

Captain James and Emma Holt White House - Rental Agreement

Alamance County Arts Council
213 S. Main Street • Graham, NC 27253 • 336-226-4495

This agreement is made and entered into by and between the Alamance County Arts Council, hereinafter referred to as **Council**, and the **Licensee** for the purpose of Facility rental.

WITNESSETH:

THAT WHEREAS, The Captain White House is a building of historical significance owned by the City of Graham and managed by the **Council**; and

WHEREAS, under terms and conditions and fees established by the **Council**, a copy of which is attached hereto and made a part thereof, the **Council** allows the use of the Captain White House for meetings, receptions, and other gatherings sponsored by certain organizations, groups and private individuals; and

WHEREAS, the **Licensee** desires to use the Captain White House for the purposes hereinafter set forth during the time and date hereinafter set forth and in consideration of the agreement of the **Council** for the use of said building has entered into and agrees to be bound by this Agreement;

WHEREAS, in consideration of the premises and the agreements hereinafter set forth, the **Licensee** does herewith release the **Council** of any liability whatsoever for bodily injury sustained by **Licensee** or an invitee of the **Licensee**; and **Licensee** does herewith agree to indemnify and hold harmless the **Council** for any claim or cause of action which might arise from the use of the Captain White House on the date herein specified for any accident or injury.

NOW, THEREFORE, the **Council** and the **Licensee** do hereby contract, covenant, and agree as follows:

- 1.) The **Licensee** desires to use that portion of the Captain White House hereinafter described for purposes, during hours and on the date hereinafter set forth. And in consideration for this Agreement, the **Council** has agreed that the **Licensee** may use said portion of said building at this time, on the date, and for said purposes subject to the terms and conditions of this Agreement.
- 2.) The **Licensee** agrees to abide by and be bound by a Schedule of Fees and Terms and Conditions for the use of the Captain White House which is attached hereto as Exhibit A. and made a part hereof as if fully set forth herein.
- 3.) In addition to the terms and conditions referred to above, the **Licensee** agrees as follows:
 - A. The **Licensee** shall be responsible and liable for any damage or loss sustained during the use of the building by the **Licensee** and which occurs as a result of the **Licensee**'s use of the building as hereinbefore set forth.
 - B. Should the use of the premises by the **Licensee** result in abuse requiring clean up and/or maintenance, the **Licensee** will be assessed and shall pay for maintenance and, in addition, the cost of material and labor required for repair to the premises, its contents and/or grounds. This cost shall be deducted from the **Licensee**'s deposit as set forth in Exhibit A.
 - C. The **Licensee** shall be responsible and obligated to remove any equipment, food or decorative material brought onto the premises, unless otherwise agreed upon by the Director/Manager of the premises. If such material and equipment cannot be removed on the day of the event, it must be removed from all exhibit areas to temporary storage in a utility area.
 - D. The **Licensee** shall restore the premises to the condition in which the **Licensee** found them.
- 4.) The **Council** accepts no responsibility for items or property of the **Licensee** or guests, invitees, agents, employees of the **Licensee** or others who enter the premises by virtue of the use of the premises by the **Licensee**.
- 5.) The **Licensee** by execution of the Agreement specifically acknowledges that the **Licensee** has carefully read and agrees to the terms and conditions set forth above and set forth on Exhibit A hereof.

RENTAL CONTRACT (page two)

EXHIBIT A

The primary purpose of the Captain James and Emma Holt White House is for the presentation of art exhibitions and to house the offices of the Alamance County Arts Council. The facilities are available for rental by outside individuals, groups or organizations, provided the following conditions, fees and regulations are met. Interested parties must accept that the *Council's* exhibition schedule may not be set at the time of a rental agreement and that the *Council* is under no obligation to schedule exhibitions according to rental arrangements. It is the responsibility of the *Licensee* to determine the suitability of a scheduled exhibition to a rental event, or whether to enter into an agreement prior to the scheduling of an exhibition. The *Licensee* retains the option to cancel without penalty, with the understanding that the *Council* will not be liable for any inconvenience to the *Licensee* resulting from the cancellation.

Conditions

1. The *Council* reserves the right to review any proposed program content and to deny facility usage to any group or for any program, which in its estimation is inappropriate or inconsistent with the *Council's* purpose.
2. The *Licensee* understands and agrees that scheduled art exhibitions take precedence over facility rentals and that artwork will not be removed.
3. The facility must be available on the rental date requested. Previously scheduled *Council* functions of any kind take precedence over any outside requests.
4. The *Licensee* is responsible for all damages to the Facility resulting from the rental event.
5. The *Council* will not be responsible for loss or theft of any article owned by the *Licensee* renting the Facility or their guests.
6. The number of people in the facility will not exceed 250.
7. There will be no smoking at any time within the Facility.
8. Actions deemed potentially harmful to the Facility or its contents or distressing to the occupant of the Facility will result in the expulsion of the offending party by whatever means necessary.
9. No public dances or bingo for profit may be held on any portion of the premises.
10. Equipment. The *Council* will provide upon request, tables and chairs, as listed with the schedule of fees. Placement of these items must be approved by the Staff and may not obstruct traffic or fire escape routes.

INSTRUCTIONS FOR CATERERS/PARTY PLANNERS

In order to keep the Captain White House beautiful for everyone to enjoy, we ask your help and cooperation.

- 1.) *Licensee* must have caterer/person in charge of food and florists make an appointment to see space available for food preparation/arrangements, and to discuss equipment needs with Staff.
- 2.) Caterers, florists and suppliers of every sort must arrange with Staff for delivery or set-up time; or *Licensee* must make sure their times are scheduled.
- 3.) If wine or liquor is to be served, a non-alcoholic beverage must also be available.
- 4.) Food and drink can be extremely hazardous to works of art and antiques. In order to reduce risk of permanent damage, **NO RED WINE, GRAPE JUICE OR DARKLY PIGMENTED BEVERAGE** may be served in the Facility.
- 5.) The use of a champagne fountain or similar appliance is not permitted.
- 6.) Lit candles are allowed in the Conference and Dining Rooms only. Candles must be dripleless.
- 7.) Staff must approve the use and placement of all greenery, flowers and organic arrangements.
- 8.) Furniture, decorative objects, paintings etc. may not be moved at all by the *Licensee*. Staff will direct such rearrangements.

RENTAL CONTRACT (page three)

RENTAL FEES

Captain James & Emma Holt White House

| | | Non-Profit | Private |
|-------------------------------------|----------------------|-------------------|----------------|
| Classrooms | 3 hour minimum | 15 | 25 |
| | after 5pm & Sundays | 30 | 40 |
| | each additional hour | 5 | 10 |
| Conference Room | 3 hour minimum | 50 | 100 |
| | after 5pm & Sundays | 55 | 125 |
| | each additional hour | 10 | 35 |
| Dining Room | 3 hour minimum | 35 | 100 |
| | after 5pm & Sundays | 50 | 125 |
| | each additional hour | 10 | 35 |
| Conference & Dining Room | 3 hour minimum | 65 | 170 |
| | after 5pm & Sundays | 80 | 200 |
| | each additional hour | 15 | 45 |
| Galleries | 3 hour minimum | 175 | 550 |
| | after 5pm & Sundays | 200 | 650 |
| | each additional hour | 30 | 100 |
| Garden | 3 hour minimum | 85 | 200 |
| | after 5pm & Sundays | 115 | 300 |
| | each additional hour | 20 | 75 |
| First Floor | 3 hour minimum | 225 | 900 |
| | after 5pm & Sundays | 255 | 900 |
| | each additional hour | 40 | 100 |
| First Floor & Garden | 3 hour minimum | 250 | 900 |
| | after 5pm & Sundays | 300 | 900 |
| | each additional hour | 50 | 100 |

A \$100 security deposit and a signed contract is required to hold the facility for rental. The deposit should be in the form of a check, which will be held and returned following the rental.

Kitchen facilities are available with all rentals.

Available for use with rentals: tables (30" high): 8, 60" round; 4, 30" round; 5, 8'x30" banquet; 2, 6'x30" chairs: 48 vinyl/metal; 12 dining room, wood

Table linens are not provided.

A \$30 fee will be added if the dining room table must be moved for set-up.

RENTAL CONTRACT (page four)

This agreement made and entered into on this _____ day of _____ 20_____

Name of Licensee

Name of representative of Licensee, if applicable

Street/Mailing Address () Telephone

City State Zip () Alternate Telephone

Portion of Premises to be used: _____

Purpose of use: _____

Caterer or alternate contact (if applicable) () Telephone

Other Notes/Instructions:

Security deposit, due with contract to hold the rental date : \$100

Anticipated attendance: _____ **Rental Fee:** _____
(3 hour minimum)

Set-up time: _____ **Add'l Hours:** _____

Time of use: _____ **Other:** _____

Payment Due: _____ **Total Due:** _____
(one week prior to rental)

RENTAL DATE: _____

By: _____
Licensee (or authorized representative)

By: _____
Representative, Alamance County Arts Council

| | |
|--------------------|----------------------|
| Rental Fee: _____ | Date Received: _____ |
| Rental Date: _____ | Set-up Time: _____ |
| | Rental Time: _____ |