Room during any event or function, must be controlled to an appropriate level that will not disturb customers of Berkshire Bank or any other tenants in the building.



13. The content of all video games, CD's, DVD's and other media to be shown, displayed or broadcast on any equipment in the Community Room is subject to the prior review and approval by Berkshire Bank, which may reject any such content and decline to show, present or broadcast same for any lawful reason, or no reason, in its sole and absolute discretion.
14. In all advertising and press releases regarding the event to be held at a Community Room, it must be made clear that the sponsoring individual or organization should be contacted directly (as opposed to Berkshire Bank) for information regarding the program, and the contact name and telephone number of the individual or organization must be provided to help avoid confusion.
15. **A statement of sponsorship must appear in all advertising and press releases using the following phrase: *This program is sponsored by (organization's name) and will be held in the Berkshire Bank Community room, (includes the location and address of the particular Community Room).***
16. In case of emergency, meeting participants must exit the building immediately.
17. A Berkshire Bank representative has the right to enter the Community Room at any time during any event or function.
18. **COVID-19 AND OTHER INFECTIOUS DISEASE NOTICE, WAIVER, AND INDEMNITY.**
 - a. **THE INDIVIDUAL(S) SIGNING THIS CONTRACT, UNDERSTAND(S) AND ACKNOWLEDGE(S) ON BEHALF OF THEMSELVES AND THE GROUP OR ORGANIZATION THEY REPRESENT (IF APPLICABLE) THAT: (I) PEOPLE IN CLOSE CONTACT WITH ONE ANOTHER MAY PASS VIRUSES AND OTHER INFECTIOUS DISEASES AMONG THEM, INCLUDING COVID-19; (II) THE FEDERAL, STATE, AND LOCAL GOVERNMENTS AND THEIR VARIOUS AGENCIES HAVE ENACTED OR MAY IN THE FUTURE ENACT STATUTES, RULES, REGULATIONS, ORDINANCES, AND GUIDANCE REQUIRING CERTAIN ACTIONS (SUCH AS, BUT NOT LIMITED TO, WEARING MASKS OR COLLECTING PROOF OF VACCINATION) OR PROHIBITING CERTAIN ACTIONS (SUCH AS GATHERING MORE THAN A CERTAIN NUMBER OF PEOPLE INDOORS); AND (III) BERKSHIRE BANK MAY AT ITS DISCRETION AT ANY TIME REQUIRE CERTAIN ACTIONS OR PROHIBIT CERTAIN ACTIONS TO PREVENT THE SPREAD OF VIRUSES AND OTHER INFECTIOUS DISEASES, INCLUDING COVID-19, THAT ARE MORE STRINGENT THAN GOVERNMENTAL REQUIREMENTS OR PROHIBITIONS.**
 - b. **THE INDIVIDUAL(S) SIGNING THIS CONTRACT AGREE(S) ON BEHALF OF THEMSELVES AND THE GROUP OR ORGANIZATION THEY REPRESENT (IF APPLICABLE) THAT THEY AND THE GROUP OR ORGANIZATION (IF APPLICABLE) WILL BE RESPONSIBLE FOR (AND THAT BERKSHIRE BANK AND ITS AFFILIATES AND EITHER OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR REPRESENTATIVES (COLLECTIVELY, THE "BERKSHIRE PARTIES") WILL NOT BE RESPONSIBLE FOR) ENSURING THAT ALL PARTICIPANTS IN ANY**



EVENTS HELD IN ANY COMMUNITY ROOMS (A) UNDERSTAND THE RISKS OF PEOPLE PASSING VIRUSES AND OTHER INFECTIOUS DISEASES AMONG THEM, (B) COMPLYING WITH THE MOST STRINGENT OF ALL APPLICABLE STATUTES, RULES, REGULATIONS, ORDINANCES, GUIDANCE, OR OTHER REQUIREMENTS BY WHATEVER NAME OF ANY LOCAL, STATE, AND FEDERAL GOVERNMENTAL BODY FOR THE JURISDICTION IN WHICH THE COMMUNITY ROOM IS LOCATED, AND (C) COMPLYING WITH ANY REQUIREMENTS OF BERKSHIRE BANK THAT MAY BE MORE STRINGENT THAN GOVERNMENTAL REQUIREMENTS THAT ARE PROVIDED IN ADVANCE OR POSTED IN OR AROUND THE COMMUNITY ROOM.

- c. **THE INDIVIDUAL(S) SIGNING THIS CONTRACT ON BEHALF OF THEMSELVES AND THE GROUP OR ORGANIZATION THEY REPRESENT (IF APPLICABLE) WAIVE(S), RELEASE(S), AND FOREVER DISCHARGE(S) THE BERKSHIRE PARTIES AND WILL INDEMNIFY, DEFEND, AND HOLD THE BERKSHIRE PARTIES HARMLESS FROM ANY CLAIMS BY ANYONE ALLEGING OR ARISING IN CONNECTION WITH ANY ALLEGATION THAT ANY PERSON CONTRACTED ANY VIRUS OR INFECTIOUS DISEASE, INCLUDING COVID-19, FROM USE OF A COMMUNITY ROOM OR PARTICIPATION IN ANY EVENT HELD BY THE INDIVIDUAL(S) SIGNING THIS CONTRACT OR ANY GROUP OR ORGANIZATION THEY REPRESENT (IF APPLICABLE) IN A COMMUNITY ROOM.**

The attached Application must be completed and accepted by a branch officer prior to contract execution.

By signing below, the individual(s) agree on behalf of themselves and any group or organization they represent (if applicable) to: (i) indemnify and hold the Berkshire Parties (as defined above in Section 18(b) under Guidelines and Conditions) harmless from any loss or damage that may arise during the use and occupancy of the Community Room; (ii) pay for all damages that occur to the Community Room and any Berkshire Bank property, including areas surrounding the Community Room, or any furniture, equipment, signage, or other contents of the Community Room; and (iii) allow Berkshire Bank to use their name and the name of any group or organization they represent (if applicable) in any advertising or public relations communications.

**NAME OF GROUP OR ORGANIZATION
(IF APPLICABLE)**

**BERKSHIRE BANK (must be signed
by a branch officer or above)**

Signature: _____

Signature: _____

Name: _____

Name: _____



Title: _____

Title: _____

Date: _____

Date: _____



Application for Use of the Community Room

Community Room Location:
Maximum capacity:
Name of individual applying (pronouns, if desired):
Group or organization (if applicable):
Please provide the following for the group or organization. If not available for the group or organization, then provide for the individual. Mailing Address:
Phone Number:
Email Address:
Brief description of intended use:
Date(s) of use:
Hours of use (including set up, clean up, and preparation times):
Estimated number of people attending (cannot exceed capacity for this location):
Do you intend to serve food? If yes, please describe:
Do you intend to provide entertainment? If yes, please describe:
Do you intend to use music? If yes, please describe:
Please describe any special requirements or considerations for your use of the Community Room:
How did you hear about the Berkshire Bank Community Room?

Accepted by: _____



(signature of branch officer or above)

(printed name)