FACILITY RENTAL AGREEMENT

Event Description: ___________________________________________ Day & Date: ____________________________________

Set-up begins at: __________ Event begins at: __________ & ends at: _________ Break down ends/off premises by: _________

No. of Guests: _____________

Renter: ____________________________________________________________________________________________________

Name of Authorized Agent (if applicable): ________________________________________________________________________

Mailing Address: ____________________________________________________________________________________________

Telephone: ___________________________________________ Email:  _______________________________________________

Event Planner (if applicable):  _____________________________________ Telephone/email: _____________________________

Caterer:  ______________________________________________________ Telephone/email: _____________________________

☐ David A. Reed Memorial Activities Room ☐ Heritage Garden

First hour (including set-up/break down)-$75 Full Use (2 hrs. set-up/3 hrs. event/1 hr. break down)-$600

Each additional hour (including set-up/break down)-$50 Limited Use (1 hr. set-up/1 hr. event/1 hr. break down)-$350

NOTE: All rentals include access and use of rear handicap accessible restroom facilities.

Additional Amenities/Fees:

- Additional staff (required for events in excess of 120 people) $100 ☐
- Each additional hour (Heritage Garden rental only) $75 ☐ Additional hrs. contracted: _______
- Set-up and use of sound system (CDs, microphone) $50 ☐
- Use of HSFC AV equipment (computer, projector, etc.) $50 per item ☐ Needed: ______________________
- Set-up and use of 12’ x 12’ garden canopies $50 per canopy ☐ No.: _______ (4 max.)
- Use of kitchen prep facilities No charge ☐
- Museum of Frederick County History docent-led tour $50 per docent ☐ Docents needed:_________________
- Chairs (50 max.)/Tables (limited 6’ & 8’ rectangular) NEGOTIABLE ☐

TOTAL RENTAL FEE: $ ____________  (See page 2 for payment information)

This reservation will be confirmed upon receipt of a signed Rental Agreement accompanied by a non-refundable deposit in the amount of $100.00 or 50% of the rental fee, whichever is less. The balance due (based on the rental fee plus any additional charges, less deposit) is due no later than five days prior to the event. A $100 security deposit over and above the full rental fee is due the day of the event, to be returned to the Renter contingent upon the absence of any loss or damage to Society property as a result of or during the event, the absence of fees owed to the Society for rented equipment, or other fees owed by the Renter.
The Renter will agree and adhere to the following:

- No event will be allowed to exceed the time specified in this Rental Agreement without the express approval of the Society. Upon approval, additional fees may be assessed.

- The Renter acknowledges that he/she/it has received and read a copy of the Rental Guidelines and agrees to comply with its terms, including payment of any additional charges or fees due under such guidelines. Violation of the Rental Guidelines may, at the Society’s discretion, result in the forfeiture of the refundable deposit and/or cancellation of the event without penalty to the Society.

- The Renter agrees to assume full financial responsibility and liability for any damage to or loss of the building, its contents, or grounds at 24 East Church Street, Frederick, Maryland, and any personal injury incurred during or as a result of the event.

- The Society shall be excused from performing any obligations under this Rental Agreement when such performance is prevented, delayed, or hindered by act of God, fire, flood, war, explosion, inability to procure labor, equipment, materials, or supplies, failure of transportation, strike, or other causes, whether enumerated herein or not, beyond the control of the Society. Further, the Society shall be excused from this Rental Agreement if, in the opinion of the Society or its authorized agent, any portion of the property necessary to the intended use has become unsafe or unsuitable for such use. In such an eventuality, the proposed event may be rescheduled for a date mutually acceptable to the Society and the Renter.

- The Renter warrants and represents that the undersigned is an authorized agent acting on behalf of the Renter and further assumes all responsibility for any liabilities incurred by the undersigned in the name of the Renter.

Changes, deletions, or additions to this Rental Agreement are not valid unless signed or initialed by the Renter and the Society.

Signing below will confirm that all conditions as stated above and in the aforementioned Rental Guidelines have been read, understood, and accepted.

______________________________       __________________________
Signature              Date

Print Name: _________________________________________

Organization (if applicable): _________________________________________________________

Accepted and agreed upon on behalf of the Historical Society of Frederick County by:

______________________________       __________________________
Staff Signature              Date

PAYMENT INFORMATION:

Please make checks payable to the Historical Society of Frederick County.

Credit card information: ___ Visa   ___ Mastercard   No. ____________________________________________ Exp. _____________
If paying by credit card, you will be charged for the deposit upon receipt of the signed Rental Agreement and charged the remaining balance 3-5 days before the event. Deposits are non-refundable. A 5% service fee will be charged on other refunds.

Please sign, date, and return the Rental Agreement with payment to:
Facility Rental, Historical Society of Frederick County, 24 East Church St., Frederick, MD 21701

Direct questions and inquiries to:
Duane Doxzen, Assistant Director
301-663-1188 x108 / ddoxzen@frederickhistory.org
FACILITY RENTAL GUIDELINES

• USE & ACCESS: Events will be held only between the hours of 8:00 a.m. and 10:00 p.m. at a scheduled time on a scheduled day. The building and grounds at 24 East Church Street, Frederick, MD are part of a historic property in an urban residential neighborhood. Therefore, the Renter agrees and is responsible for maintaining an acceptable standard of behavior for himself/herself/itself, as well as his/her/its agents, employees, contractors, guests, or other persons. Unlawful, offensive or dangerous behavior and/or noise will not be tolerated. The Historical Society of Frederick County (the “Society”), through its authorized agent, reserves the right to determine acceptable levels of behavior and/or noise on its property at all times.

An authorized agent (usually a staff member) of the Society must be on the premises for the entire event, including set-up and clean-up. The Society’s authorized agent will open and close the property, provide direction regarding use of the property and provide direction in case of emergency. Further, the Society’s authorized agent is the final arbiter of all questions regarding the use of the property before, during, and after the event. Changes requested by the Renter not in violation of these guidelines may be made at the discretion of the Society’s authorized agent. The Society’s authorized agent may, at his/her discretion, terminate the event at any time if the Renters, his/her/its authorized agents, employees, contractors, guests, or other persons are in violation of the Rental Agreement or Rental Guidelines or if, in the opinion of the Society’s authorized agent, any portion of the property necessary for the intended use has become unsafe or unsuitable for such use.

Use will be limited to the day and times agreed upon in the Rental Agreement. Guest access is limited to the pre-designated areas of the property. Access for drop-offs will be provided prior to the set-up time only with prior notification and agreement. Additional fees will be assessed for events which exceed the agreed upon timetable as stated in the Rental Agreement. Access for rentals is through the west-facing garden gate only.

Rental includes access to first floor restrooms in the main building. Use of other areas of the building and property for any reason, unless otherwise agreed upon, is strictly prohibited.

• GUESTS: The Rental assumes responsibility for the behavior of event guests and for the consequences of that behavior while on the premises. The Renter agrees to hold the Society harmless for loss or damage to guests or their property while on-site.

• CATERER: The Renter is responsible for providing any and all tables, chairs, linens, glasses, silverware, food, beverages, flowers, entertainment, and any other items necessary for the event. If the Renter utilizes the services of any contractor, volunteers, or hired help, including but not limited to a licensed caterer, the Renter assumes all responsibility for their conduct and any damage to or loss of the building, its contents, or grounds and any personal injury incurred by such contractors, volunteers, or hired help. The Society reserves the right to refuse access to any caterer not mentioned in the Rental Agreement and agreed upon prior to the event.

• TENTS & FIXTURES: The Society, through its authorized agent, reserves the right to determine the placement of tents, canopies, bandstands, dance floors, tables, chairs, and any other fixtures that may be used before, during, or after the event. Further, the Society may determine the placement of any musical entertainment, sound system, speakers, or other related equipment. All rental items must be removed from the premises at the conclusion of the event unless their overnight storage has been pre-approved by Society staff. The Society is not liable for any rental items left overnight, whether agreed to or not.

• FOOD & BEVERAGES: No food or beverages are permitted in non-designated areas of the museum at any time. Kegs are not permitted on Society property. The serving or consuming of any alcoholic beverages by persons who have not reached the legal age of twenty-one is strictly prohibited and will not be tolerated. The caterer and/or client assume responsibility and liability for illness resulting from the serving of food and drink at the Society’s property and will hold the Society harmless in all respects. It is the responsibility of the caterer and/or client to comply with all applicable Health Department regulations.

• PHOTOGRAPHY: Photography for the event is permitted in designated areas only. Photography in the museum galleries is strictly prohibited.
• **MUSIC:** The volume of music (DJ, band, etc.) should be reasonable and may be regulated by the Society.

• **SMOKING:** The Society’s property is smoke-free. Smoking is prohibited in the building, on the porches, in the garden, and in the parking areas. Smoking refuse may result in the forfeiture of the security deposit.

• **USE OF SOCIETY PROPERTY:** No furnishings, materials, objects, or material belonging to the Society may be used for the event unless agreed upon in advance. Further, no furnishings, materials, objects, or material belonging to the Society may be moved except with the approval and under the supervision of the Society’s authorized agent. This includes rented items including, but not limited to, the sound system and garden canopies. Any such material, objects, or equipment must be returned to their original locations. Under no circumstances are masonry fixtures or plant materials to be moved. Care must be taken with rented equipment belonging to the Society, and the Renter assumes all responsibility for any damage to or loss of such equipment or other items. Damage to or loss of Society property as a result of or during the event will result in forfeiture of the refundable security deposit and may result in the assessing of additional charges to the Renter by the Society.

• **DECORATIONS:** No tacks, staples, tape, or glue may be used to attach decorations or other items to the building, catering shed, brick wall, fencing, trees, shrubs, or other structures or plant material. Decorations may be affixed to the trellised arbor or fencing with string. Confetti and glitter are not permitted. Location and appropriateness of all decorations may be determined by the Society’s authorized agent. All decorations must be removed completely immediately following the event.

• **PETS:** No pets or other animals are permitted on Society property at any time for any purpose (service animals exempted).

• **GAMBLING & ILLEGAL ACTIVITY:** Gambling is not permitted on Society property. Illegal activity of any kind is strictly prohibited.

• **OPEN FLAMES:** Open flames or any fires (including candles) are not permitted in the building. Outdoor use of candles must be pre-approved and must meet local fire code standards and restrictions.

• **LOSS OR THEFT:** The Society is not responsible for the loss or theft of any personal or professional property belonging to or used by the Renter, his/her/its authorized agents, employees, contractors, guests, or other persons.

• **CLEAN-UP:** The Renter is responsible for leaving the Garden, restrooms, restroom access area, catering shed, kitchen and parking area in a clean and orderly fashion, including but not limited to any necessary sweeping and mopping. All garbage and waste material will be bagged and removed from the property immediately following the event by the Renters or his/her/its caterer. Under no circumstances may trash be left on the Society’s property following the event. Further, all equipment or other items brought or leased by the Renter not belonging to the Society must be removed from the property immediately following the event. The Renter assumes all responsibility for items not belonging to the Society that are brought onto Society property. Failure by the Renter to remove all garbage, waste, equipment or other items not belonging to the Society immediately following the event will result in forfeiture of the security deposit. It may also, under some circumstances, result in the assessing of additional charges to the Renter by the Society.

• **PARKING:** The Society owns a limited number of marked parking spaces along the outer garden wall. Free and metered public parking is available along Church Street and in the nearby parking garage on Church Street. Parking may be available during certain hours on certain days in the lot leased by the County adjacent to the Society’s property. The Society may make its parking area available to the Renter if requested in advance. Otherwise, no guarantee of parking is made or implied. The Society takes no responsibility for securing or guaranteeing parking. The Society assumes no responsibility for any vehicle damage or theft on or off Society property, nor does it assume any responsibility for any traffic or parking fines incurred by any vehicle on or off Society property. In the spirit of cooperation and good relations with the City of Frederick and neighbors to the Society, the Renter is expected to abide by any and all parking signs and regulations.

• **VIOLATION OF GUIDELINES:** Violation of these Rental Guidelines may result in the forfeiture of the refundable deposit and/or cancellation of the event without penalty to the Society. If the event is cancelled due to violation of these Guidelines or the Rental Agreement, any rental fees paid are not refundable. Further, the Renter must pay any additional charges or fees charged by the Society for services, materials, or equipment provided, damage to or loss of Society property resulting from or during the event, and any legal fees incurred by the Society in its effort to seek payment or responsibility from the Renter.

• **ACKNOWLEDGMENT OF GUIDELINES:** The Rental Guidelines are part of the Rental Agreement. The Renter must abide by these Guidelines and any other rules and regulations set forth by the Society or its authorized agent. Signing the Rental Agreement acknowledges that these guidelines have been read, understood, and accepted.