

White round and rectangular table clothes are available for rent at \$15.95 each.

Scottsboro-Jackson Heritage Center
Rental Agreement (Version March 31, 2022)

This Rental Agreement executed by the undersigned parties on this ____ day of _____, 20____, constitutes an agreement for the rental and use of property managed by and under the control of the Scottsboro-Jackson Heritage Center (hereinafter for purposes of this Agreement referred to as "Owner"). For and consideration of the mutual terms, conditions and representations set forth herein, the undersigned parties agree as follows:

1. PARTIES. The parties to this Agreement are:

Owner: Scottsboro-Jackson Heritage Center
Owner Contact: Jennifer Petty 256-259-2122
Physical Address: 208 South Houston Street, Scottsboro, AL 35768
Mailing Address: PO Box 53, Scottsboro, AL 35768
Email: heritage@scottsboro.org

Event name: _____

Renter responsible person(s): _____

Renter Address: _____

City/State/Zip: _____

Renter Cell #: _____

Renter email address _____

The above Renter Responsible Person shall be referred to hereinafter as "Renter." By signing below, Renter assumes and is responsible for the obligations contained in this Agreement.

2. RENTAL EVENT INFORMATION.

Date of Event: _____

Event Details: _____

Event Start time: _____

Event End time (include clean up; doors locked and vacating premises): _____

Is set up time needed? Yes _____ No _____ If yes: Date _____

Start and end time _____

Expected maximum number of Guests Attending: _____

Does Renter plan to serve alcohol? Yes _____ No _____

Does Renter intend to hire a caterer? Yes _____ No _____

If yes, Caterer's name? _____

Does Renter intend to hire security? Yes _____ No _____

Is Renter requesting changes to any set up in any area being rented? Yes ___ No ___

If yes, give a detailed and complete description of all such requested changes including responsibility for setup and take down and returning area to its pre-changed condition (recommend taking pictures of existing setup for reference).

3. HERITAGE CENTER AVAILABILITY AND RATES

Times available: Monday – Thursday 9:00 a.m. to 8:00 p.m.

Friday – 9:00 a.m. to 10:00 p.m.

Saturday – 12:00 p.m. to 10:00 p.m.

Sunday – 12:00 p.m. to 8:00 p.m.

Venue Space and Rates: All rates are based up to 4 hours.

- Brown-Proctor House (only): \$200.00
- Exhibit Center Only (Exhibit Hall, kitchen, bathrooms):
Large Events \$500.00 Small Events \$200.00 (Mon-Fri 9 a.m. to 4 p.m.) or \$250.00
(outside those hours)
- Brown-Proctor House + Exhibit Center:
Large Events \$700.00 Small Events \$400.00 (Mon-Fri 9 a.m. to 4 p.m.) or \$450.00
(outside those hours)
- Grounds Only: Not available at this time
- Grounds Only with kitchen use: Not available at this time
- Additional hours over 4 hours: \$50/hour for buildings

Rental Deposit. A deposit of **50% of the total venue rental is due** at the time of signed rental agreement. Only after the deposit is paid is the venue reserved. The remainder is required 30 days prior to event date. See Cancellation Section for information regarding return of paid fees.

Damage Deposit. A separate check or cash for \$250 is required 30 days prior to the Date of the Event. A walk through will be done prior to event and after event to determine if any damage has occurred. The deposit is fully refunded after the event unless there is time overage, damage to the Owner's property, or need for additional cleanup.

Overage Fees. A \$25/\$50.00 fee will apply for every hour the event extends past the Event end time. (To avoid additional charges, we recommend that you allow at least 45 minutes for breakdown time.) Each additional hour is billed as a whole hour regardless of actual minutes used. Overage fees are due immediately after the event.

Items included in rental. The following items or services are included in the rental rate:

- Venue space as noted in Section 12a
- Use of Owner folding chairs as noted in Section 12c (indoor use only); Owner will set up and take down.
- Use of Owner folding tables as noted in Section 12d (indoor use only). Owner will set up and take down.

4. TERMS AND CONDITIONS.

- a. **Clean Up:** Renter is responsible for removing all decorations, food in any kitchen appliances, trash and debris on tables, chairs, and floors. Renter is responsible for making sure spills are cleaned up promptly and overflowing trash cans are monitored during the event so that no damage occurs to the property. The rented premises must be left in as good of condition as it is found. If the rented venue is not maintained and left in good condition, additional fees may be assessed
- b. **Repair Fees.** Additional charges, in addition to the damage deposit amount, may be assessed for actual or estimated repair to restore rented premises grounds, equipment or other property to its pre-rental condition.
- c. No furnishings, exhibits and other items are to be moved from their locations except as specifically spelled out in Section 2.
- d. No smoking is allowed on Owner's premises inside and outside.
- e. If serving alcohol, only beer, wine and champagne are allowed. Liquor is prohibited.
- f. Renter is responsible for guest behavior.
- g. If applicable to the event, Renter is to provide their own caterer, bartender, and/or security.
- h. Background music and/or a piano player is allowed.
- i. Because of potential damage to wood flooring, bands and DJs and dancing inside the Brown Proctor house and Exhibit Center are prohibited.

- j. The Owner accepts no responsibility for damage or loss to furniture, decorations, and other items or materials brought in by Renter.
- k. Renter is responsible for providing waterproof protective coverings for any of the Owner's tables used to serve and/or set drinks. Renter and guests are not allowed to set drinks on any of the Owner's unprotected wooden furniture.
- l. No decorations or other materials are allowed to be tacked, nailed, taped or putty used on the walls.
- m. No rice, birdseed, confetti, or any other items/materials for throwing are to be brought into the facilities or thrown anywhere on the premises.
- n. Rental of the Brown-Proctor House is for the first floor only. Renter and guests are not allowed upstairs or in the basement.
- o. In accordance with Fire Code, the maximum occupancy of the Brown Proctor house and Exhibit Center are posted and not to be exceeded.
- p. As additional consideration and as an inducement for Owner to enter into this Agreement, Renter shall indemnify and hold Owner harmless from any and all claims for loss, injury or damages arising out of Renter's use and occupancy of the leased premises, specifically including court costs and attorneys' fees.
- q. Owner reserves the right to deny any rental request based on potential adverse impact to the purposes and integrity of the Scottsboro-Jackson Heritage Center.

5. ITEMS EXCLUDED FROM RENTAL.

- a. Use of Owner's cooking or serving utensils, including all silverware and china
- b. Any items or services not specifically listed as provided by the Owner are the responsibility of the Renter.

6. **CANCELLATIONS.** All cancellations must be made in writing and delivered to Owner at least thirty (30) calendar days prior to the Event Date. Cancellations made less than 30 calendar days prior to the event Date will result in a forfeiture of the amount paid at contract signing. Renter acknowledges that the foregoing cancellation policy is not intended to be punitive, but that Owner is or may be foregoing actual or potential opportunities in reserving the venue for Renter, thereby diminishing, or eliminating Owner's ability to rent the premises within 30 days or less prior to an event date.
7. **PAYMENTS.** All payments due herein shall be made using cash, personal check, or cashier's check. Personal checks shall be made payable to "Scottsboro-Jackson Heritage Center" at P.O. Box 53, Scottsboro, AL 35768. Any personal check returned for insufficient funds is subject to a \$30.00 returned check fee.

8. **SEVERABILITY.** In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.
9. **MODIFICATION.** No alteration or other modification of this Agreement shall be effective unless such alteration or modification shall be in writing and signed by the parties.
10. **OPPORTUNITY TO REVIEW.** By executing this Agreement, the undersigned parties warrant and represent they have had an opportunity to review the same, and after such review or opportunity to review, have read and fully understood all terms and conditions pertaining to this Agreement.

11. RENTAL SUMMARY AND COST

- a. Space to be rented: _____
- b. Changes to existing setup as spelled out in detail in Section 2.
- c. Use of _____ Owner folding chairs
- d. Use of _____ Owner tables
- e. Rental space cost (up to 4 hours) _____
- f. Additional hours _____ hours at _____ = _____
- g. Total Rental Cost _____
- h. Deposit (50% of total rental cost) _____
- i. Amount due 30 days prior to event:
 - i. Balance of contract _____
 - ii. Damage deposit of \$250
 - iii. Total due 30 days prior to event _____

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed as of the day and year first hereinabove written.

FOR OWNER:

Signature: _____

Print: _____

FOR RENTER:

Signature: _____

Print: _____

For Caterers:

1. No stove in Kitchen
2. Double ovens
3. Small microwave
4. Refrigerator/freezer
5. Commercial reach-in refrigerator
6. Warming cabinet
7. No icemaker

Not Provided:

1. China
2. Silverware/serving utensils
3. Glassware/wine glasses/barware
4. Chafing dishes/steamtable pans
5. No cookware
6. Limited serving trays – silver & glass – with prior request
7. Beverage pitchers
8. Food service gloves, food wrap, storage bags or containers

Provided as part of Rental:

1. 10 round 60-inch tables
2. 2-6 ft. tables
3. 2 – 8 ft. tables
4. Chairs

Caterers should bring enough helpers to provide setup, service and cleanup. While Heritage Center staff and/or representatives are present during rentals, they are not responsible for helping other than answering questions and any problems that may arise during the rental. Kitchen should be left in condition as found; otherwise, a caterer cleanup fee may be charged, or caterer not approved for use of facilities. All food, garbage and equipment should be removed by caterer at end of rental hours.

If renter has food catered and dropped off, they are responsible for setup of food, serving food and cleanup of kitchen. While Heritage Center staff and/or their representatives may be present, they are not responsible for setting up, serving and cleanup. All serving supplies, preferably disposables, should be supplied by renter or caterer. The Heritage Center does not supply these items.