

THE BRYN DU MANSION
537 Jones Road · Granville, Ohio 43023
FACILITIES RENTAL AGREEMENT

Agreement Date: (today's date)

This facilities rental agreement ("Agreement") is entered into by and between The Bryn Du Commission (the "Mansion") and the person(s) named below ("Client"). By signing this Agreement, Client agrees that all person(s) named herein is/are personally liable to pay for all goods and services as described by this Agreement; and Client acknowledges that he/she has full authority to bind any and all principals named herein.

Client & Function Information

Client: _____ (Authorized party)

Function Type: _____ Approx. # expected _____

Function Name: _____

Function Date: _____ **Function Time(s):** _____

Function Date: _____ Function Time(s): _____

Desired Room(s): _____ Room Rental(s): \$ _____

Desired Room(s): _____ Room Rental(s): \$ _____

Desired Space(s): _____ Space Rental(s): \$ _____

Tent location: (if applicable) _____ Fee: \$ _____

_____ Total Rental \$ _____

Notes Regarding Special Set-up/Removal TBD: _____

Address: _____ City, State, Zip: _____

Telephone: _____ (Cell) _____

Email: _____

Advance Deposit: \$ _____ Date _____ Final payment (due 2 weeks prior) \$ _____

Cleaning/Damage Deposit: (\$200 due 2 weeks prior to event in a separate check) Date paid: _____

Insurance form received _____ or Bryn Du Contracted Caterer _____

Outside Vendors to be used: _____

Initial _____

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GENERAL TERMS, CONDITIONS and POLICIES

1. Client shall use the facility solely for the purpose stated on page one of this document and shall not assign the rights to use the facility to any other person without the prior written consent of the Bryn Du Mansion management. Client is to use only the portion of the facility designated in this Agreement. There are multiple venues on the property which may be rented simultaneously by other groups.
2. The Village of Granville and Bryn Du Commission may require (**mandatory for tradeshow, sporting events and events where alcohol is served**) the Client to provide general liability insurance coverage in the amount of \$1 million dollars. **The Village of Granville, Granville Township and Bryn Du Commission shall be the named additional insured on the policy.** Client shall provide proof of insurance coverage to the Bryn Du Mansion management at least 14 days before Client's use date.
3. It is understood and agreed that the Client shall indemnify, hold harmless and defend the Village of Granville, Granville Township and Bryn Du Commission, its officers, employees, and agents against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys fees which the Village of Granville, Granville Township and Bryn Du Commission, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of Client, his agents, servants or employees, occasioned by the use of the facility.
4. Client may not charge admission to activities except for the benefit of a charity and when prior written approval is received from the Bryn Du management.
5. Games for chance may not be operated resulting in profit for the organizer. This does not preclude non-profit groups from raising monies through such games as long as the proper permits are acquired.
6. Programs, literature, or any publicity of the Applicant promoting its use of the facility shall not identify the Village of Granville or the Bryn Du Commission as a sponsor.
7. The Village of Granville and Bryn Du Commission make no warranties as to the fitness of the facility for a particular purpose and the Client has contracted use of the facility after having the opportunity to examine the same and assumes full knowledge of the same. As an historic property the buildings and grounds at Bryn Du are subject to periodic upgrades, renovations and repairs; consequently, we cannot guarantee that conditions the day of your event will match those of previous visits. Management will do its best to minimize disruptions.
8. The Village of Granville, Granville Township and Bryn Du Commission assumes no responsibility for damage to or loss of any property of Client or others brought into the facility prior to, during or after the Client's use. The Client is responsible for any damage by the Client or the Client's guests.
9. Restitution for any special cleaning needed or damages incurred during use will be the responsibility of the Client. Client hereby places with Bryn Du a security deposit in an amount of \$200. If the facility is returned in the same or better condition, this deposit will be refunded. If the amount of damage exceeds this deposit amount, Client will be responsible for additional balance.
10. **Client is responsible for the cleanup of the facility. The area should be left in the same or better condition as it was found.** A cleaning fee will be charged if necessary and will be deducted from the Deposit, shown in item #9. Animal waste, straw or any other waste materials created as a result of the use of animals at the facility must be completely cleaned up and removed. **(See cleaning guidelines.)**
11. All buildings on the Bryn Du property are non-smoking.
12. Alcohol may be consumed on the premises of the facility only in the portion of the facility designated in this contract and no later than 11pm. Client must apply at Bryn Du Mansion and be in receipt of a Village of Granville Alcohol Use Permit and a certificate of liability insurance must be provided.
13. No vehicles are to be driven or parked on the grass or walkways without approval from the Bryn Du management. If additional parking is necessary, the Client should arrange off-site parking.
14. Client is responsible for providing traffic control for the event. The Village of Granville and Bryn Du Commission reserve the right to require that the Client provide additional police, at the Clients expense, as a condition of approving this contract.
15. It is the Client's responsibility to provide adequate restroom facilities for outdoor events.
16. Firearms are prohibited on the Bryn Du property.
17. **Because of possible conflicts of multiple simultaneous outdoor events, event times must be coordinated and approved.**
18. **Outdoor events must conclude by 10:00 pm per Village ordinance.**
19. **All events must conclude so that all guests are off of Bryn Du property by midnight.**
20. Helium balloons are prohibited in the Bryn Du Fieldhouse as well as suspending anything from ceiling.
21. Fog or smoke machines prohibited on Bryn Du property.
22. Flameless candles only.
23. Glass containers are prohibited on playing fields.
24. Bryn Du promotional photography may include Client function.
25. Event markers/flag stakes must be plastic and must be removed; there should be NO wire or metal stakes of any kind.
26. **As to not disrupt events before and after yours it is imperative to schedule all vendors set-up and removal times with Bryn Du management. Sometimes items may not be delivered early and/or must be removed at specific times day of or day after event.**

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I understand that I am requesting a specific area of public property for the purpose of a public gathering. I also understand that conflicting requests for use are scheduled on a first come – first served basis, considering each on a case-by-case basis. I have been provided a copy of the policy and permit as appropriate and understand and will abide by the terms hereunder as well as Bryn Du rules and guidelines. There are multiple venues on the property which may be rented simultaneously to other groups.

The Mansion assigns rooms based on the number of guests Client anticipates attending the function. Selection of the appropriate room requires consideration of the room capacity, Village regulations, and Client comfort. The Mansion has determined minimum and maximum occupancies for each of its function rooms based on these considerations.

Special arrangements may be made, but must be agreed upon in advance and must be in writing. The Mansion reserves the right to change the reserved function room due to changes in anticipated guest attendance without notice and the Mansion will make “best efforts” to notify Client of this change. Final arrangements including, but not limited to, food & beverage caterers, equipment vendors or other vendors providing services on the Bryn Du property must be confirmed by Client, and such confirmations must be received by the Mansion on or before two weeks prior to event date. All requests including move in and move out times will be strictly subject to availability. The Mansion makes no guarantee to be able to fulfill Client requests after the two week time frame but will make its “best effort” to fulfill Client requests.

The use of tents must be confirmed 120 days prior to rental and outdoor event schedules must be approved. All outside events must comply with the Village of Granville noise ordinance which stipulates: No person shall make, continue or cause to be made or continued, any loud, unnecessary or unusual noise, which is reasonably likely to annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of others or to disturb the peace, quiet and comfort of the neighboring inhabitants within the municipal limits. There will be no disruptive noise, or inappropriate conduct, that will infringe on the reasonable privacy of other individuals.

Outdoor events must conclude by 10:00pm.

Requests for changes to Client function room set-up on the day of the function may result in an additional service charge, subject to deadline and practical possibility. If Client function exceeds the time allotted for the function room as defined by page one of this document, Client may be charged an additional room rental fee at the prevailing room rental rate. However, if the room is to be occupied by a different client at a scheduled time on the same day, then the Mansion reserves the right to waive the additional room rental fee, and to ask Client to vacate the room. This decision is the sole discretion of the Mansion management.

Client cannot hang any items on any walls or ceiling. Additionally, Client accepts all financial responsibility, and agrees to reimburse the Mansion for any and all damage, loss or liability accruing to the Mansion for Client or Client’s guests, or any persons or organizations contracted by Client to provide any goods or services within the Mansion’s property for Client’s function, in the event damage or loss of property occurs during Client’s function, set up and removal. The Mansion will work with Client to provide materials designed to preserve the Mansion’s assets and property, but the lack of provision of these items in no way allows Client to neglect the responsibilities of this paragraph.

Outside Vendors:

If client will be engaging the services of outside vendors on the Bryn Du property The Village of Granville and Bryn Du Commission will require the Vendor to provide general liability insurance coverage in the amount of One Million dollars (\$1,000,000.00). The Village of Granville, Granville Township and Bryn Du Commission shall be the named insured on the policy. The Vendor shall provide proof of insurance coverage to the Bryn Du Mansion management at least 14 days before the Client’s use date. It is understood and agreed that the Vendor shall indemnify, hold harmless and defend the Village of Granville, Granville Township and Bryn Du Commission, its officers, employees, and agents against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys fees which the Village of Granville and Bryn Du Commission, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of Vendor, his agents, servants or employees, occasioned by the use of the facility. The Village of Granville and Bryn Du Commission assumes no responsibility for damage to or loss of any property of Vendor or others brought into the facility prior to, during or after the Client’s use. The Vendor is responsible for any damage by the vendor’s employees. Restitution for any damages incurred during use will be the responsibility of the Vendor and Client. Client hereby places with the Mansion a damage security deposit in an amount \$200. If the facility is returned in the same or better condition, this deposit will be refunded. If the amount of damage exceeds this deposit amount, Client and Vendor will be responsible for the additional balance. Vendor must provide proof of, workers compensation insurance, a food operators license (if applicable), vendor’s license, and proof of general liability insurance.

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The Mansion is a nationally registered historic building, and some areas of the Mansion property are not accessible to persons with disabilities. By signing this Agreement, Client has acknowledged this fact, and has made Client guest arrangements, including Client final guest list, in accordance with this fact. In the event that Client's guest(s) requires mobility assistance as described above including, but not limited to, assistance ascending or descending stairs or any other movements, the Mansion reserves the right to refuse access to these persons. The Mansion has a policy that does not allow any person employed by the Mansion, or any person on the Mansion's property to assist in the transportation of persons with disabilities up or down stairs.

Payment Provisions

General: The Mansion requires that all function charges be paid for by Client, or by an authorized representative, as described below. Damages, or agreed upon extra charges incurred, will be due within 15 days of event. The Mansion accepts U.S. cash tender, business and personal checks. Invalid checks will result in a \$50.00 service fee in addition to the function charges for processing.

Advance Deposits: Client agrees to pay to the Mansion advance deposits, to guarantee Client function. **The Advance Deposit will not be less than one half of the total rental and is non-refundable.** The Mansion will consider any Client function without a confirmed Advance Deposit as "not guaranteed," and Client function will be subject to automatic cancellation without notice to Client. Requirements for the Advance Deposit by function type are as follows:

Social Client: Social Clients will be required to pay two (2) advance payments. The first advance payment for a Social Client is one half of the total rental, as determined by the Mansion, and must be received by the Mansion no more than three (3) days after the signed date of this Agreement. **This first advance payment (deposit) amount is non-refundable.** The Mansion reserves the right to release the function space if this payment is not received within that 3 day time frame. The second payment for a Social Client will be equal to the total remaining estimated value of Client function minus deposit and will be due to the Mansion at least two (2) weeks in advance of Client function date. The second payment is non-refundable once received by the Mansion. The Mansion reserves the right to release the function space and cancel the function if the second advance payment is not received from Client as required by this provision.

Corporate Client and Tax-Exempt & 501 (C) (3) Client: Corporate Client and Tax-Exempt 501 (C) (3) Clients are required to pay one advance deposit, which is one half of the total rental, as determined by the Mansion. The Mansion must receive this advance deposit no more than ten (10) days after the signed date of this Agreement. The Advance Deposit amount is non-refundable in any case. The Mansion reserves the right to release the function room if Advance Deposit is not received from Client within that 10 day time frame. Total remaining estimated value of Client function, minus deposit, will be due to the Mansion on day of event. The Mansion will assume that Client is a 501 (C) (3) organization, and if Client is to be recognized as such under federal law and regulations, Client must provide the Mansion with proof.

Disputed charges: Any charge that Client feels is in error or for which Client requires additional documentation; payment will be made as follows: The Mansion must be notified of any reasonably disputed charges immediately upon receipt of bill. Notification should detail the charges, which are reasonably disputed. Payment for undisputed charges will remain subject to the Mansion's applicable payment policy. Upon receipt of written disputed charges notification, the Mansion will research the claimed dispute and respond with appropriate documentation and explanation of charges due, or notice of corrections made to the account, as appropriate.

Cancellation: In the event that Client chooses to cancel Client function after this Agreement is signed and before the function date, certain cancellation charges will apply. Cancellation charges will be based upon cancellation date, the original agreement page one information, and date that this Agreement was signed by Client. All cancellation notices must be made in writing and cancellation will not occur until written notification is received. Cancellation charges will apply to all Client types. The calculation of cancellation charges is based on the days before the function date. Cancellation fees are stipulated below. **The advance deposit payment amount is non-refundable.**

If Cancellation occurs on or between the Function date and thirty (30) days prior to function date: Cancellation Charges are 100% of Client function charges as determined by agreement page 1.

If Cancellation occurs on or between thirty-one (31) days prior to Client function date and ninety (90) days prior to Client function date, cancellation charges are 50% of Client function charges plus all advance deposits as determined by agreement page 1.

If Cancellation occurs more than ninety-one (91) days prior to Client function date and after this Agreement is signed, cancellation charges are all advance deposits determined by agreement page 1.

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MISCELLANEOUS

Entire Agreement: This Agreement, together with any Supplemental Event Riders executed by the parties, includes the Terms and Conditions, and all exhibits and function information which are incorporated herein by reference. All function information sheets are considered exhibits to this Agreement. Client and the Mansion agree that this Agreement and any Supplemental Event Riders executed by the parties constitutes the complete and entire agreement between Client and the Mansion, and there are no oral or unwritten agreements regarding the Mansion's services to Client. However, upon approval of the Mansion, the Mansion and Client may enter into a written Addendum to supplement or amend this existing Agreement.

Notices: All notices required or permitted under this Agreement shall be in writing, unless other specified, and sent by U.S. Mail, Certified, Return Receipt Requested, postage prepaid, standard overnight delivery, or facsimile transmission to the parties at the addresses or facsimile number provided in the Agreement. Notices shall be deemed to have been received on the earlier of the date of actual receipt of (i) three (3) business days after deposit in the U.S. Mail, or (ii) if sent by overnight delivery, one business day after the date mailed, or (iii) if sent by facsimile, the date transmitted by such party.

Attorney's Fees: If either party commences an action to enforce any provision hereof, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Counterparts: This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement binding on all parties hereto. Execution of this Agreement and delivery of such executed copy to the other party by facsimile, shall bind such party in the same manner as delivery of the originally executed Agreement.

Limited Liability: Notwithstanding anything contained herein to the contrary, the maximum liability of the Mansion for direct damages in connection with any claim arising out of or related to this Agreement shall not exceed the amount paid by Client to the Mansion for the function. In no event shall the Bryn Du Commission be liable for any consequential damages, including lost profits or lost income, or indirect, exemplary, special or incidental damages, arising out of or in connection with this Agreement, even if the Mansion had been advised of the possibility of such damages. Client agrees that if anyone makes any claims because of any injury to Client or Client's guests (including death), or for any damage to Client or Client's guests' property, Client will keep and hold the Bryn Du Commission, its owners, agents, employees and all other associated with the Mansion free and harmless of any damages or costs because of such claims, and further, will personally accept all claims of Client or Client's guests as claims against Client.

Disclaimer of Warranties: Client acknowledges and agrees that the Bryn Du Commission makes no representations, warranties or guarantees whatsoever with respect to the Mansion's services pursuant to this agreement, and specifically disclaims any implied warranties or merchantability of fitness for a particular purpose. As an historic property the buildings and grounds at Bryn Du are subject to periodic upgrades, renovations and repairs; consequently, we cannot guarantee that conditions the day of your event will match those of previous visits. Management will do its best to minimize disruptions.

Governing Law: This Agreement shall be governed by the laws of the State of Ohio and the parties agree to the exclusive venue of the courts in Licking County, Ohio as to any and all disputes arising under this Agreement.

Severability: If any provision or provisions of this Agreement (or any part thereof) or the application thereof to any particular facts or circumstances shall be illegal and unenforceable by reason of any statute or rule of law, the remaining provisions (or parts thereof) of this Agreement or the application of the particular provision or provisions (or parts thereof) to other facts or circumstances shall not be affected thereby and shall remain in full force and effect. It is the intention of the provisions of this Section to make clear that the agreement of the parties to this Agreement is that this Agreement shall be enforced insofar as it may be enforced consistent with applicable statutes and rules of law.

Force Majeure: The Bryn Du Commission shall not be deemed in default or otherwise liable hereunder due to its inability to perform its obligations under this Agreement by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, terrorist act, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power or communications system or any other or similar cause beyond the Bryn Du Commission's control.

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Personal Guarantee: By signing below, I acknowledge that I have read this Agreement in its entirety, and that I have authority as agent of Client to execute this Agreement on behalf of and for Client. My signature further acknowledges that, even if I have not been specifically authorized as agent to execute this Agreement on behalf of Client, or if Client does not pay for all charges related to this Agreement, I will accept and be liable for personal responsibility to pay for all charges related to this Agreement.

For Client:

By: _____
(signature)

Date: _____

Print Name: _____

Title: _____

Company: _____
(if applicable)

By: _____
(signature)

Date: _____

Print Name: _____

Title: _____

Company: _____
(if applicable)

For the Bryn Du Commission:

Athena Koehler
Executive Director
Bryn Du Commission