

SALISBURY STATION RENTAL CONTRACT

Contract Number: #####
Event Date: **Date of Event**
Down Payment Paid: \$ **1,200.00**
Balance Due: \$ **1,200.00**
Date Balance Due: **One month prior to event**

This agreement made and entered into on this date, **mm/dd/yy** between Historic Salisbury Foundation, Inc. of Rowan County, North Carolina, party of the first part (hereinafter referred to as LESSOR), and **Rental Client Name**, party of the second part (hereinafter referred to as LESSEE).

WITNESSETH: That for and in consideration of the rents and mutual covenants hereinafter set forth, the LESSOR does hereby let and lease unto the LESSEE the facilities, equipment, and services hereinafter referred to under the terms hereinafter provided.

1. The LESSOR shall provide the Event Center for use by the LESSEE for the period of **6:00 PM until 12:00 AM**, beginning **Date of Event**.
2. The LESSOR shall provide to the LESSEE in connection with the use of the facilities hereinabove referred to: cleaning services, maintenance of the building, electrical services, staff representation, as well as set up of Historic Salisbury Foundation owned tables/chairs. An additional fee may be charged to set up rented tables and/or chairs. Historic Salisbury Foundation is not responsible for rented items left after scheduled event time.
3. The LESSEE shall pay to the LESSOR a **TOTAL AMOUNT OF \$2,400.00**, which includes a rental fee of **\$2,100.00** in addition to a damage/security deposit in the amount of **\$300.00**. 50% of rental fee and the damage deposit is due and payable as a down payment at the time this contract is effective and the remainder to be paid on or before **one month prior to event**. If rental fee is not received in full one month prior to event date, LESSOR may require LESSEE to make payment in cash or by certified check before event takes place. The total charges include a non-refundable portion of the rental fee as described in GENERAL INFORMATION, and the refundable damage deposit. The damage deposit may be applied, at LESSOR'S discretion, towards repairing, replacing, or the extra cleaning of any damage to LESSOR'S facility or property caused by LESSEE, LESSEE'S guests, or persons contracted by LESSEE. The LESSEE shall also be responsible for any such damage in excess of \$300.00. The unused portion of said damage deposit shall be refunded to the LESSEE no longer than thirty (30) days after the date of facility usage.
4. The LESSEE shall pay additional charges as set forth on the completed REGISTRATION FORM and in the GENERAL INFORMATION and these documents are made a part of this lease agreement as fully as if set forth herein for any equipment, space, and/or service other than those provides heretofore, and agreed upon by the LESSEE and the LESSOR, to be due and payable immediately following the event.
5. The LESSEE expressly agrees that the above named facility shall, during the term of this lease, be used exclusively for **a Wedding and Reception**.
6. The LESSEE shall provide to the LESSOR details for set up requirements at least fourteen (14) days prior to the date of the first scheduled use.
7. The LESSEE must sign a contract. The contract is executed only after a deposit is received. The LESSEE and LESSOR must fully execute the contract prior to the LESSEE advertising in any way, selling tickets to the event, or using the space. Heat and air conditioning shall only be available during hours contracted.

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8. The LESSOR may deny use of the facility for any one of the following reasons:
 - a. The LESSEE cannot or will not meet one or more obligations of facility use.
 - b. The event or use is or will obviously be in violation of laws or ordinances, or is likely to cause severe damage to the building or injury to individuals.
 - c. The potential LESSEE has repeatedly made, then canceled, reservations.
 - d. The LESSEE has longstanding and unfulfilled financial obligations to the LESSOR.
 - e. The LESSEE has previously broken the LESSOR'S rules, county or state laws or both.
9. Once a contract has been signed and deposit received, the individual or organization signing the contract may cancel an event only upon written notice to the LESSOR. Notice must be acknowledged by the LESSOR to be valid.

The LESSOR may terminate a reservation if it determines one or more of the following:

- a. The space is not useable due to circumstances beyond the control of the LESSOR, such as damage to the facility.
 - b. The LESSEE cannot or will not meet one or more of the obligations of facility use, as defined in these policies and/or rental contract and/or the rental agreement between the LESSEE and the LESSOR.
 - c. The LESSOR determines that the event or use is, or will be, obviously in violation of laws or ordinances; or is likely to cause severe damage to the facility or injury to individuals.
10. In the event of cancellation the LESSEE will receive 75% of fees paid when providing the LESSOR written notice before end of nine (9) months from event date. The LESSEE will receive 50% of fees paid when giving the LESSOR written notice before end of six (6) months from event date. The LESSEE will not receive a refund for rental with fewer than 6 months' notice.
 11. In the event that the LESSEE shall violate any of the regulations to herein, this lease shall terminate and the LESSEE, LESSEE guests and LESSEE contracted personnel shall vacate the facility immediately.
 12. The LESSEE shall comply with the provided DECORATING GUIDELINES statement and accept financial responsibility for any damages to the facility or its equipment caused by the LESSEE'S employees, assistants, audience, guests, or contracted personnel. The LESSEE is responsible for removing all decorations immediately after the event end, unless prior arrangements have been made with the LESSOR.
 13. The LESSEE shall indemnify and hold harmless the LESSOR for any claim or claims of injury to persons or property arising out of and in connection with the use of the facility hereinabove referred to by the LESSEE. This indemnification shall include reimbursements to the LESSOR for all responsible costs arising out of said claim or claims.
 14. The LESSEE shall obtain at LESSEE'S expense, security services of qualified persons, to be approved by the LESSOR, during the hours of the event.
 15. Security Officers are to be engaged as follows, based on event size:
 - a. Fewer than 100 people: One (1) Security Officer for the duration of the event.
 - b. 100 – 200 people, and **ALL events that include the serving of any alcoholic beverages:** Minimum of two (2) Security Officers for the duration of the event.
 - c. 200+ people: Minimum of three (3) Security Officers for the duration of the event.

LESSOR reserves the right to review number of security based on type of event.

Sample

16. The LESSOR shall have the authority to shut down the event if the security officers do not report to the event at the designated time. The LESSEE would be instructed to leave the premises immediately, in which case the LESSEE shall not receive any refund. Alternatively, the LESSOR can, at their sole discretion, make an effort to arrange for security services of the LESSOR's own choosing at the cost of the LESSEE of \$50.00 per hour.

The Total Rental Charge is based on the following:

Station Base Rental (Includes Kitchen)	\$ 2,100.00
Piano.....	0.00
Extra Air Conditioning hours (@ \$100.00 per hour).....	0.00
Damage Deposit	\$ 300.00
 TOTAL RENTAL CHARGE	 \$ 2,400.00
Total Down Payment Paid.....	1,200.00
Balance Due after Down Payment	\$ 1,200.00

In testimony whereof, the parties hereto have caused this contract to be executed, I am further stating that I have read, understand, and will abide by all rules and regulations as found in the following pertaining to the rental of The Salisbury Station **(please initial)**:

GENERAL INFORMATION (Appendix A) _____

- ❖ Additional charge for extra Air Conditioning \$100 per hour
- ❖ Tables and/or chairs used under the canopy concourse area will be taken outside by you/Lessee and returned inside by you/Lessee the day of the event.
- ❖ Any trash remaining in the Station after the event will be removed for a fee of \$250.
- ❖ All materials brought into the facility must be removed immediately after the event, no exceptions.
- ❖ Alcohol ABC Permit will be obtained by you/Lessee if necessary

CATERER'S RESPONSIBILITIES (Appendix B) _____

- ❖ Caterer has been given a copy Appendix B and agrees to abide by guidelines
- ❖ Extra ice will be provided by the caterer or you/Lessee
- ❖ Caterer will wash out all trash cans and leave them to dry on the concourse

DECORATING GUIDELINES (Appendix C) _____

- ❖ No tape, staples, nails or any material that will damage any finish surface are permitted. **There will be no exceptions**
- ❖ Confetti, glitter, and fireworks, including sparklers are prohibited
- ❖ Candle guidelines must be strictly adhered to

SECURITY OFFICER RESPONSIBILITIES (Appendix D) _____

HISTORIC SALISBURY FOUNDATION, INC. (LESSOR)

(Date)

(LESSEE)
(Date)

(Date)