

NEW FRANKLIN TUDOR HOUSE **RENTAL AGREEMENT**

This agreement entered into by the City of New Franklin and the New Franklin Tudor House (hereinafter "Tudor House") and _____ (hereinafter "Renters") for purposes of the use by the Renters of the Tudor House for the following event:

NAME(S) OF RENTER(S) _____

ADDRESS(ES) _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER(S) _____

NATURE OF PROPOSED USE _____

NUMBER OF PERSONS ATTENDING EVENT _____

DATE REQUESTED _____, 20____

HOURS REQUESTED _____ AM/PM TO _____ AM/PM

The terms and conditions agreed by the parties for this event are as follows:

1. Security Deposit: The sum of \$200 shall be deposited as security against any damages which might occur or for breach of the terms of this agreement, in addition to any other remedies for damage or breach. Absent any claims, the security deposit will be returned within 45 days following the event.
2. Rental is for 75 people maximum, inside the house. An additional 150 people are permitted outdoors. (You must rent a tent for events over 75 people.)
3. An off-duty New Franklin Police officer must be hired for security for all events, unless waived below:

Officer Requirement Waived:

By Tudor House Administrator / Mayor

Date

4. RENTAL RATES:

The fees and costs for the event you have planned are as follows:

| | |
|---------------------------------------------------|---------|
| Non-Wedding: _____ hrs @ \$ _____ per hour | = _____ |
| Wedding (Mon-Th) @ \$1,000 | = _____ |
| Wedding (Fri- Sun) @ \$1,500 | = _____ |
| Wedding Rehearsal _____ hrs @ \$ _____ per hour | = _____ |
| Add'l Wedding time beyond 8 hours @ \$75 per hour | = _____ |
| Tent (30' x 60') 75-100 guests @ \$ 890 | = _____ |
| Tent (40' x 60') 101-125 guests @ \$1,230 | = _____ |
| Tent (40' x 80') 126-160 guests @ \$1,525 | = _____ |
| Tent (40' x 100') 161-200 guests @ \$1,820 | = _____ |
| Tent (40' x 120') 201-225 guests @ \$2,110 | = _____ |
| Security Deposit @ \$200 | = _____ |
| Police Fee: _____ hrs @ \$27 hr | = _____ |
| Cleaning fee (optional) @ \$150.00 | = _____ |
| TOTAL FEES and COSTS | = _____ |
| TOTAL DEPOSIT REQUIRED (50%) | = _____ |
| TOTAL DEPOSIT RECEIVED | = _____ |
| TOTAL BALANCE REMAINING | = _____ |

5. The balance of fees and costs shall be paid no later than six (6) months prior to the date of the event. If the balance is not paid in full, the event shall be considered cancelled.

6. CANCELLATION POLICY:

A. For cancellations less than twelve (12) months prior to the date of the event:

1. Police, security deposit and cleaning fees shall be refunded;
2. All other fees and costs deposited shall be refunded less 5% as administrative/rebooking fees.

Renter's Initials: _____

B. For cancellations less than six (6) months prior to the event:

1. Police, security deposit and cleaning fees shall be refunded;
2. The 50% deposit for tent fees shall be refunded;
3. The 50% deposit for rental fees shall be forfeited;
4. Any amounts paid toward the remaining 50% balance shall be refunded.

Renter's Initials: _____

C. For cancellations less than 6 months but more than thirty (30) days prior to the date of the event:

1. Police, security deposit and cleaning fees shall be refunded;
2. All funds deposited for tent fees shall be refunded, less 10% as administrative fees;
3. All funds deposited for rental fees shall be forfeited.

Renter's Initials: _____

D. For cancellations less than thirty (30) days prior to the date of the event:

1. Police, security deposit and cleaning fees shall be refunded;
2. All other funds as deposited, including tent fees shall be forfeited.

Renter's Initials: _____

7. The Tudor House will be opened at the time stated in your contract. If you desire extra time, or an earlier opening, please call the Rental Agent at (330) 644-1728. There is a fee for additional time.
8. Rental includes use of the patio and grounds; the first floor, consisting of the foyer, large kitchen, living room, solarium, dining room, butler's pantry (small kitchen,) breakfast room, and hallway to the kitchen and restroom; and the basement, consisting of the stairs, hallway and meeting room. Restrooms are located on the first floor and in the basement. If the rental is for a wedding, dressing rooms for the bride and groom are provided **at no extra charge**. No Smoking.
9. **Absolutely NOTHING (tape, staples, fun-tac, nails, etc.) is to be placed on walls, lights or woodwork for displays or decorations.** Candles may be used for decoration purposes indoors, but must remain **unlit**. Electric candles are acceptable.
10. **Rice, birdseed, glitter and metallic confetti are NOT permitted in the house.**
11. **SMOKING IS NOT PERMITTED IN THE BUILDING.** The Tudor House and grounds are a **DRUG-FREE** environment.
12. Alcoholic beverages are permitted. No champagne fountains are permitted on carpeted areas.
13. **Food may be SERVED, but cannot be prepared on the premises. THE TUDOR HOUSE HAS A SERVING LICENSE ONLY. PLEASE ADVISE YOUR CATERER.** When using the large kitchen, you are permitted to use the sink, stove and counters. When using the small kitchen (butler's pantry,) you are permitted to use the sink, refrigerator and counters. You are NOT permitted to use the coffee pots, dishes or contents of the cupboards and drawers in either kitchen.
14. You may use available tables and chairs at no extra charge. It is your responsibility to set up, take down and put tables and chairs away in designated areas.
15. Renters are responsible for clean-up following the event. Clean-up includes:
 - A. Bagging, tying and removing all trash (including restrooms and dressing rooms) to the dumpster, located at the rear of the house.
 - B. Washing the floor, if a spill occurs, and sweeping of carpet of rooms rented.
 - C. Washing off all tables and chairs.

- D. Washing off counters and sinks in large kitchen and butler's pantry (small kitchen.)
- E. Emptying and washing out refrigerator and freezer.
- F. Cleaning up the patio, if necessary.
- G. Picking up any trash in the yard; balloons, streamers, bottles, plates, cups, party favors, etc.
- H. You are not permitted to dump ice or coffee on the lawn. Instead, ice chests must be emptied on the concrete by the garage and hot coffee from coffee urns must be poured down the butler's pantry sink, only.
- I. You must furnish your own trash bags (lawn & leaf or 55 gallon,) paper towels, dishcloths, dish detergent, extension cords, 3-prong adapter plugs, can opener, etc.
- J. Cleaning supplies, a broom and mop can be found in the tall closet beside the refrigerator, in the butler's pantry.

*****FOR AN ADDITIONAL FEE OF ONE HUNDRED FIFTY DOLLARS (\$150.00)**
THE TUDOR HOUSE WILL BE RESPONSIBLE FOR CLEAN-UP.

- 16. It is your responsibility to provide a copy of your signed Rental Agreement to your clean-up committee, caterers, photographers, florists, outside contractors, etc., and to advise your guests accordingly in order to ensure that the terms of said Rental Agreement are followed.**
- 17. Parking is not permitted along the driveway or on the grass of the Tudor House grounds. Cars will be towed at owner's expense. Additional parking is available in the Portage Lakes State Park, adjacent to the Tudor House.
- 18. You must guarantee supervision of your guests and contractors to prevent property damage and to ensure that no one enters areas posted "NO ADMITTANCE."
- 19. Music cut-off time, outdoors, is 10:00 PM.
- 20. Renters are liable for items rented from rental companies. All deliveries prior to your rental must be approved by, and scheduled with, the Rental Agent. These items must be removed from the Civic Center property by the end of your scheduled rental time, unless other specific arrangements are made with the Rental Agent.
- 21. Renters are liable to pay for any damages which occur to the premises, its contents and grounds in excess of the security deposit, during the rental period.
- 22. Renters shall release, indemnify and hold harmless the Tudor House and the City of New Franklin from any and all claims, losses, damages or injuries which occur or may be incurred by reason of, or arising out of, any act or omission, negligent or otherwise, by the Renters, their contractors and/or their guests, before, during or after the event to which this Agreement applies.
- 23. This is an Ohio agreement to be construed in accordance with the laws of the State of Ohio.

24. Any waiver of any breach or violation of any term or condition of this agreement shall not operate as a waiver of any other term or condition. Should any provision be declared unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

ACKNOWLEDGEMENT AND SIGNATURE:

Renters hereby acknowledge they have reviewed this Agreement and the terms and conditions set forth with the Rental Agent, they agree with the terms and shall use the facility consistent with those terms.

Renters further agree and affirm that their guests, caterers, photographers, florist, outside contractors and all other persons in or on the premises during the rental period shall be bound by and shall comply with the terms and conditions as set forth above.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have herein set their hands.

Signature of Renter

Date

Signature of Renter

Date

Signature of Rental Agent

Date

Please mail payments to the following address:

**City of New Franklin
5611 Manchester Road
New Franklin, Ohio 44319**

NEW FRANKLIN TUDOR HOUSE OFF-DUTY OFFICER SECURITY AGREEMENT

NAME(S) OF RENTER(S) _____

ADDRESS(ES) _____

TELEPHONE NUMBER(S) _____

NATURE OF PROPOSED USE _____

DATE REQUESTED _____, 20____

*HOURS OFFICER REQUESTED: _____ AM/PM to _____ AM/PM

****NOTE: The hours of the event and the hours of the rental will be the same.***

1. An off-duty City of New Franklin Police Officer **must** be hired to provide security for all events. New Franklin will schedule the officer. Renter must deposit the full cost of the police officer at least 30 days prior to the event. **Failure to timely deposit the officer fee will result in the cancellation of the event and the forfeiture of the security deposit and rental fee.** The officer fee is \$27/hour. The officer fee shall be refunded if the event is cancelled. A reminder notice will be sent to the address on this agreement.
2. **The officer is to be present from the beginning of the event, to the end of the event. NO EXCEPTIONS!**
3. The officer may check the premises, both inside and outside, during the scheduled rental period. **Take note:** Although the Tudor House allows the host (renter) of this event to serve alcohol, a person who furnishes alcohol to an underage person is guilty of a first-degree misdemeanor. The social host of this event (renter), therefore, risks being fined and imprisoned if he/she furnishes alcohol to a person who is not 21 years of age.
4. The City of New Franklin Police Department will be notified, by our office, to be present at your event.

I/We agree to comply with the above rules, in addition to those stated in our Rental Agreement or we agree to forfeit our deposit.

Signature of Renter

Date

Signature of Renter

Date

Signature of Rental Agent

Date

/ckl 05/2018