

**Facility Rental Agreement**  
**(THIS IS A SAMPLE NOT A CONTRACT)**

This Facility Rental Agreement (the “**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between the Charlotte Museum of History, Inc. (“**Museum**” or “**We**”) and \_\_\_\_\_ (“**You**” or “**Client**”).

On the terms and conditions set forth in this Agreement, We agree to grant to You the non-assignable right to use certain of the Museum’s facilities for the purpose designated below.

1. **Premises.** You are requesting to rent from the Museum the “**Premises**” during the “**Rental Period**” for Your “**Event**”, each as set forth and defined on the attached **Schedule 1**, which is incorporated herein by reference. The details of the rental (including, the fees, deposit, Event description and details, and additional requested equipment) are also set forth on **Schedule 1**. As You provide the Museum with additional details required by this Agreement which affect **Schedule 1**, We will amend it as necessary, the parties will sign it, and the amended **Schedule 1** will become part of this Agreement.

You understand that certain common areas of the Museum are necessary in order for You to use the Premises, such as bathrooms, coat rooms, hallways, parking lot, entrance points, service drives, grounds, walkways, etc. You acknowledge that if the Museum, the general public or other third-parties are using other parts of the Museum (other than the Premises) then You may have to share use of these common areas. References to the Premises in this Agreement will include the common areas normally used with the Premises.

2. **Rental Fee.**

a) The estimated fees for renting the Premises, based on the information about Your Event provided as of the Effective Date, are indicated on **Schedule 1** (such fees, together with all additional rental, estimated or actual fees and other charges set forth in this Agreement, the “**Rental Fee**”).

b) Using any additional Event information You provide pursuant to **Section 4**, the Museum will estimate any overtime and/or other additional fees to be included in the Rental Fee and if necessary will send You an amended **Schedule 1** to sign reflecting the revised estimated Rental Fee. At least 14 days prior to the beginning of the Rental Period, the Museum must have received (i) the then current estimated Rental Fee, in cash or certified funds, and (ii) if one has been provided to You, the amended **Schedule 1** signed by You. If We do not receive both of these at least 14 days prior to the beginning of the Rental Period, We reserve the right to cancel this Agreement and Your rental of the Premises and, if We do so, (i) We will retain the Deposit (defined in **Section 3**), and (ii) neither We, nor You, will have any further rights and/or obligations under this Agreement.

3. **Deposit.**

a) You will be required to pay the deposit set forth on **Schedule 1** (“**Deposit**”) to secure Your requested date for the Event, and to cover any Losses (as defined in **Section 6**), and any actual Rental Fees due in excess of the estimated Rental Fee You paid (any such Losses and/or

excess Rental Fees, the “**Additional Charges**”). If this Agreement is terminated, or the Event is cancelled, for any reason, We will retain the Deposit.

b) **You understand and agree that until the Museum receives the Deposit, in full, the Museum is not reserving the Premises for You during the Rental Period and the Museum may rent the Premises to someone else.** If We do not receive the Deposit within 14 days after the Effective Date of this Agreement, We may terminate this Agreement, in which case this Agreement will be null and void and neither We, nor You, will have any further rights and/or obligations under this Agreement.

c) If the amount of any Additional Charges exceeds the Deposit, then You will be required to reimburse the Museum for the amount of the excess within 10 days after We send You an itemized invoice. If the Additional Charges do not exceed the Deposit, then We will refund to You to the difference between the Deposit and the Additional Charges within 30 days after the end of the Rental Period.

#### 4. **Event Information and Requirements:**

a) So that the Museum can plan for Your Event and estimate Your Rental Fee, no later than 21 days prior to the beginning of the Rental Period, You will provide the Museum with a list of all details for the Event, including, but not limited to, details of the following: catering, alcohol, music, entertainment, photography/videographer, estimated attendance, and other requested information. You will also provide the Museum with the name and contact information for all vendors, companies and other parties that will be providing any services for, or in attendance to assist with, the Event. **If You do not provide this information on a timely basis, the Museum reserves the right to cancel this Agreement and retain the Deposit.**

b) It is Your responsibility to provide the Museum with appropriate licenses and/or certificates of insurance from vendors or other persons/organizations prior to the Event, as required by this Agreement. If alcohol will be present on the Premises, You must provide the Museum with an alcoholic beverage permit and a certificate of insurance evidencing a Liquor Liability Policy at least 14 days prior to beginning of the Rental Period.

c) You must make all arrangements for the Event, including decorations, schedules for setup and breakdown, in advance with Museum personnel. You must provide Your own setup and breakdown of equipment. If You request the Museum to, and We agree to, assist You with equipment setup and breakdown services, We will charge an additional fee and such amounts will become part of the Rental Fee. You must remove all of Your equipment no later than one day after the Rental Period. With prior approval of the Museum, for Saturday and Sunday events, You may deliver Your equipment on Friday and remove it on Monday, but You agree to only put the equipment in areas the Museum designates. **The Museum is not responsible for anything You leave on the Premises.**

d) You are required to have Museum staffing for Your Event. Two staff members are included in the rental fee to provide front desk coverage and front door security. If the Museum determines that Your Event requires additional staff, then You will be charged for such staffing at the present overtime rates in effect and these charges will become part of the Rental Fee. You also agree to pay certain additional fees if the Premises are used beyond the Rental Period and these will become part of the Rental Fee.

**5. Rules Governing use of the Premises.**

a) You agree to be responsible for Your actions on the Premises during the Rental Period, along with the actions of anyone else on the Premises during the Event (except for Museum staff), including guests, caterers, event planners, vendors, employees, agents, photographers, and others (“Guests”).

b) You agree that You and the Guests will exercise care in using the Premises and will abide by the Policies, Rules and Regulations of the Museum then in effect for the rental of the Premises during the Rental Period, a current copy of which We have attached to this Agreement as **Schedule 2** and which are incorporated into this Agreement by reference (as updated, the “Rules”). By executing this Agreement, You acknowledge that You have read and understand the Rules and You will communicate these Rules to the Guests. We can revise the Rules and if We do so, We will provide You with an updated list of Rules.

c) You agree that You will follow, and will cause the Guests to follow and comply with, at Your expense, all federal, state, county, city and local rules, statutes, ordinances and any other laws related to the use of the Premises for the Event during the Rental Period.

**6. Condition of Premises; Responsibility for Losses.**

a) You accept the Premises “AS IS” “WHERE IS” and without warranty as to the suitability of the Premises for the Event, and You acknowledge that You have been given the opportunity to inspect the Premises. You agree that You will deliver the Premises to the Museum in as good condition as when You received it at the beginning of the Rental Period, ordinary wear and tear excepted. You agree to reimburse the Museum for cleaning costs if We determine that more than routine vacuuming and upkeep is necessary and such amounts shall become part of the Rental Fee.

b) You will be responsible for any (i) breakage, damage or loss of property on the Premises or damages that occurs to the Premises during the Rental Period and the associated cost of repair and/or replacement, and (ii) other claims, suits, demands, actions, fines, damages, and liabilities, and all costs, losses and expenses (including lost rental or museum admission revenues and attorneys’ fees) arising out of, related or in any way associated with Your use of the Premises (collectively, “Losses”).

**7. Indemnification and Liability Insurance.**

a) To the extent allowed by North Carolina law, You will indemnify and hold the Museum and its agents, employees, directors, trustees, and any other covered group or individual harmless against any and all Losses. You will give the Museum immediate notice of any Losses, including any situation causing injury to persons or property.

b) In addition to the required Liquor Liability Policy if alcohol is being served at Your Event, by notifying You, We may elect to require that You or the Guests shall, at You or the Guests’ own expense, keep in force adequate public liability insurance in such amounts and with such companies as shall from time to time be acceptable to the Museum and naming the Museum as an additional insured. As We request, You will furnish to the Museum copies of policies or certificates of insurance evidencing the required coverage 14 days prior to the Event Date.

**8. Museum’s Right of Entry.** All Museum employees, and those persons We authorize,

shall have the right to enter the Premises, including during the Event, (a) at all reasonable times for any reasonable purpose, and (b) at any time in the event of emergency involving possible injury to property or persons in or around the Premises.

9. **Termination.** This Agreement may be terminated at any time by written agreement of the parties. In addition, if You do not timely meet Your obligations under this Agreement (including Your obligations to timely provide event details, alcoholic beverage permits, insurance certificates, and the payments required by this Agreement), We reserve the right to terminate this Agreement and to retain the Deposit.

10. **Notices.** Any notice allowed or required by this Agreement shall be deemed to have been sufficiently served if in writing and delivered by (a) personal delivery, (b) United States mail with return receipt requested, or (c) Federal Express, or any other delivery service with delivery confirmation, and such notice shall be addressed as follows or such other address as either party gives the other party written notice in accordance with this **Section 10**:

Client: The address set forth on **Schedule 1**  
Museum: The Charlotte Museum of History  
3500 Shamrock Drive  
Charlotte, North Carolina 28215-3214  
Attn: Brandy Rogers Butts, Event Coordinator

Any notice shall be deemed received as follows: for (a), upon delivery; for (b), two business days after deposit in the mail, and, for (c), one business day after deposit with Federal Express.

11. **Miscellaneous.** This Agreement shall be construed and governed by the laws of the State of North Carolina, excluding its conflicts of laws principles. This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including, without limitation, landlord-tenant, principal-agent, employer-employee or partner-joint venturer. The term including shall not be construed to be limiting. The captions and headings in this Agreement are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Agreement. In the event that there are any provisions of the attached Schedules which are ambiguous in relation to, or appear to contradict, this Agreement, the language of this Agreement shall be controlling and such Schedules shall be interpreted in accordance with it. This Agreement, together with all Schedules, contains the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated into it. No amendment or modification to this Agreement shall be binding upon Museum unless same is in writing.

The parties have caused this Agreement to be duly executed as of the Effective Date.

**The Charlotte Museum of History**

**Client**

By: \_\_\_\_\_  
Name: Brandy Rogers Butts  
Title: Events Coordinator

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule 1**

**Client:**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Premises:** \_\_\_\_\_

**Rental Period (Date/Time):** \_\_\_\_\_

*Please note that all evening events must end by midnight, and that if the Premises are used beyond the stated time, a fee of \$\_\_\_\_\_ will be charged for each additional hour or portion thereof.*

**Event:** \_\_\_\_\_

**Event Details:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Fees:** \_\_\_\_\_ (total of all of the fees below)

Premises Rental Fee: _____	Staffing Fee: _____
Equipment Fee: _____	Set-up/Breakdown Fee: _____
*Membership Fee: _____	Other Fees: _____

**Deposit:** \_\_\_\_\_

**Additional Equipment or Specifications:** \_\_\_\_\_  
\_\_\_\_\_

**Client Contact During the Event:**

Name: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_

Agreed to as part of the Facility Rental Agreement dated \_\_\_\_\_, 200\_\_ which terms apply.

**The Charlotte Museum of History**

**Client**

By: \_\_\_\_\_  
Name: Brandy Rogers Butts  
Title: Event Coordinator

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*You must be a member of the Museum to rent any of its facilities. If You are not, then You will be charged the current applicable membership fee as part of the fees.

## Schedule 2

### **Rules**

#### **1) PHOTOGRAPHY**

Photography is allowed in certain areas of the Museum and grounds. Since artifacts may be damaged by light, use of flash photography is not permitted in the galleries, inside the Hezekiah Alexander Homesite, or in other areas where artifacts may be displayed.

#### **2) EXHIBITIONS; DECORATIONS**

- a. Exhibitions and/or the contents of the galleries may not be altered in any way.
- b. Nothing may be hung, nailed, stapled, or taped to any of the walls, ceilings, floors, woodwork, or furnishings at the Museum. You may wrap ribbon or other non-abrasive material around the outdoor porch and stair railings with prior approval by the Museum.
- c. Flowers in water must be in containers that will not leak.
- d. You will not post any signs, posters, or banners without the prior approval of the Museum.
- e. Confetti and glitter are not allowed to be used anywhere on the Museum, outside or inside. You can use balloons, but not in the Great Hall of the Museum.

#### **3) SMOKING**

The Charlotte Museum of History is a smoke-free environment. Smoking is not permitted within the Museum or any of the historic buildings.

#### **4) CANDLES**

Neither open flame candles nor incense are permitted in the Museum (either outside or inside). Votive candles, tapers with shades and sterno warmers are acceptable for use in the Museum.

#### **5) CHILDREN**

Children must be supervised by parents or other adults at all times.

#### **6) ANIMALS**

No animals of any type are permitted in the Museum or any of the historic buildings except service animals.

#### **7) PROJECTILES**

Bubbles are not permitted in the Museum; however, they may be blown on the grounds outside the building. Birdseed and/or real flower petals (but not artificial flower petals) may be thrown outside only. Sparklers may be used outside, but only if all doors and windows to the inside of the Museum are closed. No fireworks or other pyrotechnics are allowed.

#### **8) PUBLICITY**

Use of any Museum logo is not permitted. You are not allowed to promote Your Event as a Museum or Homesite sponsored Event unless We agree in writing in advance of the Event.

## **9) ENTERTAINMENT**

You are responsible for any applicable licenses for live or recorded music to be performed. You must contact the Museum event coordinator at least two weeks prior to the event to consult on set-up guidelines.

## **10) ALCOHOLIC BEVERAGES**

Alcohol may be served to persons over the age of 21 consistent with the applicable laws of the State of North Carolina, provided You abide by the following rules:

a. If alcoholic beverages will be at Your event, You must provide to the Museum an alcoholic beverage permit and a certificate of insurance evidencing a Liquor Liability Policy at least 14 days prior to the Event.

b. You will take responsibility for, and hold the Museum harmless from, all liabilities arising from serving and consumption of alcoholic beverages.

c. Kegs are not allowed inside the Museum. However, they may be used for outdoor events.

## **11) OUTDOOR EVENTS**

a. The Board of Trustees of the Charlotte Museum of History, Inc. has committed the Museum and Hezekiah Alexander Homesite to a “good neighbor policy”. You agree to abide by this policy. Included in this commitment are limitations on parking and amplified sound at any event. Additionally, the City of Charlotte has an ordinance that governs the level of sound that can be heard on adjoining property.

b. You must provide adequate extension cords and any other requirements for outdoor entertainment.

## **12) PARKING**

Parking is allowed only in designated paved parking lots (totaling 130 spaces). There is no parking or driving on the grass, paved walkways, or service entrance.

## **13) BUILDING CONDITIONS**

Because the Museum changes exhibitions regularly, the building is subject to construction and restricted areas at any time.

## **14) ACCESS TO SITE & DELIVERIES**

a. Deliveries must be made during normal Museum hours and at approved site access points only. Museum must be informed of delivery company name, dates/time of deliveries/pick-ups and types of equipment being delivered (i.e. dance floor, tent, china, etc.).

b. Private rental tents may be set up 24 hours prior to the Event and must be removed the morning after the Event.

c. The Museum is not responsible for any lost or stolen equipment or property of You or Your guests, including any rental equipment for the Event.

## 15) EQUIPMENT

You will provide all warming ovens and miscellaneous equipment. Museum personnel are not responsible for moving, setting up or taking down any equipment, or any losses with respect to this equipment.

China, silverware, crystal, etc. must be provided by the caterer. ***The Museum is not responsible for any equipment, decorations, linens, etc. left at the Museum.***

## 16) EVENT SPACE

Events must be planned so that areas within the Museum that are not being rented by You will not be unreasonably affected.

## 17) CATERING AND OTHER VENDORS

The caterer is responsible for any illness or injury resulting from food preparation and food and alcohol consumption caused by the negligence of the caterer or its employees. The Museum will not bear any liability for illness or injury resulting from food and alcohol consumption. Catering and other vendor set up is not allowed until after 4:30 pm on the day of the Event. Anyone that provides services for the Event must abide by the following rules:

a. You will be responsible for all damage to the Museum and Homesite property as a result of food preparation. Food preparation or warming of food must occur in the East Dock catering area only. This area is equipped with a sink, disposal, counter space and electrical outlets for warming oven(s). Caterers must provide their own warming oven(s) and cold containers.

b. Any Rental Property or other assets of the Museum must be adequately protected against hot, cold, or wet items and may not be stapled into.

c. Food may be warmed in caterer-provided warming oven(s). No prolonged food preparation or cooking that may cause smoke or grease is allowed. ***The Museum does not provide an oven or refrigerator.***

d. Caterer must provide adequate staff to clear tables during the Event and to handle all cleanups after the Event. All non-Museum staff must be out of the Museum no later than two hours after the end of the Event. All Events must end by midnight; therefore 2 a.m. is the latest non-Museum staff will be allowed in the Premises.

e. Large trashcans will be available for use during the event. All food and trash are to be removed from premises after the Event ends. Trash must be bagged and removed to the dumpster.

## 17) WI-FI ACCESS

If You desire Wi-Fi access for Your Event You must notify the Museum at least 21 days before the Event. The Museum can verify whether Wi-Fi access is functioning properly, but You are responsible for getting computers connected to the network. The Museum is not required to provide Wi-Fi access, is not responsible for any interruption in service, and will not provide any technical support (beyond verifying whether Wi-Fi access is functioning properly).