128 North Main Street, Elizabethtown, KY 42701 (270) 765-2515
info@brownpuseyhouse.org http://www.brownpuseyhouse.org

# Brown-Pusey House Rental Agreement

_____
**Event Date**

The undersigned "Renter" desires to rent the specific facilities or portions thereof of the Brown-Pusey House and hereby agrees to pay the rental fees plus sales tax designated in accordance with the terms of this Rental Agreement.

**Renter Name:** _____

**Renter Address:** _____

**Renter Email Address:** _____

1. **Facilities:** The Facilities of the Brown-Pusey House included in this rental:

☐ Cunningham Garden

☐ Downstairs ballroom, kitchen, bathrooms, and dining room.

☐ All facilities (excluding office area; including Poplar Suite and Cunningham Garden)

☐ Poplar Suite

2. **Rental Date/Time:** The period of time the Renter may use the facilities is:

_____ to _____.

3. **Facility Use:** The all-inclusive price listed in this agreement includes:

a. Use of the facilities specified, tables, and chairs.

b. Security personnel.

c. Non-refundable deposit.

4. **Deposits:** The following deposits must be paid at the time of signing the contract:

☐ Brunch/Luncheon Rental Non-Refundable Deposit $100.00; Refundable Damage Deposit $100.00.

☐ Half-Day Rental Non-Refundable Deposit $250.00; Refundable Damage Deposit $200.00.

☐ Full-Day Rental Non-Refundable Deposit $300.00; Refundable Damage Deposit $300.00.

☐ Poplar Suite Half-Day Rental Non-Refundable Deposit $100.00; Refundable Damage Deposit $100.00.

☐ Poplar Suite Tavern Rental Non-Refundable Deposit $50.00; Refundable Damage Deposit $100.00.

☐ Photography Rental $25.00.

☐ Recurrent Meeting Rate: _____.

5. **Total Rental Fee (includes applicable sales tax):** _____.

6. **Remaining Balance:** The remaining balance of _____ must be paid one month in advance of the event on: _____. For reservations made within one month of the event, the full amount is due at the time of reservation. Failure to pay the balance or deposit in accordance with this contract will result in cancellation of the agreement.

Amount Paid: _____ Date: _____ Remaining Balance: _____
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7**. Renter Cancellations:** The non-refundable deposit is not refundable under any circumstances. If a Reservation is cancelled by the Renter less than one month before the reservation date, only one half of any balance paid will be refunded.

8. **Weather Cancellation/Force Majeure.** The rental will generally go forward, rain or shine. However, BPH reserves the right to cancel the event due to weather conditions that are deemed to create a hazardous and dangerous situation in BPH's sole and absolute discretion.

a. Inclement or severe weather conditions that may trigger this clause include, but are not limited to:

(1) High winds (sustained winds over 35 m.p.h.) if BPH supplies are utilized in the Cunningham Garden or if a tent is erected by Renter.

(2) Excessive rain, snow, or ice.

(3) Lightning (if BPH supplies are utilized in the Cunningham Garden or if a tent is erected by Renter).

b. In the event that BPH cancels the rental invoking this clause of the agreement, Renter will receive the following:

(1) Rebooking at the same rate for an alternate date or time when the inclement weather has passed.

(2) Refund of the balance paid to-date, less the nonrefundable deposit.

c. BPH will notify the Renter of the weather cancellation as soon as practicable when there is a high likelihood of inclement weather. BPH will utilize the phone number for the signatory on this Rental Agreement.

9. **Parking:** BPH does not provide parking spaces, however, a City parking lot is nearby.

10. **Facility Rented in As-In Condition:** Facilities are leased in "as-is" condition, and the BPH shall not be responsible to Renter's guests for injuries to persons or property or for theft of property brought onto the premises.

11. **Hold Harmless and Indemnification:** BPH shall not be responsible for any act of the Renter, Renter's guests, agents, or employees. Renter does agree to hold BPH, its Directors, Officers, and Employees harmless and to indemnify and defend the BPH from any and all claims, actions, suits, or demands of whatever nature may arise, directly or indirectly, from Renter's use of the premises. Renter further agrees that BPH shall not be liable for any claim, counterclaim, subrogation, interest or any other demand that may arise, directly or indirectly, from the Renter's use thereof.

12. **Supplies:**

a. Supplies Available: Renter has access to approximately 95 dark brown padded chairs, 35 white folding chairs, 12 square card tables, 15 six-foot tables, and 2 eight-foot tables.

b. Supplies and/or materials in the closets, cabinets, offices, or reading room are not to be used by the Renter or Renter's guests.

13. **Number of Guests:** Renter expects there to be _____ guests. No more than 300 persons may occupy the facility at any one time. Renter must comply with the capacity limitations as follows:

a. House and Garden: 300

b. Ballroom with Chairs Only: 100

c. Ballroom with Tables and Chairs: 65

d. Poplar Suite: 36

14. **Noise:** Noise must be kept to a minimal amount, for the courtesy of BPH's neighbors. No outdoor music is permissible after 10:00 p.m. Renter is required to follow all City of Elizabethtown noise ordinances in effect at time of rental. Renter will be given one warning; however, if the noise persists, BPH will take appropriate action to include notification of law enforcement or ending the Rental immediately.

15. **Alcoholic Beverages:**

a. Alcoholic beverages shall only be permitted on the premises if the Caterer or individual serving alcohol complies with all laws and regulations of the Commonwealth of Kentucky and the City of Elizabethtown.

b. Renter shall be responsible for the actions of Renter's guests in consuming alcoholic beverages and shall hold BPH, its Directors, Officers, and Employees harmless from any liability as a result of such actions. Renter also holds the BPH, its Directors, Officers, and Employees harmless of any liability as a result of the serving of such alcohol by the caterer or the Renter. Renter further agrees to indemnify the BPH, its Directors, Officers, and Employees for any costs incurred of any nature whatsoever if a claim is brought regarding the serving or consumption of alcohol.

c. A cash bar or any sale of alcohol requires renter to obtain the proper liquor licenses from both the Commonwealth of Kentucky and the City of Elizabethtown.

d. All alcoholic beverages must be consumed within the confines of the BPH or the Cunningham Garden. If guests are seen with alcoholic beverages in the street, on the sidewalk, or in the City or private parking lots, they will be given a warning. If Renter or its guest fail to comply, further action will be taken to include notification of law enforcement or immediate termination of the rental.

16. **Additional Restrictions:**

a. Renter must only utilize dripless candles or votives. All candles must be in a glass hurricane or similar covering to prevent fire.

b. Renter shall ensure that no guests tamper with any accessories belonging to the BPH, including, but not limited to lamps, pictures, books, large furnishings, light fixtures, the piano, and any other décor.

c. Children must be supervised at all times by a parent or other adult.

d. Renter must cover all wood furnishings and tables with appropriate coverings when in use by the Renter. (For example, a suitable tablecloth).

e. Coolers or ice containers must be kept in the kitchen area or on paved areas of the garden.

f. Decorations may not be attached to the furniture, walls, or ceiling of BPH. All decorations from the event must be removed at the end of the rental period.

g. No rice, confetti, or birdseed will be permitted on the premises. If any of these items are brought onto the premises, a $50 damage fee will be assessed.

h. Only natural flower petals may be used in Cunningham Garden.

i. If garden furniture is moved, it must be returned to its original location.

j. Excessive trash or broken glass in the garden or parking area will result in a $100.00 damage fee assessment.

k. Smoking is not allowed inside the BPH. Cigarette receptacles are available at designated areas throughout the garden.

l. The piano cannot be moved from its current location. If the piano is moved, a damage fee of $250.00 will be assessed.

m. November and December Rentals. All renters shall be advised for the period of November 1 – January 1, the House will be decorated for the holidays. Additionally, Christmas Village will be setup in the Cunningham Garden for part or all of this period. Indoor decorations include a 9' tall Christmas tree in the ballroom (may not be moved). No Christmas decorations may be moved without specific approval by BPH as denoted in writing.

17. **Damages:** Renter acknowledges that damage fees will be assessed for all damage to real property, fixtures, furniture, or any part of the facility. This amount will be deducted from the refundable damage deposit paid prior to rental.

18. **Clean-Up Requirements:**

a. Renter is responsible for removing or disposing of all items Renter brought into the facility.

b. Renter must remove all trash from floors and place all debris in plastic trash bags, then place in the trash cans outside.

c. Tables and chairs must be cleared and returned to the storage area. If the tables and chairs are not returned, an additional $50.00 fee will be assessed. Tables and chairs cannot be dragged and must be lifted.

d. All trash and food shall be removed from the kitchen and counter space.

e. Any rental items brought to the premises must be removed promptly after the event unless special arrangements for a later pick-up have been approved and scheduled with the staff.

**Renter Acknowledgement:** The Renter acknowledges that he or she has read this agreement in its entirety. Renter is over 18 years old. Renter is authorized to sign on behalf of the entity (if applicable). Renter acknowledges that Renter and all guests will abide by all terms and conditions contained in this agreement. Renter must ensure vendors and caterers have a copy of and understand these rules.

I have read and agree to the terms as state in this agreement.

_____ _____

Renter Name (Print) (Date)

_____ _____

Signature Phone Number