

THE NEW LONDON HISTORICAL SOCIETY, INC.
Facilities Rental Agreement

This rental agreement is made by and between the New London Historical Society, Inc., P.O. Box 965, New London, NH 03257 (hereinafter "the Society") and _____ (hereinafter "the Renter"). *The parties agree as follows:*

1. Premises Description

The premises refers to buildings and grounds of the New London Historical Society located at 179 Little Sunapee Road, New London, New Hampshire.

The facilities and furnishings to be used by the Renter include the following:

In addition, the Society will provide the following services:

2. Event Description

The Renter hires the property described above for a _____, which will not have more than _____ guests on the premises.

3. Rental Period

| TIME | DATE |
|---------------------------------------|------|
| The function is scheduled to begin at | |
| The function shall end no later than | |
| Setup for the function may begin at | |
| Clean-up must be completed by | |

4. Rental Fee

\$_____ must be paid as a refundable security deposit. *(This deposit will be returned upon satisfactory completion of contract terms.)*

\$_____ shall be paid by _____ for the use of the property for the rental period above. *(Proof of liability insurance coverage is also required at this time.)*

5. Rental Terms & Conditions

Individuals and organizations wishing to rent facilities do not have to be affiliated with the Society. The Society reserves the right to decline any proposed rental event with or without cause. The following apply to all rentals:

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| ADVERTISING | Private renters must extend invitations to each guest; public advertising is never permitted for events hosted by individuals. Organizations sponsoring public events may not use the Society's name to promote or advertise the event, other than as its location. Unless specifically exempted, all mass media advertising must include the following statement: "The New London Historical Society is not a sponsor of this event." Failure to comply with this policy may result in cancellation of the event. |
| ALCOHOL | The renter and/or caterer must comply with all applicable laws and liquor regulations. Bartenders must be certified, and all permits required by the State of New Hampshire and Town of New London are the responsibility of the renter/caterer. (See also INDEMNIFICATION) |
| CAPACITY | All rental facilities have a maximum number of occupants allowed by local fire safety officials; capacity limits must be observed or the event may be terminated. |
| CATERING | The Society has no preferred caterers. Renters must ensure that caterers comply with all rules specified in this Rental Agreement. For their protection, renters should also verify that caterers are properly licensed with valid liability and workers compensation insurance policies. (See also ALCOHOL) |
| CLEAN-UP | All food and drink trash must be collected and removed by the caterer or renter immediately at the close of the event (and no later than 11 PM). Renters must remove all other trash, personal property, and decorations by the clean-up time specified in the agreement. All spaces must be cleaned to its found condition. |
| DECORATIONS | Decorations affixed to Society property must be approved before installation. Historical Society exhibits and artifacts may be moved only by Society personnel. Candles are permitted in tents and some other locations provided they are enclosed in glass containers and not left unattended. (See also FIREWORKS, SIGNS) |
| DEPOSIT | A refundable security deposit is required for private rentals. This deposit, accompanied by a signed rental agreement, reserves the event date. The full deposit is returned if the renter cancels the event at least 60 days in advance; it is returned within 30 days after the event if all conditions were met and no damage incurred. |
| ELECTRICITY | The Society is unable to provide electrical service beyond that commonly found in a standard household. Most circuits are rated at 20 amps or less. Some toilet trailers, portable kitchens, and refrigeration units cannot be accommodated. |
| EXHIBIT AREAS | Exhibits are not included in the facility rental rate. Exhibit areas may be included in the Facilities Rental Agreement for an additional charge. Absolutely no food or drink, outside equipment, or decorations may be taken into exhibit areas. If exhibits are included in the rental agreement, the Society will provide staff to conduct tours and monitor exhibits. |
| FIREWORKS | Possession or use of fireworks, sparklers, pyrotechnics, firearms, ammunition, and explosives is prohibited on Society property. |

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| FUND-RAISING | Fund-raising to benefit local non-profit organizations is permitted with the Society's prior knowledge and consent. Political fund-raising is prohibited. |
| HOURS | Renters, guests, and caterers must vacate the buildings and grounds by the time specified in the agreement, and no later than 11 PM. A portion of the renter's security deposit will be withheld if this time limit is violated. Without exception, music and all other loud noise must cease by 10 PM; both guests and caterers should be instructed to leave the premises quietly. |
| INDEMNIFICATION | By signing this Rental Agreement, the applicant indemnifies and holds harmless the New London Historical Society, Inc., its officers, staff, directors, volunteers, and employees from suit, action, damages, liability and expense in connection with personal injury, death, property damage, loss, or theft resulting from the use of the facilities. The renter also accepts full responsibility and liability for any personal injury or property loss and/or damage to anyone including third parties arising from or in connection with the rental event. (See also INSURANCE) |
| INSURANCE | Renters assume full financial liability and responsibility for damage and/or loss of Society property, and for any accident, injury, loss, or damage to property incurred by the renter and/or guests during or as a result of the facility rental. This liability includes legal fees. Renters must submit proof of liability coverage at the time of final payment. (See also INDEMNIFICATION) |
| PAYMENT | Rental fees and required insurance certificates must be received by the Society on or before the date specified in the Rental Agreement. Failure to meet this deadline may result in cancellation of the event. |
| SECURITY | The Society may require renters to hire security personnel at renter expense; the Society may also inspect the premises at any time during an event to ensure that rental terms are met. Facility caretakers may act to protect the Society's property, and may request the removal of disruptive guests, call law enforcement, and/or terminate the event. |
| SIGNS | The town of New London prohibits temporary signs on public roads. Balloons or flowers may be tied to the post at the entrance to the Society's driveway; these should be removed as soon as possible and may not remain overnight. |
| SMOKING | Smoking is prohibited inside any building or other structure. |
| TENTS | The Society has one preferred tent provider, who is familiar with the location of underground electric, alarm, and septic services. Other tent companies may be used, but they must get site approval before placing tents on the grounds. |
| TOILETS | Unless otherwise specified in the rental agreement, private renters will not have access to the Society's limited rest room facilities and must rent portable toilets to accommodate their guests. (See also ELECTRICITY) |

6. Applicable Law

This rental agreement shall be governed by and constructed in accordance with the laws of the state of New Hampshire. The parties hereby consent to the jurisdiction of the New London District Court or the Merrimack County Superior Court as may be appropriate for the resolution of any action between the parties.

By signing this agreement the Renter does hereby certify that Renter has read, understands, and will comply with the terms and conditions listed above. The Renter acknowledges that Renter is responsible for ensuring the compliance of both guests and hired staff, and that a violation of these terms may result in forfeit of Renter's security deposit and cancellation or termination of the event.

7. Signatures

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year indicated below.

Date

Authorized, New London Historical Society

Date

_____, Renter