

The Armstrong Conference Center

Event Rental Agreement

Made on this _____ day of _____, 20_____ the Warren County Historical Society, (hereafter referred to as the "owner" or "WCHS", and the person(s) below, (hereafter referred to as the "tenant") enter into the following agreement.

1. Tenant herewith submits the following information and agrees that it shall constitute a part of this agreement:

Full Name: _____

Name of Co-Tenant: _____

Current Address: _____

Phone Number(s): _____ E-Mail: _____

2. Event Rental Amount: \$1,100, \$500 of which is due at time of signing this document, to secure the date of the event and **is non-refundable**. This may be done with cash, check, or credit card. This sum is a guarantee for the faithful performance of all the terms of the within agreement. If unforeseen extraneous circumstances keep WCHS from opening the property on the day of the event, half the deposit will be returned.
3. Tenant agrees to pay the balance of the rental fee upon presentation of the invoice **3 weeks in advance** of the event. Also at this time, **tenant will provide an additional \$500 damages deposit**, which sum the owner agrees to refund to the tenant, after vacation of the premises, at the expiration of this agreement, providing that all of the terms of this agreement have been complied with; less any deductions authorized herein and without prejudice to any future claim of owner for damages and/or rent in excess of said sum.

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4. The within premises are hereby rented beginning at _____ AM/PM on _____ 20_____, and ending at _____ AM/PM on _____ 20_____. The tenant may set up one day prior to event between 10 AM and 4 PM with prior permission from WCHS.
5. Said premises shall be used only as a dwelling for specific legal purposes and for no other purpose; said premises or any part thereof shall not be sublet or assigned, nor shall the number of occupants be increased to a number that is in violation of fire codes or otherwise.
6. Owner shall not be liable for theft or for any damage occasioned by failure to keep said building in repair or from failure of heating equipment or by or from plumbing, gas, water, steam or other pipes or fixtures, or sewage, nor for any damage arising from the acts or neglect of other occupants of said building or the elements, or damage arising from acts over which he has no control.
7. Owner, or agents thereof, shall have the right to remain in the said premises at any time to make necessary

repairs, or observe and control the event for protection of the interests of the tenant and/or owner.

8. If the tenant shall, at any time, violate or fail to observe any of the terms, conditions, rules, and regulations set forth and referred to herein, or if the premises are used in a manner objectionable to the owner, or if the tenant of the said premises disturb or annoy adjacent property owners unreasonably, the owner shall be entitled to immediate possession of the premises.
9. Tenant agrees upon vacating the premises by 11pm on the date of event. The premises shall be left in the same condition as upon entry. Tenant shall take with them any and all garbage resulting from event. Any extraordinary necessary cost or expense in cleaning, or for damage caused by the tenant shall be charged against the tenant.

10. The tenant agrees to the following restrictions:

- **No loud music or excessive noise**
- **Nothing shall be thrown**
- **No bicycle or other vehicle,**
- **No animals**
- **Do not remove any artwork or fixtures**
- **Do not damage the walls, woodwork**
- **Decorations will be limited to table decorations. No decorations shall hang from the ceiling.**
- **No open flames.**
- **No beer kegs, ice tubs, or other wet object may be set on the wooden floor.**
- **Neither the grand piano nor interactive flat screen are included in the rental. However, a Spinet piano and/or a projection screen may be provided upon request**
- **No firearms are allowed on the premises**

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11. Tenant agrees to abide by all of the rules and regulations as presented to him by the owner of as posted in the entranceway or rooms of the premises or the building of which the premises are a part, or as may be attached to this contract.
12. One or more waivers of any covenant or condition by the owner shall not be construed as a waiver of a further breach of the same covenant or condition.
13. Tenant assumes responsibility for the use of COVID-19 protocols and any illness(es) resulting from event.

14. Additional Terms:

- a) During any event in which alcoholic beverages are to be served as a result of either a direct purchase from the tenant and/or his representatives or as a result of purchasing a right to attend the event (i.e., purchase of a ticket to attend the event), the tenant assumes absolute responsibility to secure all proper State of Ohio Department of Liquor Control permits. Owner agrees to provide assistance to tenant for proper application to the State of Ohio Department of Liquor Control permits. Tenant hereby holds owner harmless from any and all liabilities which may result from the sale or distribution and/or consumption of alcoholic beverages during any time tenant is conducting his event and occupies the premises. Owner reserves the right at any time that alcoholic beverages are being distributed, or being sold within the premises during the designated time the tenant is renting, to exclude distribution to any individual or group, or to terminate all distribution regardless of tenant's desire.

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b) The tenant hereby recognizes that the *Armstrong Conference Center* been designated as a **non-smoking and a non-tobacco chewing environment**. No provision shall be provided such as ashtrays, etc., for the dispensing of tobacco products within the premises. The tenant assumes all responsibility to notify occupants that the *Armstrong Conference Center* is a non-smoking environment. Any occupants who desire to use tobacco products shall remove themselves from the premises, **maintaining a distance of at least 25 feet from all exterior doors, for purposes of using tobacco products.**

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c) If food is to be served during the tenant's rental, tenant agrees to secure the services of one of the *licensed caterers previously approved by the owner, a list of which can be found at www.wchsmuseum.org/facilityrental* The caterer must provide full service—including setup, serving, and clean-up, no drop-off catering allowed. Tenant agrees that no food shall be brought onto the premises from any source for the purpose of serving guests, except as described above.

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d) Access to the museum, and other WCHS properties, is not included in rental agreement.

e) Tenant will ensure that tables, chairs, and floors are clear of trash and debris, that all trash bags are removed and placed in outdoor trash receptacles, and tenant will remove all decorations and personal items at the conclusion of the rental. Rental fee includes the cost of owner cleaning the floors, restrooms, and kitchen at the conclusion of rental, however, in the event that the facility is excessively and unreasonably littered or dirty, and extra clean-up fee will be charged to the tenant.

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f) Capacity with table set-up must not exceed 100 people, according to fire and safety regulations. 130 if there is no dancefloor present.

g) Table arrangements must provide for adequate access to exits.

h) Prior to rental, facility may be decorated and band or DJ set up within time specified at the time of rental confirmation.

i) Gambling is not permitted on the premises. Only those persons or organizations who have proper legal authority, i.e., charities who have a 501(c)(3) IRS designation, may be permitted to have gambling during any event. Such proof of authorization and legal right to conduct gambling must be provided to the owner no less than sixty (60) days prior to the event.

j) _____

The owner will warrant and defend the tenant in the enjoyment and peaceful possession of the premises, during the term aforesaid, if the tenant performs all and singular the covenants herein agreed to be performed by him/her.

Signed this _____ day of _____, 20_____

Tenant _____ Tenant Printed Name _____

Co-Tenant _____ Co-Tenant Printed Name _____

Owner _____ Print Name _____ Title _____

(Signing on behalf of the Warren County Historical Society)