



Ground Rental Agreement

The Whitehead Memorial Museum, hereafter referred to as the Museum, is a museum first, and a site for private gatherings second. The Museum, a private not-for-profit organization, is delighted to offer its unique facilities for the use and purposes of outside rentals. Any individual, group, organization, or corporation is eligible to apply for use of the facility for special events. Fundraising events must be approved by the Museum's Executive Director. Subject to certain conditions that are attached and are a part of this agreement, the Museum agrees to rent use of the Museum Facilities to the following named renting organization or individual (lessee).

Organization or Individual (Lessee):

Lessee Name _____

Address of Lessee _____ City _____ State _____ Zip _____

Best Phone Number to Reach _____

E-mail Address _____

Please Check One: I am _____ I am not _____ a current Whitehead Memorial Museum Member.

Date, Hours and Rental Information:

Type of Function/Event _____

Date of Event (MM/DD/YY) ____/____/____ Time: from _____ until _____ Approximate Number of Guests _____

Rental Fees:

Check the one(s) most applicable

- _____ Full Grounds Rental: \$150 per hour (Maximum 300 people). Includes 15 8ft tables and 150 chairs
- _____ Round Table Upgrade: \$50 – Includes 20 tables and 160 chairs
- _____ Pavilion Rental: \$150 for two hours (Maximum 40 people). Includes 4 8ft tables and 40 chairs
- _____ Arch Area Rental: \$50 per ½ hour (Maximum 30 people). Includes 30 chairs.
- _____ Chapel Rental: \$50 per ½ hour (Maximum 30 people)
- _____ Tour of Museum during event: \$100 – 45 minute to 1 hour guided tour
- _____ Non-Profit: \$300 per event – must provide IRS Determination Letter
- _____ Bereavement Rate: \$300 per event – must provide funeral home information for confirmation



Reservation for Museum rental is complete when:

- ✓ Deposit of \$300 is made. (Full payment for Pavilion, Arch, or Chapel Rental)
- ✓ Rental agreement is completed, signed, and returned to the Whitehead Memorial Museum.
- ✓ A separate check for Damage Deposit of \$300 is made. This check will be held until after the event.

Terms of Rental Deposit Fee:

- **Deposit (due upon contract signing – to confirm rental date) \$300**
- **(Full payment for Pavilion, Arch, or Chapel Rental)**

An initial deposit is required at time of execution of the rental agreement.

Deposit Refund:

- The Deposit will be refunded in full if the planned rental is cancelled and the Museum is notified no less than **thirty-one (31) calendar days** prior to the scheduled event.

- \$150 of the Deposit Fee will be forfeited if canceled within fifteen (15) and thirty (30) days prior to the scheduled event.

- The full \$300 Deposit Fee will be forfeited if canceled within fourteen (14) days prior to the scheduled event.

- The Museum will submit an itemized statement of charges including outstanding rental fees and damages (when applicable) within fifteen (15) days after the rental, and the lessee will pay such charges in full, less any advance, within fifteen(15) days after the event.

- 100% of the Total Contract Fee is due seven (7) days prior to the event.

- If the event occurs within thirty (30) days of the contract signing, the Total Contract Fee is due at the time of the contract signing.

Rental Terms and Conditions:

- We ask that all rules for appropriate museum conduct be followed during a private event.
- **No political signs are permitted on the Museum premises.** If holding a political event, please note on all advertisements the following, “The Whitehead Memorial Museum does not endorse any political candidates.”
- No sub-leasing is permitted.



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- Lessee will not discriminate against any person(s) on the grounds based on race, color, national origin, religion, sex, or sexual orientation.
- The Museum is open to the public 10:00am – 6:00pm, Monday – Saturday and 1:00pm – 5:00pm on Sunday.
- If the Lessee desires museum exclusivity for an event during normal hour of operations, special arrangements must be made and approved by the executive director. Museum exclusivity will result in an additional fee of \$300 per hour.
- The Museum reserves the right to cancel a reservation if safety is a concern or if an emergency occurs which requires repairs and/or maintenance to the facility

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- **There are NO food preparation facilities available.** A catering kitchen located in the Museum Office Building is available. Use of the kitchen is for set up of catered or prepared foods only. (See Food Service Section)

- The Museum is not responsible for caterer or other service personnel.

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- The Museum will not be responsible for terrorism or any Acts of God such as extreme temperatures, winds, flooding, or earthquakes. We take every precaution to provide a safe comfortable and enjoyable environment for our visitors and guests. In the event that any of these circumstances occur, the refund policy will remain in effect.

- Illegal drugs are not permitted in the museum.

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- The Museum may not be leased to a minor. The responsible party must be at least twenty-one years of age.

- Event representatives are responsible for supplying one chaperone for every twenty guests 17 years of age and under.

- The Lessee accepts the responsibility to leave the facility in the same condition as it was found.

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- **All music will be discontinued at 12:00am. NO EXEPTIONS.** I agree that I will inform the band or DJ to discontinue music at 12:00am (Midnight)

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- The Lessee will be charged a \$25 service charge on all returned checks.
- Photos and/or videos may be taken by museum staff for promotional use.

Setup & Decorations:

- Museum staff will set up tables and chairs. Once set up, you may move tables and chairs to your liking.
- Museum staff will supply four trash cans with trash bags.



- Setup prior to the event is allowed with prior notice. There is no additional fee.
- Lessee is responsible for supplying all table accessories (i.e. tablecloths, centerpieces, floral arrangements).
- Decorations are encouraged – but do not remove any Museum decorations or move any Museum items.
- Setup activities are recommended to occur during open hours
- During the setup period, the crew may gain access to the Museum via the service gate. Set up crew traffic though the front entrance is not allowed.
- Damage to Lessee’s personal property due to inclement weather is the responsibility of the client.
- The Damage Deposit will be returned to the Lessee after a final inspection is done by Museum staff. Cost of clean-up and/or repairs will be taken out of Damage Deposit and remainder will be returned to Lessee within fifteen (15) work days after the event.

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Food Service:

- Food and beverages may be serviced anytime on Museum grounds.
- **The catering kitchen is NOT a food preparation kitchen.** All food must be cooked off site and brought into the Museum. No ovens or stove-tops are available.
- The kitchen has a refrigerator, freezer, sink and water available to use.
- All caterers must supply their own equipment and supplies.
- Set-up and service personnel should enter through the service gate. The front entrance will not be used by service personnel during business hours.

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Definition of Responsibility:

- Lessee assumes full responsibility for damages incurred to the Museum property incurred by lessee and its invited guests during the hours of setup time and/or the scheduled event, to include possible forfeiture of using the Facility in the future.
- Lessee understands in the event damages do occur that are incurred by Lessee and its invited guests and the costs of cleaning and repairs exceed the \$300 Damage Deposit, Lessee will reimburse the Museum within three (3) days after presentation of an itemized invoice.
- A Museum representative will open and close the facility. No keys will be given to any person for any reason.

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- Lessee takes full responsibility of his/her sub-contractors' actions while on the Museum premises.

Clean Up:

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- All of Lessee's equipment will be moved from the premises upon termination of the event unless special arrangements have been made prior to the event with the Museum Director.

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- The Lessee is responsible for cleanup no later than the end time noted on the contract. Lessee clean up consists of removing all decorations and leaving tables free of any and all items. Lessee is responsible for any damages caused to the facility by guests, as well as subcontractors, incurred for, during and after the event.
- Lessee will remove all trash from the tables and place into trash cans.
- A minimum addition charge of \$200 will be assessed if Museum personnel must clean up after the event.
- The Museum Staff is responsible for cleaning and removing tables and chairs.

Alcohol Policy:

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- The sale of any alcoholic beverages is forbidden without proper permit from TABC.
- Lessee shall obtain at its own cost any and all licenses and permits required by law.
- Alcohol may be served as long as all laws and regulations concerning the serving of alcohol are followed.

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- No one under the age of 21 shall be served alcoholic beverages, even if accompanied by a parent.

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- Lessee hereby indemnifies and holds harmless the Museum against any and all liability for damages resulting from alcohol used on the premises by Lessee or its invited guests during the renter's event.

Waiver of Liability:

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- Lessee understands the Museum is not responsible for the loss or damage to any equipment or supplies of the renter.

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- To the fullest extent permitted by law, the Lessee shall hold harmless the Museum from and against claims, damages, losses and expenses, including but not limited to, attorney's fees, which arise out of any way related to any and all personal injury, death, or property damage in connection with rental of the Museum (as defined within the contract), and arising out of any act and/or omission by



the Museum and/or any and all of the Museum employees or representatives, including but not limited to, negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, breach of duty of good faith and fair dealing, fraud, conspiracy to defraud, deceptive trade practice allegations, misrepresentations or contribution, or any other claim, except for damages, losses and expenses caused by the Museum’s gross negligence or intentional acts.

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➤ In no event will the Museum be liable for special indirect or consequential damages arising out of, or in connection with, the Lessee of the facility rendered under this Agreement.

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➤ I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity of the Whitehead Memorial Museum that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.

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➤ With full knowledge of the risks involved, I hereby release, waive, discharge the Whitehead Memorial Museum, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me and/or my guests related to the event including but not limited to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

We, as Lessee and Museum Representative, agree to the above document and all it implies

Authorized Lessee’s Signature _____ **Date** _____

Museum Representative’s Signature _____ **Date** _____