

# Carlyle House Historic Park

#### CEREMONY-ONLY RESERVATION OF CARLYLE HOUSE HISTORIC PARK

Thank you for choosing Carlyle House Historic Park, a property of NOVA Parks, to host your upcoming event. This document includes Carlyle House's Rental Agreement and Guidelines for your event. Please read these documents carefully and familiarize yourself with the site's requirements.

If the Rental Agreement and Guidelines are acceptable, please initial each page and sign the final page. Please return the signed agreement and the required deposit to the museum office by the due date. We require a copy of your valid driver's license as proof of residency. If you prefer, you may meet with a member of the museum staff to sign the contract and pay your deposit in person. If that is your choice, please contact the museum as soon as possible to schedule that meeting. We will return a copy of the fully executed contract to you for your records.

We look forward to working with you. Please do not hesitate to contact our Rental Supervisor or me with any questions you may have.

Sincerely,

Susan Hellman Site Manager carlylerentals@nvrpa.org



## **Carlyle House Historic Park**

# **Ceremony-Only Rental Agreement and Guidelines**

Carlyle House has hosted and witnessed much of the area's history, and Nova Parks encourages the public's use of the site. The policies and guidelines set forth in this agreement reflect the importance of protecting this historic property. Please assist us with your thorough understanding and cooperation.

The Renter, \_\_\_\_\_\_, whose signature is affixed below, is solely responsible for compliance with *all* conditions of the Rental Agreement and Rental Guidelines.

- 1. Carlyle House has the right to refuse, cancel or amend this Agreement for reasonable cause, and upon exercise of that right, the Renter agrees Nova Parks shall not be liable for any damages, refund of investment, and/or any payments other than deposits advanced to Nova Parks.
- 2. The areas to be occupied by the Renter are defined as the garden, lawn and Magnolia Terrace and museum restrooms. The Renter is not permitted in museum period rooms. All other areas are designated as public areas or restricted for authorized staff use. If the rental period takes place when the museum is open to the public, the Renter will have exclusive use of either the front lawn OR the back garden and Magnolia Terrace.
- 3. Carlyle House will not accommodate storage before or after the rental period. The Renter agrees that the grounds may not be occupied by the Renter, guests, other outside services, or vendors except during the contracted hours, and that a fee will be deducted from the security deposit for early arrivals or late departures. This includes not only the defined areas, but the property itself.

#### 4. Payment

- a. The rental date is secured when the rental contract is approved and signed by the Renter and Carlyle House Site Manager or staff and after full payment is made. The Renter must provide one hundred percent (100%) of the rental fee plus the state sales tax (6%) and the \$500 security deposit upon signing this Rental Agreement. Payment may be made by check or credit card. **The security deposit does not apply towards the rental fee**.
- b. In the event that the Renter cancels the reservation 6 months or more prior to the rental date, the entire deposit is refundable, less a \$250 administrative fee. In the event that the Renter cancels the reservation *less* than 6 months prior to the rental date, all payments are forfeited with the exception of the security deposit (\$500). In the case of the latter circumstance, if the canceled rental date is rebooked, all payments will be refunded, less a \$250 administrative fee.
- c. If the Agreement is terminated as aforesaid, or for any reason or cause whatsoever as elsewhere provided in the Agreement, all rights of the Renter therein shall be forfeited without any claims for damage, compensation, refund of deposit or any other payment whatsoever, unless otherwise stipulated herein, against Carlyle House, Nova Parks, its officers, employees or agents.
- d. Performance of this contract is contingent upon the ability of Carlyle House to complete the same. Carlyle House is not liable for the failure to complete this

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contract due to strikes, labor disputes, accidents or any other causes beyond the control of Carlyle House preventing or interfering with performance. Carlyle House reserves the right to cancel the contract without notice and without liability in the event of breach of the contract by the Renter, when the rules are not observed, or when functions are of a nature not acceptable to Nova Parks.

- e. Carlyle House retains the right to apply the full security deposit, or any portion thereof, toward recovery of damages for any breach of this Agreement.
- f. The security deposit shall be refunded to the Renter within thirty (30) days after the rental date, provided the Renter meets all obligations stated herein. The Renter is responsible for notifying Carlyle House of any change of address, as any refund will be mailed to the address on the Rental Agreement. The Renter will be charged a \$25 fee for returned checks.

### 5. Special Considerations for the Facility:

- a. The Renter must confer with Carlyle House staff and submit a completed Final Details Sheet at least thirty (30) days in advance of the rental date to confirm all details.
- b. The Renter agrees to comply with a **limit of 100 persons** for this event.
- c. It is understood that the Renter expressly agrees to indemnify and hold harmless Nova Parks, Carlyle House, its officers, directors, servants, agents, and employees ("the releasees") from and against any and all claims, demands, actions, causes of action, damages, liabilities, and expenses arising out of the operation of this agreement, and/or the conduct of this event, except for "the releasees" own negligence or intentional acts.
- d. Carlyle House assumes no responsibility for personal property.
- e. Carlyle House staff will be present during all rental hours and shall have sole authority at all times regarding the park property.
- f. No portion of this contract may be reassigned to another party without the explicit written agreement of Nova Parks.
- g. In the event of any breach of this agreement, Nova Parks shall be entitled to recovery of its costs, including reasonable attorney fees, incurred in the enforcement of Nova Parks' rights herein.

#### 6. Rental Period

a. Carlyle House Historic Park is available for ceremony-only rentals seven days a week for a two-hour block of time. The site will be available for the contracted hours of the rental period only. All decorating, deliveries, set-up, and clean-up must be within the rental period. A fee will be deducted from the security deposit if outside services arrive before or remain at Carlyle House past the contracted hours. In cases of rental period violations, the security deposit could be forfeited. We recommend scheduling your ceremony to begin at least one hour after your rental period begins in order to allow time for equipment deliveries and set-up.

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- b. Deliveries and pickups must be **within the rental period**; if this is not possible, the Renter must secure advance permission from the Site Manager or staff. Carlyle House does not supply a storage room. Carlyle House staff is not responsible for any outside property or rental equipment brought in for your event. Carlyle House will not be responsible for personal property lost, stolen, or left on the premises.
- c. One additional hour beyond those contracted may be reserved with the approval of the Site Manager or staff. *Advance* payment of \$250 plus tax is required. We recommend an additional hour for a large, multi-faceted event.
- d. If the Renter requires a specific time and exclusive use of the site for a rehearsal, a separate contract for the rental period is necessary.
- e. Chairs may be delivered <u>only</u> during the rental period. They may be picked up the next day if prior arrangements are made with the Site Manager or the Site Manager's representative. Chairs must remain on the Magnolia Terrace or to the side of the house in the alley at the Renter's risk.
- 7. Food and Beverage Policy: **No food or beverages allowed except for bottled water**. We strongly recommend bringing bottled water for guests in the hot summer months. Carlyle House does not provide coolers, refrigeration or tables for this purpose.
- 8. Event Set-Up and Decorations.
  - a. Absolutely no amplified music is allowed in the house, yard, or on the Magnolia Terrace. This includes stereos, electric pianos, or any other instruments or equipment which requires a microphone, speaker, batteries, or are plugged into an electrical source. The site does permit iPhone/iPad docking stations. Carlyle House is located within a residential area and is subject to City noise ordinance control.
  - b. No signage, objects, furniture or outdoor decorations belonging to Carlyle House Historic Park may be moved or used without the approval of the Manager or the Manager's designated representative. The Renter is responsible for seeing that all participants at the event do not move or use any objects or furniture belonging to Carlyle House Historic Park. No exhibit, room display, or any other presentation inside or outside the museum may be dismantled, rearranged, or moved, including but not limited to the British flags displayed in March or April and black drapery displayed in October. The Magnolia Terrace is tented from late March through early November.
  - c. All decorations must be approved in writing in advance by the Site Manager or staff. Decorations are not allowed on the walls. The use of tape, tacks, glue, or nails to attach decorations is prohibited. If any of these items are used, your security deposit will be forfeited. All decorations must be removed and the property surrendered in the same order and condition as it was received.
  - d. Clean-up is the responsibility of the Renter and failure to do so could result in forfeiture of the \$500 security deposit. All steps on the "Checklist for Clean-Up" must be completed by the Renter or designated representative to the satisfaction of the Carlyle House staff member in charge. After its completion, the Checklist must be signed by the Renter or his designated representative and signed by a Carlyle House staff member.

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- e. Open flames are not permitted unless used for ceremonial purposes only and any candle usage must be approved by the Site Manager. Cost for damage due to candle use will be assessed to the Renter. Locations of candles must be approved by staff. Use of fireworks of any kind is strictly prohibited.
- f. Only natural bubbles may be used outside. Rice, bird seed, silk flower petals, and confetti are prohibited. The release of balloons in the park is prohibited.
- g. **Smoking is prohibited in the park**. Guests must be advised that they must use the City/public sidewalk or parking lot for smoking.
- h. Chairs and people are prohibited in the garden beds.

#### 9. Museum Usage

- a. Carlyle House does not have any dressing area. Brides and other members of the wedding party must dress elsewhere prior to arrival.
- b. Ceremony-only rentals are permitted during hours when the museum is open to the public. Therefore indoor pre-ceremony waiting areas are not guaranteed and wedding parties should make arrangements to congregate elsewhere prior to the ceremony.
- c. Carlyle House has no storage area for gifts. Any gifts brought to the event are the responsibility of the Renter. Carlyle House assumes no liability for missing or lost gifts.

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## **ACKNOWLEDGMENT**

I have received and reviewed a copy of the "Carlyle House Historic Park Rental Agreement and Rental Guidelines" and agree to abide by all rules, regulations, policies, and procedures therein.

Rental Date /	Hours:		
Renter / Even	t:		
Rental Fee/Fo	orm of payment:		
By:	Renter	Date:	
Address:			
Phone:		E-mail:	
Accepted for	Nova Parks:		
By:	Site Manager	Date:	
Notes:			

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