



SPACE RENTAL AGREEMENT

413 West 46th Street, New York, NY 10036
PHONE 212.246.9885
FAX 212.246.9855
www.hartleyhouse.org

PLEASE PRINT CLEARLY!

Make Payment Payable to: Hartley House
413 West 46th Street
New York, NY 10036

Today's Date: _____

CONTACT INFORMATION

Name ("RENTER"): _____

Email Address: _____

Home Phone: _____ Mobile Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

PURPOSE

Special Occasion: Anniversary Baby Shower Birthday Other: _____

Conference/Meeting: Describe: _____

Wedding: Describe: _____

How many attendees expected? _____

SPACE ACCOMMODATIONS

- Theater (12 Folding Tables, 100 Chairs)
- Dining Room (1 Conference Table, 14 Chairs)
- Courtyard
- Gallery (6 Tables, 25 Chairs)
- Parlor
- Other: _____

The above named has elected to host their event at Hartley House located at 413 West 46th Street, New York, NY 10036 on _____ for the rental fee of _____ between the hours of _____: _____ (am/pm) and _____: _____ (am/pm), These hours include an hour for set-up and clean-up (included in the rental package). _____

A Security deposit of \$200 has been collected: Cash Check # _____ Other _____

Add'l cleaning fee of \$75 has been collected (See Pg.4 for details): Cash Check # _____ Other _____

1st Payment Amount _____ Date Paid: _____ Cash Check # _____ Other _____

Balance Due: _____ Date Paid: _____ Cash Check # _____ Other _____

Insurance Received:

Guest List Received:

Initial here: _____

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1. CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping Hartley House a well maintained and safe location for future use.

2. RENTAL FEES

All balances must be paid in full to Hartley House 48 hours prior to the event.

A security deposit, a 50% payment and signed agreement are all required to reserve the date and space. Payment may be made by cash, check, credit card or money order. The space may not be utilized until full payment is received.

3. SECURITY DEPOSIT AND DAMAGE(S)

A **security deposit of \$200.00** made payable to **Hartley House** is **required** and due at time of **reservation**. Please note that this security deposit is separate and different from the 50% payment to secure the date and space. The security deposit will be **refunded** within five (5) business days following the rental period provided the premises are left in the same condition as when rented, **(i.e. space rental checklist must be followed)** and satisfactory to Hartley House management. However, if any cleaning or repairs are deemed necessary beyond normal use, or if any violations are issued by NYSD, your security deposit will not be returned. If the building or any or its historic contents, including furniture or artwork, is damaged during the event, renter will be solely responsible for such damage.

If for any reason clean-up is not completed at the end of paid time or renter did not pay for the additional cleaning fee; the extra cost will be taken from the security deposit. A minimum of 1 base hour plus reception costs will be charged for late departures. Hartley House will not mail out the refunded security deposit check. It is the renter's responsibility to pick up the check after five (5) business days following the rental. Advance notice is needed before a refunded security check is processed.

4. CAPACITY

Renter understands that the maximum standing capacity of the Hartley House rooms are as follows:

- Theater – 110 people
- Courtyard – 150 People
- Formal Dining Room/Parlor – 25 People
- Gallery – 35 People

A guest list of all attendees is required for every event. Hartley House does not permit space rental for events open to the public, such as when tickets are sold at the door. The guest list must be received by Hartley House no later than 48 hours prior to the start of the event.

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5. SITE DECORATION

Hartley House wants to make every event here a special experience; therefore, every effort will be made to accommodate Renter's creative decor. We ask that tables, chairs, and any furnishings be returned to their original places. The piano should not be moved at any time. No nails, screws, staples or penetrating items should be used on the walls or wood. Any tape or gummed backing materials must be properly removed; any wall damage will be deducted from the deposit.

6. SPECIAL EVENT INSURANCE

Hartley House requires all parties to purchase special event insurance.

Insurance can be obtained through any insurance broker you choose. You may choose to use RV Nuccio & Associates Insurance Brokers, Inc.; they can be reached at 1-800-364-2433 or www.rvnuccio.com. The **minimum premium is approximately \$100.00** but may differ depending on the type of event and number of people.

We require all renters to carry \$1,000,000/2,000,000 personal liability. If Alcoholic beverages will be served on the premises you must add a host liquor liability. Please include medical coverage of \$1,000. **Renters will be required to purchase this coverage upon renting space and must present the Certificate of Insurance within 48 hours of reservation.** Please name Hartley House, Inc. as the certificate holder and include the following address: 413 West 46th Street, New York, NY 10036

Note: Champagne for toasts are considered alcoholic beverages and would need the coverage indicated above. Hartley House does not permit the sale of alcohol or alcoholic beverages under any circumstance.

7. CONDUCT

There is absolutely no drug use of any kind tolerated on premises. All parties are by invitation only and are not open to the general public. The Hartley House courtyard can be used for smoking and light conversation until 9 pm. At no time should the temperature in the space be adjusted. Please speak to the receptionist regarding any issues. No loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks, or any type of violence, will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Hartley House staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases, NO refund of the rental fee shall be made. **The playground area, slide, and fire escape are off limits to all guests before, during and after an event.**

8. NOISE

Renter acknowledges that the premises are located near residential units and therefore agrees to control the noise level at the event such that it does not disturb neighboring occupants. In the event that renter's event creates a disturbance due to high noise volume, renter shall immediately reduce the volume. If repeated disturbances are created, at the discretion of Hartley House, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded to renter.

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Note: Music must end by 10 p.m. during weeknights and by midnight on weekends. DJs are not permitted to play dance music in the courtyard. Outdoor music will be limited to low, dinner music only.

9. ENTRY AND EXIT

Renter agrees that Hartley House staff may enter and exit premises during the course of the event. A representative of Hartley House will be on-site during your entire event and will be checking periodically with the responsible parties to ensure everything is going smoothly and that the party is conducted according to Hartley House rules. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to issues that may arise.

10. CATERING, CLEANING, TRASH AND EQUIPMENT REMOVAL

There is no open flame or frying allowed on site, nor is use of the stove or oven permitted. However, use of a charcoal BBQ grill is allowed but only on the red brick located in the center of the courtyard.

Hartley House will be in a clean condition prior to your event. Within one **(1)** hour following the event, you are required to return the space to the same clean condition in which it was found. Any spills in the theater space should be cleaned with a mop (which will be provided by Hartley House) and water. **(No chemicals should be used on the wood floors)** If there are not any spills, then the floor can be swept with a dust mop.

Hartley House requires those renting space to remove all trash, including sorted recyclables. Hartley House will provide renter with black bags for regular trash and clear bags for recyclable items. All trash must be collected, properly bagged and removed by the Renter to the Hartley House alleyway where garbage is stored for pick-up. All liquids should be emptied prior to disposal.

Alternatively, the renter may opt to have the space cleaned by staff for an additional fee of \$75. Please indicate above if you choose this option and include the additional fee in your payment. If this fee is not paid prior to the event, the renter is responsible for cleaning. Note: this does not exempt the renter from broken, lost, or stolen property.

All rental equipment must be removed no later than noon the following day.

11. RENTER'S CHECKLIST

THE ATTACHED RENTER'S CHECKLIST IS A TOOL FOR CLEAN-UP ASSISTANCE. THE CHECKLIST DETAILS WHAT HARTLEY HOUSE DEEMS SUFFICIENTLY CLEAN OR IN LEFT IN GOOD CONDITION. THE RENTER WILL NEED TO PROVIDE A POINT PERSON WHO IS RESPONSIBLE FOR REFERRING TO THE LIST AT THE END OF THE EVENT. IF THE RENTER HAS NOT LEFT THE SPACE IN ACCORDANCE WITH THE CHECKLIST, THE RENTER WILL FORFEIT THE SECURITY DEPOSIT AND MAY BE SUBJECT TO ADDITIONAL PENALTIES. THE RECEPTIONIST WILL WALK THROUGH AFTER THE EVENT TO ENSURE THE SPACE IS IN GOOD CONDITION.

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12. ACTS BEYOND HARTLEY HOUSE'S CONTROL

In the event the space or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render Hartley House's fulfillment of this Agreement impossible, then this Agreement shall terminate, and Hartley House shall return the rental charge and the security deposit to the renter. The return of these items shall be the renter's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

13. SUBLETTING

The renter may not do any of the following without Hartley House's written consent:

(A) Sublet all or any part of the rental space, or (B) Permit any other person or business to use the rental space.

14. CANCELLATION

A written cancellation request must be received by Hartley House to cancel an event. Refunds will occur as follows:

<u>Written Cancellation Received</u>	<u>Refund of security deposit and rental fee paid:</u>
More than 30 days prior to rental date	In full
Between 15 and 30 days prior to rental date:	Less 25% cancellation fee
Between 7 and 14 days prior to rental date:	Less 50% cancellation fee
6 days or fewer prior to event	<i>No Refund</i>

15. RAIN DATE

Renter understands that Hartley House cannot control the weather. If the renter chooses to rent the courtyard for a specific event, Hartley House will do whatever it can to make another area available upon request. Hartley House cannot guarantee the availability of another space; however, every effort will be made to accommodate and find a comparable space within Hartley House. The rental cost will remain the same as the original contracted amount.

Renter agrees to all terms and conditions listed in this contract. By signing below, you are accepting the rules set forth by Hartley House.

_____ Event Coordinator Signature	_____ Date
_____ Renter Signature	_____ Date

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RENTER'S CHECKLIST

Please refer to the checklist below to assist with the clean-up process. The renter is responsible for completing the tasks below that will return the space to its pre-rental condition. The renter is responsible only for the space(s) that are rented or used. Staff will do a brief walk-through to ensure the space is in good condition. Non-compliance will result in forfeiture of security deposit.

TASK	DONE
Theater/Balcony	
Empty trash and recycling bins, replace bags, and take to the alleyway	
Wipe down tables	
Sweep floor and/or mop up any sticky areas of the floor	
Return tables and chairs to their original positions	
If applicable, move speakers and/or other equipment back to original positions	
Courtyard	
Sweep ground	
Empty trash and recycling bins, replace bags, and take to the alleyway	
Return any HH equipment (chairs, tables) back to Theater	
Reading Room/Library	
Empty trash and recycling bins, replace bags, and take to the alleyway	
Wipe down tables	
Sweep floor/pick up any trash	
Return tables and chairs to their original positions	
Kitchen	
Empty trash and recycling bins, replace bags, and take to the alleyway	
Remove any non-HH equipment	
Clean any HH utensils, equipment or glassware	
Wipe down counters	
Sweep floor and/or mop up any sticky areas	
Bathrooms	
Sweep floor and/or mop up any sticky areas on the floor	
Ensure that trash is properly disposed of	
Alleyway	
Make sure garbage and recycling bags and boxes in alleyway leave a clear 36' wide path	
Lobby	
Empty trash and recycling bins, replace bags, and take to the alleyway	
Sweep/vacuum floor and/or mop up any sticky areas	
Remove any signs, balloons, etc. from front of the house outside	