

SAMPLE CONTRACT

Deltaville Maritime Museum & Holly Point Nature Park Facilities Rental Agreement

This agreement is entered into this day _____ between the Deltaville Maritime Museum & Holly Point Nature Park, a Virginia non-stock corporation ("the Museum") and _____ ("the Renter").

1. **Purpose:** The purpose of this agreement is to rent a portion of the Museum's facilities located on the east side of Jackson Creek Road in Deltaville, VA (the "Rental Property").

2. **Rental Property:**

Pavilion-Tea House-Stage Door\$1375.00 per day \$ _____
Friday Saturday Sunday

Pavilion-Tea House-Stage Door\$675.00 per day \$ _____
Monday Tuesday Wednesday Thursday

Kitchen additional.....\$350.00 per day \$ _____

Total \$ _____

3. **Use Time:** The Renter shall be allowed 18 hours (6am to 12am) use of the Rental Property for event starting on _____ and ending on _____.

4. **Rental Deposit:** A 50% rental deposit shall be paid at contract signing. The balance must be paid at least 14 calendar days prior to the event. If the Renter fails to pay the balance in a timely fashion, the contract shall be considered cancelled. The deposit, paid to the Museum at contract signing, shall be retained by the Museum.

5. **Security Deposit:** A \$500.00 security deposit shall be paid at least 14 calendar days prior to the event. The deposit will be returned to the Renter within 30 days after the event, provided the condition of the rental property is acceptable to the Museum (see section 16, Condition of Rental Property).

6. **Summary of Charges:**

Total Rental Charges (section 2)..... \$ _____

Rental Deposit Due at Signing (50% - section 4)..... \$ _____

Security Deposit (\$500.00 - section 5)..... \$ 500.00

Balance Due 14 Days Prior to Event \$ _____

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7. **Renter Cancellation:** The Renter may cancel this agreement by notifying the Museum in writing or by telephone.

- If said notice is received by the Museum no less than 90 calendar days prior to the event, the Museum shall refund 100% of the fees already paid.
- If said notice is received by the Museum no less than 60 calendar days prior to the event, the Museum shall refund 50% of the fees already paid.

8. **Cancellation by Museum:** The Museum may cancel this agreement at any time under threat of a natural disaster or other endangerment to Renter or its guests by contacting:

If the Museum exercises this right, it shall refund 100% of the fees already paid.

9. **Liability:** It is the Renter's responsibility to protect the Rental Property and to supervise all persons on the property pursuant to this Agreement. By executing this agreement, I as an individual, or as a duly elected officer or duly appointed committee member of my organization, agree:

- A. To release the Museum and its Board of Directors, officers, agents and employees from liability for damage suffered by the Renter or its property during the time of use;
- B. To hold harmless the Museum Board of Directors, officers, agents and employees by the Renter from liability to third parties for injury caused by the Renter, or any persons invited to attend the meeting or event;
- C. To be liable to the Museum and its Board of Directors, officers, agents and employees for all damage to the Museum property, or injuries to any employees, officers or agents caused by the Renter, or by any of the Renter's officers, agents or employees, or by any person attending or seeking to attend the Renter's event, whether or not such damage is the result of negligence, intentional acts or accident; and
- D. To obtain a \$1,000,000.00 Special Event Liability Insurance Policy, naming Deltaville Maritime Museum and Holly Point Nature Park as additional insured.

10. **Inspections:** Museum grounds are subject to change and may look different at the time of your event (for example, outside exhibits may be added or moved to another location). If changes to the grounds appear to have an adverse effect on a rental, the Museum will notify the Renter.

11. **Permits and Licenses:** The Renter shall be solely responsible for acquiring any permits or licenses from any governmental agency necessary to conduct its use. The Renter shall also assure that no illegal activity of any kind shall occur during the use period.

12. **Alcoholic Beverages:** If alcohol is to be served, the following criteria must be met:

- A. The use of alcohol must be approved by the Museum.

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B. The Renter must obtain the necessary ABC permit and give a copy to the Museum office prior to the event. The serving of alcoholic beverages is to be in strict compliance with all federal, state and/or local laws and regulations.

- 13. Vehicle Parking:** In addition to designated parking areas, the grassy area on the museum side of Jackson Creek Road may be used. The Museum is not responsible for any damage to vehicles while on Museum property.
- 14. Utilities:** The Museum provides utilities for the rented facilities but is not responsible for any loss of utilities. The Renter may use our outside outlets available throughout the park. The Renter is responsible for providing all extension cords or other materials needed to provide lighting or other utilities.
- 15. Museum and Gift Shop:** The Museum and Gift Shop will not be available to the Renter and its guests and invitees outside regular business hours, unless specifically provided for in advance. Volunteers and Museum Staff are not responsible for Renter events.
- 16. Condition of Rental Property:** At the conclusion of the use period, the Renter shall leave the Rental Property in the same condition it was in at the commencement of the use period. Renters not leaving the leased area clean and as found will be charged for the cost to return building or area to acceptable condition by Museum maintenance staff. If the kitchen is used: all equipment, work tables, cookers, and other food service items will be clean and put back where found. Security deposit will be used to offset all or some of the charges. Cost in excess of the security deposit will be billed to the Renter.
- 17. Additional Stipulations and Requirements:** The Museum has a policy of being a “good neighbor” for all its events. The Renter is expected to continue this policy. All County noise and curfew ordinances MUST be recognized. The Renter is responsible for the behavior and actions of its group. No smoking or open flame are allowed in any building. No artificial flowers can be thrown outside.
- 18. Signage:** A sign is available for use showing “Pavilion Closed for Private Function.”
- 19. Kitchen Start Up:** All of the cooking line in the Pavilion kitchen is commercial equipment. As a safety measure, either the Renter, caterer, head cook (or their representative) for the event must arrange with the Museum office to meet on site with Museum’s Kitchen supervisor. This meeting, to go over proper start up and shut down procedure, must be prior to the day of the event.
- 20. Drinking Water:** Water is public use certified.

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BY:

Deltaville Maritime Museum Representative

Date

Museum Representatives contact numbers:

(1) Marvin Tiller, Board Member – Cell: 804-690-1151

(2) Kristen DeGraw, Administrative Director – Office: 804-776-7200, Cell: 804-384-1310

(3) T. Renee Aldridge, Administrative Assistant- Office: 804-776-7200

Renter Representative

Date

Address _____

Home Phone _____ Cell Phone _____

Attachment: Appendix 1

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Facilities Rental Agreement Appendix 1

Included in facilities rental agreement:

10 round tables 6 ft.

2 round tables 4 ft.

35 rectangular tables 6 ft.

4 square tables 3 ft. x 3 ft.

2 wood rolling bar height tables 2 ft. x 6 ft.

3 stainless steel serving tables 2 ft. x 4 ft.

200 black fabric banquet chairs for inside dining area only. (May not be removed from inside dining area)

50 gray metal folding chairs

16 trash cans 30 gal.

1 portable PA system with inputs for 4 devices and 2 speakers with 50 ft. cables.

1 microphone with stand

1 powered table-based lectern (this is a box that is slanted like a podium and has a built-in microphone, amplifier and speaker).

1 retractable projector screen on a stand

Not included in facilities rental agreement:

200 White resin folding ceremony chairs are available to be rented for \$3.00 each and may be used outdoors. Not included in facilities rental agreement. If needed must be rented from museum only.

2 coffee urns 100 cup may be rented for \$10.00 each.

1 Bunn commercial 3 carafe coffee pot may be rented for \$25.00

1 Stretch Limo golf cart \$65 per day

4 24" round Cocktail tables with 30" or 42" stands may be rented for \$15.00 each.