

The History Center
302 East Berry Street
Fort Wayne, IN 46802
(260) 426-2882 x308

FACILITY RENTAL INVOICE AND AGREEMENT

Date of Event: XXXXXX, XXXXX Event Time: XX to XX
Organization: XXXXXXXXXXXXXXXXXXXX
Contact Name: XXXXXXXXXXXXXXXX
Address: XXXXXXXXXXXXXXXX
XXXXX, XX XXXXX

Telephone: (XXX) XXX-XXXX
Email: XXXXXXXXXXXX

Type of Event: XXXXXXXXXXXXXXXX

Number of guests attending: XXXXX

Table with 4 columns: AREAS RESERVED, RATE, TOTAL, FEE. Rows include Security Fee, Round Tables Fee, Dance Floor Fee, Pipe and Drape Fee, Cleaning Deposit, and TOTAL RENTAL FEE.

Please make payable to: History Center
Please send: Attn: Events Coordinator
302 East Berry Street
Fort Wayne, IN 46802

DEPOSIT IS DUE WITHIN 14 DAYS OF RECEIPT OF THIS AGREEMENT

BALANCE IS DUE by XXXXX*

Additional day-of-event time in the Museum will be billed to you at the rate of \$XXXXX/hour.

*Balance not paid in full by the due date may result in loss of the venue and deposit (see conditions #22 and #23.) Balance due amount may not necessarily include additional to be determined fees for tables, pipe and drape, etc.

Museum equipment and furniture usage will be determined based on the size and location selected for your event. When available these items are included in the rental fee. However, if the item you require is not available, it will be the responsibility of the rental applicant to rent the equipment from a museum approved rental contractor.

Thank you for supporting the History Center!

The mission of the History Center is to serve present and future generations by collecting, preserving, and sharing historic artifacts, documents, and images that describe the people, places, and events that define Fort Wayne and Allen County history. As a museum and a historic building, the History Center has a unique character all of its own for you to explore. You and your guests will discover exhibits placed throughout the building, possibly including the rental spaces. Please remember to take these fixtures into consideration when planning your event decor.

Conditions of the Rental:

1. It is the responsibility of the clients to communicate to their guests the policies contained within this agreement. *Initial* _____
2. The Museum staff shall have access to all areas occupied by the renter. A uniformed security officer will be on duty for events of 100 or more or when alcoholic beverages are being served, at an additional charge of \$40.00 per hour in the form of a security fee. Additional fees (for additional rooms, times, or special accommodations) may apply. No refunds for unused security fees. *Initial* _____
3. The Museum encourages integration of the exhibits into the program of the renter. All exhibit areas will be open during rental events. The Museum Store may be open, depending upon the nature and time of the rental event. Historic interpretive tours, customized presentations and exhibits may be arranged for group functions at an additional fee. Advance notice is required for these specialty items. *Initial* _____
4. Unless it is specifically agreed and stated, any organizations, businesses, groups, etc renting the facilities cannot state or imply that the History Center is a partnering or supporting entity. *Initial* _____
5. As a historical building, The History Center may require repairs to the facility to maintain its historic integrity. Also, as a museum, The History Center is periodically involved with certain special community educational programs. Museum staff will notify the client of any work or programming that will impact the event date as soon as possible. *Initial* _____
6. Although the Old City Hall Building has a modern HVAC system, it is a historical structure and difficult to heat and cool in certain areas when it is particularly warm or cold outside. This is especially challenging in the Old City Courtroom and Council Chambers. *Initial* _____
7. Special exhibit cases, displays and artifacts of varying sizes may be located around the walls of the rented spaces. These may be concealed by the client with museum provided equipment (pipe and drape) at a rate of \$10 per unit or, if the client wishes to provide the equipment, with museum approved equipment. Clients must view the spaces at least 48 hours in advance of their event to make these arrangements. *Initial* _____
8. Private rentals of portions of the facility do not extend to otherwise publicly accessible areas. If the event occurs during regular or extended museum hours, museum visitors will have the right of way at all times to exhibits, entryways, hallways, restrooms, exits, elevator, etc. *Initial* _____
9. No smoking is permitted within the Museum. Food and beverages are not allowed within the Museum exhibit areas or on cases. No weapons (except for authorized security personnel) and no pets (except for service and comfort animals) permitted within the Museum or on premises. Children should be supervised by an adult at all times. We request that children refrain from running and/or jumping on the staircases and limit the use of the elevator to accessing the second floor. *Initial* _____
10. Parking at the History Center is limited to marked museum visitor spaces in the lot on the east side of the building during weekday business hours. Parking in the east lot and street spaces are usually free evenings and weekends, but it is the responsibility of the client to secure adequate parking for their guests. *Initial* _____

11. The History Center has a limited supply of rectangular tables and folding chairs available for clients to use at no additional charge. Round tables may be rented from the Museum at a rate of \$5 per round table. If the client needs or desires additional equipment, a Museum approved rental company must be used. The client/caterer will also coordinate the rental of any additional equipment needed for the setup of the event. The final equipment and furniture setup information is due at least 30 days before the rental event. No refunds for unused equipment or furniture. *Initial* _____
12. The History Center cannot accept responsibility for items delivered or stored on behalf of the client. The client/caterer must provide his own dollies or carts. History Center staff will not be available to load or unload items for client/caterer. *Initial* _____
13. All decorating plans must be approved by museum staff 30 days prior to the event. The use of confetti, glitter, rice, birdseed or rose petals is prohibited. The client/caterer is not allowed to attach decorations to walls, ceilings, floors, woodwork, equipment, furniture or other History Center property, inside or outside the building. Adhesives, tape and staples are expressly prohibited. Candles in fire/shatter proof containers are permitted in the public rental spaces, but open flames are not permitted anywhere in or around the Museum. Foam machines, bubble machines or fog machines are not allowed. Balloons are allowed only if securely weighted down. Client is responsible for retrieving loose balloons. History Center property is not to be moved by client. *Initial* _____
14. If food or beverages are to be included in the rental event, they are the responsibility of the rental client, who will contract with a museum-approved, licensed caterer. Other than wedding cake, no food or beverages may be brought in by the client or guests. *Initial* _____
15. Any alcohol served (whether purchased or given freely) must be served through an entity with an applicable liquor license. No private individuals or private bartenders may serve or otherwise distribute alcohol. This policy applies to any event pertaining to the renter for alcohol served anywhere in, on or near the organization's premises. An exception of an extremely limited volume of alcohol used for religious or ceremonial purposes may be allowed, but only with advanced permission. *Initial* _____
16. Before, during and after the event it is the responsibility of the client to prevent any damage to the facility, furnishings, and equipment. An additional \$100 cleaning deposit is required, which may be refunded in whole or part. Additional charges will be assessed for any damage to or cleanup of the facility that is beyond normal wear and tear. On the day of the event it is the responsibility of the client to leave the facility clean. After the event the History Center reserves the right to dispose of any items left on the premises as it deems appropriate after an event. *Initial* _____
17. The time period stated in the contract represents the full rental time, including setup, event and teardown. Additional charges will be assessed for rental time in excess of the time period stated in the contract. Minimum hourly time periods for rentals may apply. All fees must be paid in full for the rental to commence. No refunds for unused rental times. *Initial* _____
18. If alternate spaces or different dates of the facility are used, whether through addition, rescheduling or otherwise, that are different from the originally secured spaces and dates, then the client will be charged for the greater of the two rental fees for the varying spaces. Additional fees for events held during certain peak periods or special events may also be applied to the standard rental fees. *Initial* _____
19. Although the Old City Hall Building has a modern HVAC system, it is a historical structure and difficult to heat and cool in certain areas when it is particularly warm or cold outside. This is especially challenging in the Old City Courtroom and Council Chambers. *Initial* _____
20. The History Center reserves the right to impose any additional rules or regulations, or set up special rental arrangements whether or not expressly provided herein, which the History Center may deem necessary to protect its interests and such rules or regulations shall be binding upon the client. The client is responsible for conveying and ensuring the adherence to all rules and regulations, both described in this document or required in addition to it, to all persons affiliated with their rental. *Initial* _____

- 21. Rental client/Applicant, for itself and its employees, workers, guests and invitees, agrees to indemnify, hold harmless, defend, release and forever discharge History Center and its affiliates and their officers, agents, employees and any person or persons under their control (hereinafter collectively, "Indemnitee"), from and against any and all liability, damages, claims, demands, actions, losses, costs or expenses (including attorney's fees and costs) of any kind whatsoever for which the Indemnitee incurs or becomes obligated or is alleged to be obligated to pay, arising out of or in any way connected with, but not limited to, physical or mental injury (including death at any time resulting there from) or damages to property (including loss of use thereof) if any such physical or mental injury or property damage arose or is alleged to have arisen out of or in connection with Rental client/Applicant's use of the facilities of the History Center, whether or not such injury or property damage was caused or was alleged to have been caused or contributed to, in whole or in part by the negligence of the Indemnitee or by any act or omission of any other entity, and whether or not the Indemnitee may become liable for physical or mental injury or property damage by operation of law or statute. *Initial* _____

- 22. The History Center is not responsible for any injury, loss or damage that may occur to the rental client, any guests or to property from any cause whatsoever, prior, during or subsequent to the time rental client or their guests are attending the Museum rental event. Upon signing this Facility Rental Agreement, the rental client expressly releases the History Center, paid individuals, or volunteers from any and all claims from such loss, damage or injury. *Initial* _____

- 23. Deposit: A 50% deposit is due within 14 (calendar) days of receipt of Facility Rental Invoice and Agreement to hold your date.
 Balance: The balance of the rental fee is due 60 days prior to the event.
 Cancellation: If the event is cancelled 61 or more days prior to the event, the deposit is forfeited and the remaining balance is not due. If the event is cancelled fewer than 60 days prior to the event, the deposit is forfeited and the full balance is due.
 Rescheduling: If you must reschedule your event, please notify the History Center 61 or more days in advance of the event date and an additional rescheduling fee of 25% of the full rental fee will be charged. If you reschedule fewer than 60 days in advance, an additional rescheduling fee of 50% of the full rental fee will be charged. Clients are permitted to reschedule their event one time, after which the rental will be considered a cancellation and the full rental balance will be due. Subject to facility availability, the rescheduled event may take place before 366 (calendar) days after the original rental date. *Initial* _____

- 24. Rental client/Applicant will be in default of this contract for the failure to make the contractual payment amount or cancellation of the contract pursuant to the terms above. If you are deemed to be in default, you agree to pay reasonable collection agency fees, which may be based on a percentage, at a maximum of 33% of the debt, all costs and expenses, interest at the rate of 18% per annum, reasonable attorney's fees and court costs. *Initial* _____

- 25. Terms and conditions of this agreement may be modified in writing only; signed by the Events Coordinator and the rental client named above. *Initial* _____

I HAVE CONSULTED WITH THE EVENTS COORDINATOR AND HEREBY AGREE TO ALL CONDITIONS AND TERMS OF THIS AGREEMENT.

Signature: _____
 Name: _____
 Organization: _____
 Date: _____

Signature: _____
 Events Coordinator
 The History Center
 Date: _____