

Selma-Dallas County Historic Preservation Society (SDCHPS) Kenan's Mill Single Event Facilities Rental Agreement

| is Facilit | ties Rental Agreement is entere | d into by | | (user) |
|----------------------------|---|--|---|--------------|
| ailing Ad | ldress: | | Cell #: | |
| :y, State | e & Zip: | | Home #: | |
| nail: d the Se | elma-Dallas County Historic Pre | servation Society (SDCI | Work #: | |
| th | OCHPS will license user the use date and time requested hounds of the SDCHPS is for the specific countries. | erein. The space and | facilities within the building | |
| B. Th | ne event facilities will include | the following that ar | e checked on the right: | |
| c. d. e. f. g. | Outdoor event on mill side for over 50 people \$50 Additional fee for use of grounds across creek (including charcoal kiln and additional parking) \$50 Use of bandstand and electricity \$5 SDCHPS personnel to open Mill and explain operation \$50 Demonstration of Mill (with samples of cornmeal) \$20 Mill House only (limit 30 people) meeting for 4 hours or less \$15 | | \$300 \$500 \$500 \$50 \$50 \$200 \$200 | |
| | All rates above are for 9 am to 9 pm. \$50 per hour beyond those times will be charged. | | Facility fee _ | |
| | SDCHPS members receive a SDCHPS member-sponsored member to be present at all responsible person for the events of the expension of the expen | events require the times and be the | Discount _ | |
| | | | Deposit (cleaning & securit | y) \$200.00 |
| | | | Total Due: _ | |
| | 50% of Total Due: | Date due: | Date paid: | |
| | Final payment: Failure to pay by date due | Date due:e will result in cancellati | Date paid: _ ion of booking and forfeiture | of deposits. |
| F | Penalty fees (additional \$50 for e | | | _ |
| | | Date paid: | Refund due: _ | |
| | | | | |
| C. Th | ne event will begin and end at th | ne time stated herein: | (time includes prep or decorating | g time) |

Purpose of the event: (please provide detailed description)

The user understands that the facility shall be cleaned up by user **on the same day of the event**. All refuse and garbage must be removed from the premises by the users on the same day to prevent vermin and critter access. Everything should be exactly as you found it--not even confetti or polyester roses remaining! Failure to do so will result in the clean-up fee of \$100 being retained.

The user will make a deposit of **\$100** for security of property damage that will be returned unless (1) damage is detected by SDCHPS representative or (2) unpaid rental fees are due.

All users, guests and vendors shall observe all policies of the SDCHPS while using these facilities:

- 1. The Mill House bathroom is strictly reserved for the use of those renting the house. The barn contains men's and women's restrooms for guests. All restrooms are handicapped accessible.
- 2. Renters of the Mill House may use the kitchen for serving during meetings, but you must bring your own ice and coolers.
- 3. Tables and chairs in the house may not be taken outdoors. Any tables and chairs needed for outdoor use must be provided by the renter.
- 4. Users must provide proof of event insurance.
- 5. If alcohol is to be consumed at outdoor events, security officers will be required: One officer for up to 100 people and two officers for over 100 people. (To be paid for by the user, evidence of hiring required.)
- 6. No overnight camping allowed.
- 7. No open fires allowed anywhere on the premises.
- 8. No glass containers allowed on grounds at any time.
- 9. No pets allowed at any time.
- 10. WARNING: Children must be supervised at all times. Absolutely no "horseplay" is allowed on the swinging bridge at any time. No person or vehicle is allowed on the iron bridge at any time.
- 11. Be aware that the creek is a danger at all times. Children who cannot swim need special care and attention in this regard.
- 12. Under no circumstances shall any tree, shrub, flower or plant be harmed by outdoor activities.

Payment of 50% of this total fee (rental plus deposits) is required at time of booking; this is refundable minus a \$50 processing fee up to 30 days prior to the event date. The remainder is due 30 days before the event. (In case of inclement weather an available alternate date may be scheduled.) Failure to pay the balance as outlined above will cancel your booking and the deposits will not be refunded.

<u>Cancellation Policy</u>: The SDCHPS reserves the right to terminate this agreement for any of the following: (1) Failure to pay deposits and fees by appropriate dates, (2) Change of intended use of facilities not approved by SDCHPS, (3) Upon notice to the User that the event facilities are required for the purpose of the SDCHPS, (4) the event facilities are rendered unfit or unavailable due to conditions beyond the control of SDCHPS such as acts of God.

<u>Use of Alcohol</u>: User agrees to comply with all applicable local, state and federal ordinances, statues, laws, and regulations. The SDCHPS in accordance with federal law, forbids the service of alcohol to minors. Any observation of this violation will result in immediate termination of the event. The sobriety of all guests is the responsibility of the User. **If alcohol is being served, there must be a licensed uniform security guard present during the entire time of the event.**

<u>Security</u>: The SDCHPS reserves the right to require security for any event.

Legal Issues:

- **A.** This agreement is for the sole benefit of the User and may not be sold, or transferred.
- **B.** User agrees that it will indemnify, defend and hold harmless the SDCHPS free and harmless from and against all claims for damages and injuries to persons or property arising out of or in any way connected with the User's acts or omissions by User's officers, agents, employees, and volunteers, vendors, guests, invites in their use and presence in the Event Facilities. User agrees that it will pay all costs of the event and will indemnify the SDCHPS against any claim or lien for unpaid costs.
- **C.** This agreement grants User a license only to use the Event Facilities for the purpose and during the date and times set forth. This agreement is not a lease and conveys to the user no right of possession or other interest in the SDCHPS or the Event Facilities.
- **D.** If legal action is taken by either party in connection with this agreement, the losing party will pay the court costs and legal fees and expenses of the prevailing party. This agreement is governed by the laws of the State of Alabama.

Wedding Information: (If not applicable please skip this section and sign below.)

| riease print clearly in completing the following | g: Date of Event: |
|---|--|
| Bride: | |
| Mailing Address: | Cell #: |
| City, State & Zip: | Home #: |
| Email: | Work #: |
| Groom: | |
| Mailing Address: | Cell #: |
| City, State & Zip: | Home #: |
| Email: | Work #: |
| Wedding Planner/Event Coordinator: | |
| Mailing Address: | Cell #: |
| City, State & Zip: | Home #: |
| Email: | Work #: |
| The following person will be issued checks for | returned deposits and/or refunds: |
| Responsible person: | |
| Mailing Address: | Cell #: |
| City, State & Zip: | Home #: |
| Email: | Work #: |
| | |
| All Rentals: | |
| I have read, understand and agree to abide by all of Event Facilities Rental Agreement. | of the policies and rules listed in this Kenan's Mill Single |
| Applicant's Signature | Date |
| SDCHPS Representative | Date |