

The Armstrong Conference Center

Event Rental Agreement

Made on this, the _____ 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 "Renter") enter into the following agreement.

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

Full Name: _____

Name of Co-Renter: _____

Current Address: _____

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

Secondary Contact: _____ Event Type: _____ Start Time: _____

2. Event Rental Amount: \$1,700, \$850 of which is due at time of signing this document, to secure the date of the event and **is non-refundable**. Payment may be made by cash, check, or credit card. This sum is a guarantee for the faithful performance of all the terms of the within agreement. In the event that circumstances beyond control of WCHS keep WCHS from opening the property on the day of the event, half the deposit will be returned.

3. Renter agrees to pay the balance of the rental fee upon presentation of the invoice **3 weeks in advance** of the event. At the same time, **renter also will provide an additional \$500 as a damages deposit**, which sum the owner agrees to refund to the renter at the expiration of this agreement, after vacation of the premises, 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.)

Initials _____

4. The within premises are hereby rented on _____ 20_____, beginning at _____ AM/PM and ending at _____ AM/PM with an ending time no later than 10PM. The tenant may set up one day prior to event between 10 AM and 4 PM with prior permission from WCHS.

Initials _____

5. Said premises shall be used only for specific legal purposes and for no other purpose; said premises or any part thereof shall not be 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 to the renter 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 occupants of said premises or the elements, or damage arising from acts over which owner 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 renter and/or owner.

8. If the renter 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 renter of the said premises disturb or annoy adjacent property owners unreasonably, the owner shall be entitled to immediate possession of the premises and termination of the event. Owner shall not be liable for any debts of renter due to early termination of the event.
9. Renter agrees to vacating the premises by 10pm on the date of event. The premises shall be left in the same condition as upon entry. Renter shall take with them any and/or all trash and debris resulting from the event. Any extraordinary necessary cost or expense, of WCHS, in cleaning, or for damage caused by the renter shall be reimbursed, to the renter, after credit for the \$500 damage deposit.

10. The renter agrees to the following restrictions

- **No firearms are allowed on the premises.**
- **No loud music or excessive noise.**
- **Nothing shall be thrown.**
- **No bicycles or other vehicles.**
- **No animals.**
- **Do not remove any artwork or fixtures.**
- **Do not damage the walls, woodwork, or other parts of the physical structure of the rented area.**
- **Do not damage the exterior grounds or landscape,**
- **Decorations will be limited to table decorations. No decorations shall hang from the ceiling or walls.**
- **No open flames.**
- **No beer kegs, ice tubs, or other wet object may be set directly 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.**

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11. Renter agrees to abide by all of the rules and regulations as presented to renter by the owner 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. Tennant 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 owner 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. Renter 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 renter is conducting the 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 renter is renting, to exclude distribution to any individual or group, appearing to be impaired by such consumption, or to terminate all distribution regardless of renter's desire.

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b) The renter hereby recognizes that the Armstrong Conference Center has been designated as a **non-smoking and non-tobacco chewing environment**. No provision shall be provided such as ashtrays, etc. for use of tobacco products within the premises. The renter 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 the purpose of using tobacco products.

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c) If food is to be served during the renter's event, renter 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. Renter 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 this rental agreement.

e) Renter 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 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, an extra clean-up fee will be charged and paid by the renter.

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f) According to fire and safety regulations, capacity shall not exceed 130 persons, 100 if space has been made for a dancefloor.

g) Table arrangements must provide for safe 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 renter 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_____

Renter _____ Renter Printed Name _____

Co-Renter _____ Co-Renter Printed Name _____

Owner _____ Print Name _____ Title _____

(Signing on behalf of the Warren County Historical Society)