

B NORTHERN VIRGINIA REGIONAL PARK AUTHORITY 2012

Carlyle House Historic Park
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Alexandria, Virginia 22314
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(703) 549-2997
www.carlylehouse.org

**AGREEMENT FOR USE OF THE CARLYLE HOUSE HISTORIC PARK
FOR BUSINESS OR SOCIAL FUNCTIONS**

Date of Use _____

Legal Name of Host or Organization _____

Address _____

City _____ State _____ Zip _____

email address _____

Home Phone _____ Business Phone _____

Purpose of Event _____

Name of Catering Firm _____

Number of Participants _____ Date of Request _____

Official Starting Time: _____ Time Out: _____

I (we), _____ in requesting the use of Carlyle House Historic Park on _____, will be responsible for adherence to the regulations for the use of Northern Virginia Regional Park Authority (NVRPA) facilities (attached), to the "Rules for Use"(also attached) of Carlyle House, and to the conditions printed on this agreement. I (we) agree that I (we) shall assume all financial responsibility for any damage or loss to the Carlyle House Historic Park or its property during or as a result of our rental of the House and for any personal injury which may occur during or as a result of this rental. It is understood that the renter expressly agrees to indemnify and hold harmless NVRPA, Carlyle House Historic Park, its officers, directors, servants, agents, and employees ("the releasees") from and against any and all claims, demands, actions, causes of action, damages, liabilities, and expenses arising out of this Agreement, and/or the conduct of this event, except for "the releasees" own negligence or intentional acts. I (we) will indemnify the NVRPA and hold it harmless from and against any and all claims, demands, actions, damages, liabilities and expense arising out of the operation of this Agreement. I (we) have examined the following conditions regarding the rental use of Carlyle House Historic Park and agree to them.

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1. 1. The Carlyle House Historic Park is available for rental six days a week from 6:30 pm until midnight. All events must be over and clean-up completed by midnight. The caterer may begin set-up in the kitchen at 5:00 pm. \$2310 (\$2200 rental fee and \$110 Virginia rental tax) must be paid at least thirty (30) days prior to the scheduled use of Carlyle House Historic Park. Up to two additional hours, 4:30 to 6:30 pm, may be purchased for the fee of \$551.25 per hour (\$525 per hour and \$26.25 per hour Virginia rental tax). If two additional hours are purchased, the event may begin at 4:30 pm; if one additional hour is purchased, the event may begin at 5:30 pm.
2. The renter must provide an initial deposit of fifty percent (50%) of the rental fee, payable to the NVRPA, with the signing of this agreement. The balance of the rental fee and a security deposit of \$500 are due no later than thirty days prior to the rental date. **The security deposit does not apply toward the rental fee.** In the event that the renter cancels the reservation 180 days or more prior to the rental date, twenty-five percent (25%) of the initial down payment will be forfeited. In the event of a cancellation less than 180 days, but more than thirty (30) days prior to the rental date, fifty percent (50%) of the initial down payment will be forfeited. In the event of a cancellation less than thirty (30) days prior to the rental date, the renter forfeits the entire down payment. The renter must provide written notification of cancellation. If the canceled date is rebooked, all deposits will be refunded, less a \$100 administrative fee.
3. Strict adherence to an absolute maximum capacity of 100 persons on the property is required. The renter is responsible for keeping the number of people attending the event at or below the maximum occupancy limits.
4. The NVRPA may apply all or part of the security deposit to recover damages for breaches in any of the provisions of this Agreement or the "Rules for Use". The security deposit will be forfeited if the hosts, guests and caterers do not leave the site by midnight.
5. Clean up is the responsibility of the renter and his caterer, and failure to do so shall result in forfeiture of the \$500.00 security deposit and jeopardize future use of the house. All steps on the "Checklist for Clean Up" must be completed by the renter, his caterer, or designated representative to the satisfaction of the Carlyle House staff member in charge. After its completion, the Checklist must be signed by the renter, his designated representative or caterer's representative.
6. Return of the security deposit is contingent upon inspection to be done within forty-eight (48) hours by Carlyle House staff members. The NVRPA reserves the right to deduct from the deposit any amount necessary to cover the cost of additional clean up and the cost of repairs or replacement of any property damaged during the operation of this Agreement. The security deposit will be refunded within approximately two weeks after the event provided the premises, facilities, and equipment are left in satisfactory condition. If the security deposit does not fully cover these costs, the renter will be billed for the difference and agrees in advance to pay such difference within fifteen (15) days of the date of a bill.
7. The NVRPA reserves the right to refuse or cancel the "Agreement for Use of Carlyle House Historic Park" for just cause. The "Agreement" is non-transferable.

8. Should the renter or any of his designated representatives breach or fail to comply with any of the provisions of this Agreement and federal, state, and local laws or any rule, regulation, or order of the NVRPA affecting the Agreement in any or all matters, the NVRPA may order the renter or his designated representatives to remedy immediately such breach or to comply with such provisions, laws, rules, and regulations. In the event the renter or his designated representative does not immediately comply, the NVRPA may forthwith terminate this Agreement and the same shall end as though it were the time provided for the termination thereof. In the event this Agreement is terminated as aforesaid, or for any reason or cause whatsoever as elsewhere provided in this Agreement, all rights of the renter therein shall be forfeited without any claims for damage, compensation, refund of deposit fees, if any, or any other payment whatsoever against the NVRPA, its officers, directors, employees or agents.

9. The NVRPA, its officers, agents, and employees assume no responsibility for the personal property of the renters, their guests, designated representatives, employees or other participants in the event. The renter will remove all such property from the facility by midnight on the day of scheduled use unless prior arrangements are made with the Carlyle House Administrator or the Administrator's designated representatives.

10. Eating and drinking are not permitted inside Carlyle House.

11. No smoking is permitted inside Carlyle House and on the tented terrace.

12. The caterer must provide a certificate of insurance for the amounts of liability specified by the Carlyle House staff prior to the event. The certificate must name the NVRPA as additionally insured. All food must be prepared off site except for beverages, but food can be warmed on site. No cooking over a gas flame or with hot oil is permitted.

13. Renters who plan to serve alcoholic beverages must use the NVRPA licensed and insured catering department, Great Blue Heron Catering, to provide and serve all alcoholic beverages.

14. No objects or furniture belonging to Carlyle House Historic Park may be moved or used without the approval of the Administrator or the Administrator's designated representative. The renter is responsible for seeing that all participants at the event do not move or use any objects or furniture belonging to Carlyle House Historic Park. No exhibit, room display, or any other presentation in the museum may be dismantled, rearranged, or moved.

15. The renter must notify the Carlyle House staff as to the exact starting time of the event, the names of any vendors supplying services for the event.

16. Catering equipment may be delivered only on the day of the event and must be picked up the next day unless prior arrangements are made with the Administrator or the Administrator's representative. Equipment must be stored in the "tunnel" or on the back terrace to the side of the house at the renter's risk. Food, flowers, and any other perishables including wedding cakes may only be delivered after 5:00 pm on the day of the event unless additional hours are rented.

17. No amplified music is allowed in the house, yard, or on the terrace. For example, no DJ's or bands using amplifiers and/or drums.

18 Dancing is permitted on the terrace only.

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19. No rice, confetti, birdseed, rose petals or other materials may be thrown in the house or on the property. Chairs are allowed **only** on the front lawn and brick areas, including the terrace. **No chairs and tables are allowed in the back garden area except brick areas.**

20. Renters, their guests, caterers, or other participants are not permitted entrance to any rooms or spaces which are roped off or marked by a "Closed" sign.

21. Staff members from the Carlyle House Historic Park shall be present to supervise the house throughout the scheduled use. Renter agrees that those staff members may remove any unruly guests from the premises. Carlyle House Historic Park and NVRPA staff members have sole authority at all times concerning the use of the facility.

22. If the renter desires to alter any of the specifics of this Agreement in any way, he must obtain the written approval of the Carlyle House Administrator or the Administrator's designated representative at least three (3) days prior to the scheduled use.

23 In the event of a breach of this contract by renter, NVRPA shall be entitled to recover its costs, including reasonable attorneys fees, incurred in enforcing its rights herein.

Signed: _____
Renter

Signed: _____
Administrator or Curator
Carlyle House (NVRPA)

Signed: _____
Renter

-----FOR OFFICE USE ONLY

Amount	Initials	Date Paid
_____ Security Deposit	_____	_____
_____ Rental Fee	_____	_____

Initials
_____ Checklist Completed

_____ Memo Sent