

**COMMON GROUND RENTAL POLICIES AND TERMS OF AGREEMENT**

**GENERAL POLICY**

The grounds of the Heyward House Museum are available to rent for business meetings, banquets, receptions, weddings, and other events. Such activities may not interfere with the normal public operation and programs of these facilities, and are subject to the policies and procedures listed in this contract. The facilities cannot be used for discriminatory practices and Historic Bluffton Foundation (HBF) reserves the right to refuse rental and/or service to individuals, organizations, or events that discriminate on the basis of race, color, ethnicity gender, sexual orientation, age, religion, national creed or disability. \_\_\_\_\_

 *Initials*

**DEPOSIT/RENTAL FEES**

A signed contract and date-hold 50% deposit of the costs associated with the event space rental must be received to reserve your date(s) and time(s). The balance of your space rental fee is due thirty *(30) days* prior to your event. No terms are implied or granted and no work will be allowed to commence until full payment is received. \_\_\_\_\_

 *Initials*

**INSURANCE** Special Event Liability insurance is required of all renters and is due no later than ten (10) days prior to your event. The insurance must, at the renter’s sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring the Heyward House, Historic Bluffton Foundation, Inc., its employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter’s use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than $1 million, and general aggregate liability of not less than $2 million. Historic Bluffton Foundation, Inc. shall be named as an additional insured of said policy. If alcohol is served at the event your policy must include Liquor Liability coverage. This coverage should protect you, the Heyward House and Historic Bluffton Foundation against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Any caterers and/or outside vendors, companies, and/or institutions must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, as well as a copy of their catering License to Historic Bluffton Foundation, naming HBF as stated, and will be delivered at least seven (7) days prior to the event. Event insurance for “day of event” insurance may be purchased online or through any insurance agent. \_\_\_\_\_

 *Initials*

**LIABILITY** Renter agrees to indemnify, defend and hold the Heyward House and Historic Bluffton Foundation, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at the Heyward House and Historic Bluffton Foundation. In the event the Heyward House and Historic Bluffton Foundation, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay the Heyward House and Historic Bluffton Foundation, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the Heyward House and Historic Bluffton Foundation including all collection expenses and interest due. \_\_\_\_\_

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**PREFERRED APPROVED VENDORS**

HBF has a list of preferred vendors to choose from for catering, beverage service, rentals (chairs, tents, tables, etc.) that will be provided. All renters should select vendors from the list. \_\_\_\_\_

 *Initials*

**DECORATIONS, EXHIBITS, ETC.**

NO nails, screws, staples, wires, tacks or penetrating items are to be used on our walls or floors. Glitter or foil (non-paper) confetti is not allowed on site. NO items may be attached to Heyward House or HEART Pavilion surfaces, except with wire zip tires that can be removed. Items such as glitter, confetti, and streamers are not allowed on the grounds. \_\_\_\_\_

 *Initials*

**CLEANING**

Please leave the Heyward House and its ground the way it was found. Renter is responsible for the removal of all debris, trash, decorations and rented items. Any default will result in loss of security deposit.

Immediate removal of all equipment and trash is mandatory. \_\_\_\_\_

 *Initials*

**CANCELLATION**

A full refund will be issued to cancellations of 2 months or more before rental date.

2 months - 1 month out - 90%

1 month out to 2 weeks- 75%

2 weeks or less - loss of deposit \_\_\_\_\_

 *Initials*

**SET-UP**

Each renter will be responsible for their own set-up. Any tents, tables, chairs, etc. must be rented and handled by the event venue renter. Please see the preferred vendor list.

The Heyward House is open on Saturdays and a staff member is normally present to answer questions.

Set-up may begin no earlier than 2 hours prior to the event unless approved.

Tents are allowed with prior arrangements and may not be staked but weighted by blocks or sandbags.

Set-up and clean up/breakdown time must be done on the same day unless prior arrangements are made, as in the case of a tent.

HBF does not provide any equipment.

\*TENTS are allowed with prior arrangements. \_\_\_\_\_

 *Initials*

**CONDUCT**

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building or common grounds. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as graduation parties, underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of HBF staff members shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases refunds of the event costs will not be available. During events using or selling alcohol, alcoholic beverages must not be taken off the premises. \_\_\_\_\_

 *Initials*

**RESTRICTIONS**

*\*****NO*** *Smoking* is allowed anywhere on the premises or grounds, or in or out of the Heyward House

*\*****NO*** *pets/animals* are allowed.

*\*Cooking* is allowed in designated areas.

*\*Candles or open flamed lighting* must be approved by the Executive Director.

\*Exhibits, collections, furnishings and merchandise may not be removed without approval.

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 *Initials*

**RESTROOMS**

Public restrooms are located 270 feet from Common Ground at the Martin Family Park. These restrooms are cleaned and maintained by the town and are open to the public.

The Heyward House does have one bathroom that may be accessed through the back with approval. \_\_\_\_\_

*Initials*

**PARKING and DELIVERIES**

All deliveries and event personnel must enter through the designated entrance from Bridge Street. Vehicle access will be limited to food trucks or other service vehicles as outlined on the event plan.

All event parking must be along Bridge and Green Streets.

***NO*** event parking is allowed on site. \_\_\_\_\_

 *Initials*

**FOOD AND BEVERAGE**

Caterers may be selected by the organization that is leasing the facilities. Food prep must be done in accordance with local laws and setup is to be outlined before the event for approval and review. The selected caterer must contact the Executive Director concerning their needs and conditions pertaining to set up and tear down. Vehicles or heavy equipment on property must be approved prior to the event.

**Alcohol** may be served with advance proof of a liability insurance policy that is acceptable to the Executive Director. The insurance must be provided 30 days prior to the event, or no alcohol can be served on the premises. \_\_\_\_\_

 *Initials*

**FIRE PIT**

The firepit may be used for an event with approval. All wood, kindling and starter to be supplied by renter.

**NO** flames shall be higher than eye-level for a six foot person for safety reasons. \_\_\_\_\_

 *Initials*

**PERMITS**

Renter is responsible for obtaining all permits, including but not limited to tent, alcohol, and special event permits. Renter is responsible for ensuring all permits are on-site during the event, and where applicable, visible to attendees. \_\_\_\_\_

 *Initials*

**Music:**

Please indicate Type of music if applicable: \_\_\_Band \_\_\_Acoustal \_\_\_DJ

\*Please note: All entertainers must adhere to town noise ordinances

HBF encourages music and lots of dancing! We require all professional disc jockey (DJ) services be done through approved preferred vendors. Recommended entertainers have experience working at HBF and are familiar with our regulations, policies, and procedures. Please be aware the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event the renter’s event creates a disturbance due to high noise volume, HBF staff members have full authority to ask the renter, dJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, HBF discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter. The renter will also be solely responsible for any fines or fees associated with noise ordinances. Loud music must end by 9 p.m. during weeknights (Sunday through Thursday) and by 10 p.m. on weekends (Friday and Saturday).

***Special Notes:***

*\*Designated HBF Staff may be present at any event, including drop-in checks during the event. \*All local laws and rules apply to the facilities at all times.*



**COMMON GROUND RENTAL CONTRACT**

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Event Date: \_\_\_\_\_\_\_\_Set-Up Time: \_\_\_\_\_\_ Start Time: \_\_\_\_\_\_End Time: \_\_\_\_\_\_ Wrap Time:\_\_\_\_\_\_

Event Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number of attendees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_Single Event \_\_\_Multiple days/nights Type of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporation/Business entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_ Zip:\_\_\_\_\_\_

Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Secondary Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Entity: \_\_\_Club \_\_\_Association \_\_\_Corporation\_\_\_ Limited Liability Co. \_\_\_Other:\_\_\_\_

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**Rental Fees:**

\_\_\_$450 for up to 3 hours

\_\_\_$100 per additional hour \_\_\_Number of hours

\_\_\_$250 refundable deposit for any incidental damages

\_\_\_Cleaning fee: $125

\*50% due upon signing of this contract agreement. Balance due 30 days prior to the event

\*Credit card to be kept on file..

**Total fees due: $**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**PLEASE COMPLETE THE INFORMATION BELOW:**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorize the Historic Bluffton Foundation(HBF) to immediately charge my credit account a date- hold deposit of 50% of the costs associated with my event rental fee. I acknowledge date-hold deposits are non-refundable and if my event is within twenty five (25) days of the submission of this form, I acknowledge HBF will be executing withdrawal of 100% of the costs associated with the venue booking. This payment is for my event on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The space rental fees balance will also be charged to this card thirty (30) days prior to your event. Any additional costs that arise after that date will be charged within two (2) days of your event.

Billing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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**Account Type:**

\_\_\_Visa \_\_\_MasterCard \_\_\_ AmEx Discover

Cardholder Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (DD/YY) CVV Number \_\_\_\_\_\_\_\_\_\_\_ (3 digit number on back of Visa/MasterCard or 4 digits on front of AMEX)

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