

**Warehime-Myers Mansion Rental Contract
305 Baltimore Street
Hanover, PA 17331**

The Two Main Floors and/or Grounds of Facility

Mansion Is Wheelchair Accessible and has an elevator
This entire facility is smoke-free inside and outside.
Lighted fires and candles are not allowed on the property.

Lessor is Hanover Area Historical Society, Inc. (hereinafter "HAHS")

Lessee _____ Date requested _____

Address _____ Phone # _____

_____ E-mail _____

Hours of event (from) _____ (a.m./p.m.) until _____ (a.m./p.m.) Total hours _____

Contact person _____ Activity _____

Number of guests _____ (Minors must be supervised by responsible adults.) *

Liability Insurance: Certificate # _____

\$1,000,000 per occurrence with the Hanover Area Historical Society (HAHS) named as an additional insured. \$10,000 medical payments per occurrence for event.

Fees and Security Deposit:

Mansion rental fees are according to the following schedule:

A. Building and Grounds - Hours are counted from load in to load out.

People	Floors	6 Hours	All Day	Extra Hour	Sec. Deposit
1-25	1st	\$200	\$ 350	\$150	\$100
	Both	\$300	\$ 450		
26-50	1 st	\$325	\$ 650	\$150	\$150
	Both	\$425	\$ 750		
51-75	1 st	\$550	\$1,250	\$150	\$250
	Both	\$650	\$1,500		
76-200	Both	\$1000	\$2000	\$150	\$500

_____ (Lessee) _____ (HAHS) _____ (Date)

B. Grounds only

<u>People</u>	<u>Up to six hours</u>	<u>All day</u>
1-25	\$150	\$400
26-50	\$250	\$500
51-75	\$350	\$600
76-200	\$450	\$700

Security deposit: Lessee's security deposit is fully refundable provided that the following conditions are met:

1. At the conclusion of the event, the property Lessee reserved was left in the same condition in which it was found.
2. The time requested in the contract did not exceed the hours specified, unless HAHS agreed to an extension, and additional hourly rate has been paid.
3. The number of guests at no time exceeded the number permitted in the contract.
4. If additional fees or expenses are **not** incurred.

The security deposit is according to the table on page 1. Any cost of repair or replacement for any damage will be deducted from the security deposit. In the event that damage or additional fees are incurred by the event, Lessee will be billed for any difference exceeding the deposit, with payment due within thirty (30) days of billing.

Contract Payment

To reserve a date: One-half of the fee is due at signing. The balance and the security deposit is due no later than 30 days prior to the event. Set-up for the event may not begin until full payment has been received.

Outdoor events: Rental, set-up and breakdown of tents, tables/chairs, decorations or other equipment are the Lessee's responsibility. Tents and portable toilets will be permitted only in designated areas. Portable toilets must be rented by the Lessee.
Lessee or representative must be available to sign for all deliveries.
Set-up may begin two business days prior to the event.

At the conclusion of the event, all equipment and decorations must be taken down and neatly placed in designated areas for removal. **Trash must be removed at the close of event and not left on the property.** All equipment must be removed within two days.

Food: Food must be prepared and served by a fully licensed and insured caterer.

Name of caterer _____ License # _____

Caterers must provide a minimum of \$1,000,000 per occurrence Certificate of Liability Insurance naming Hanover Area Historical Society as an additional insured. Caterer must remove all food and beverage supplies by the close of the event. Caterers shall comply with all borough, county, and state food service and/or health regulations and laws

_____ (Lessee) _____ (HAHS) _____ (Date)

Alcoholic Beverages/Smoking: Alcoholic beverages may only be sold (cash bar) by an entity officially licensed by the Commonwealth of Pennsylvania. No one under the age of 21 may be served alcohol. **Last call for the bar will be 30 minutes before the end of the event.**

Lessee must take all reasonable precautions to ensure the safety of all guests with regard to alcoholic consumption. **HAHS reserves the right to refuse service to and evict from the premises any member of any party who, because of intoxication or other consideration, may be found to be creating a disturbance or threatening the peace, tranquility or safety of guests or property.** Lessee is responsible for the behavior of guests in the Mansion or on the grounds. Property damage or theft caused by any individual during the sponsored event will be the sole liability of the Lessee. Replacement costs will be billed to the Lessee.

Smoking is not permitted inside the Mansion, in any other buildings, or on the grounds.

Photography: Photography is not permitted inside the Mansion except as agreed upon with the Rental Manager in advance or senior HAHS representative on site.

Music and Other Sound: Any loudness of music, shouting, or other loud sounds that the senior HAHS representative on site deems will be bothersome to the neighborhood will draw a warning from the senior HAHS representative to quiet down. A second such warning from the senior HAHS representative will be cause to immediately terminate the contract. Any noise complaint acted upon by Hanover Borough Police is grounds for immediate termination of the contract.

Decorations: Free-standing posters, signs, and decorations are permitted. Nails, tape or similar fasteners that would damage the property are not allowed. Rice, bird-seed, confetti or non-biodegradable matter are not allowed on the property. Lighted candles and fires are not permitted on the property.

Pets: Lessee and its invitees are prohibited from bringing pets on or near the Property, unless required by virtue of a handicap.

Areas of Access: Lessee and invitees are prohibited from entering areas of the Property not specifically allowed by this contract.

Hours: Sunday -Thursday – events must end by 10:00 p.m. Clean-up and load-out by 11:00 p.m.
Friday and Saturday – events must end by 11:00 p.m. Clean-up and load-out by 12:00 midnight.

_____ (Lessee) _____ (HAHS) _____ (Date)

Clean-up: Trash must be removed from buildings and grounds at the close of the event. The HAHS staff present during the event will advise on cleaning, including approving the condition of the property at closing time. HAHS is not responsible for items left on the premises.

HAHS Staff: One or more members of HAHS will be present at each event. Any decision of the senior staff member present concerning this contract is final.

Early Termination of Event: The senior HAHS staff member present during an event may close the Mansion and grounds immediately for sufficient reason, i.e., intoxication of anyone present, damage to the Property, excessive noise, police involvement, or any other immoral or illegal activity.

Cancellation and Refunds: Cancellation requests must be made in writing. Refunds will be made according to the following schedule.

<u>Amount of deposit refunded</u>	
More than six months prior to event	60%
Two to six months prior to event	20%
Less than two months prior to event	0%

In all cases of cancellation any security deposit collected will be refunded in full.

Liability: Lessee has inspected, or has had opportunity to inspect, the facilities and grounds, and Lessee has determined the facilities and grounds to be suitable and safe for the purposes for which it is being rented. HAHS reserves the right to deny use of the facilities and grounds for illegal purposes, or such purposes which are determined to create a substantial risk of damage/destruction to the property. Lessee agrees to take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to the property and to the guests and all other parties present at the event. Lessee releases, absolves and exonerates; covenants not to sue; and agrees to indemnify and hold harmless HAHS and all of its facilities and grounds, its directors, officers, agents and employees against any and all liability, losses, claims, demands, actions, debts and expenses and causes of every name and nature for personal or bodily injury (including any resulting in death) or other damages which may be sustained by any person, and for damages to or loss of any property, during, as a result of, incident to, or in any way arising out of the use of the facilities and grounds. Said indemnification shall include but not be limited to reasonable attorney's fees and costs. HAHS is not responsible for any lost, damaged or stolen property. If for any reason beyond its control, HAHS is unable to perform its obligations under this agreement, such non-performance is excused and HAHS may terminate this Agreement without further inability of any nature to Lessee or any third-party employed, retained by, or associated with Lessee upon return to Lessee of the full deposit.

_____ (Lessee) _____ (HAHS) _____ (Date)

Conditions:

The Lessees agree to release and discharge, and by these present for themselves, for their present and past officers and directors, parent companies and related companies, employees, stockholders, agents, heirs, executors, administrators, and assigns, do fully and completely release and forever discharge HAHS, their present and past officers, directors, employees, predecessors, successors, assigns, agents, heirs, executors, and administrators from any and all suits, causes of action, claims, judgments, liability, liens, demands and costs of any nature whatsoever, whether based on contract, tort, federal or state statute or any regulations promulgated there under, or any other theory of recovery for damages of any kind and for attorney's fees, interest or costs, with no exception whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, matured or not matured, which he, she, they, or it alone, or in combination with others has had or could have against HAHS. The Lessees agree that they have not and will not now, or at any time in the future, file or cause to be filed any claim, demand, suit or other action, by or on their behalf, against HAHS, or any of their agents for any matter whatsoever.

In the event that HAHS must file a lawsuit to recover damages for breach of the terms and/or terms of the Agreement, Lessee shall reimburse HAHS not only for the damages sustained but also agrees to reimburse HAHS for any and all attorney's fees and court costs incurred because of the breach of the Agreement and subsequent litigation.

Lessee agrees to release, discharge, and hold HAHS and/or its officers, directors, agents, and employees harmless from any damages, costs or expense incurred by Lessee to his/her/its person or property which occurs at or near the Property, with no exception whatsoever, including damages which are caused by the alleged negligence of the HAHS and/or its officers, directors, agents, and/or employees. In addition, Lessee agrees to hold harmless, indemnify and/or reimburse HAHS and/or its officers, directors, agents, and employees for any damages, costs or expenses incurred by HAHS and/or its officers, directors, agents, and/or employees as a result of any claim or demand made against them by any of Lessee's guests, invitees or licensees, for any damage, costs or expenses to their person or property, including damages which are caused by the alleged negligence of HAHS and/or its officers, directors, agents, and/or employees.

*The number of guests for **fire safety** purposes is established by the local fire code. It has been determined that the first floor maximum number is 75 people. If the event is to have more individuals the second floor must be rented and the guests must be distributed accordingly, throughout the whole event; with no more than 75 on the first floor. If it is the desire of the lessee to have everyone in attendance on the first floor, the total number for the event may not exceed the 75 limit. Violation of this policy may terminate the insurance policy.

DJ's - If it has been deemed that the actions of a DJ have been considered inappropriate in the past by HAHS, the Society has the right to not permit that individual to participate in an event at the Mansion.

Contract Summary

Summary of costs: Rental Fee _____ Security Deposit _____

Date of use: _____ Hours of event (from) _____ (a.m./p.m.)
until _____ (a.m./p.m.) Total hours _____

_____ (Lessee) _____ (HAHS) _____ (Date)

Exceptions agreed upon:

Date Lessee's Signature _____

Date Accepted by HAHS
By _____

Date Deposit _____

Date Security Deposit _____

_____ (Lessee) _____ (HAHS) _____ (Date)