

CONTRACT FOR RENTAL OF SIDNEY LANIER COTTAGE
A PROPERTY OF Historic Macon Foundation, Inc.

Physical Address: 935 High Street, Macon, GA 31201
Mailing Address: P.O. Box 13358, Macon, Georgia 31208
(478) 318-7057 | www.historicmacon.org/sidney-lanier-cottage

THIS CONTRACT, made and entered into this ____ day of _____, in the year 20____,
by and between Historic Macon Foundation, Inc. and _____,
the “Renter(s)”, for the rental and use of the grounds and premises known as THE SIDNEY
LANIER COTTAGE, located at 935 High Street, Macon, Georgia.

Type of Event: _____
Day and Date of Event: _____
Time of Event: _____
Expected Number of Guests: _____

Down-payment _____ Rental Fee _____ Other _____
Table arrangement: Sit-down dinner _____ Buffet _____
Number of tables _____ Seats _____

Renter (Please print)

Address

Telephone (mobile) _____ (home)

Email

Caterer _____ Telephone

Event Planner (if any) _____ Telephone

Renter (Signature)

Historic Macon Foundation, Inc. Staff Signature

Terms and Conditions

1. USE OF THE PREMISES AND GROUNDS

- a. Renter(s) shall indemnify and hold harmless the Historic Macon Foundation, Inc. for any and all claims, which may arise as a result of the use of the Sidney Lanier Cottage Premises and Grounds (the “Premises”) by the Renter(s).
- b. Renter(s) shall be responsible for the actions of the caterer, florist, decorator, etc., if any of these services are used and will be responsible for informing each service of the rules for use of the premises.
- c. Renter(s) shall be responsible for the actions of all persons present at the event, and any damages, which may occur to the Premises, or any article on or in the Premises, or any property belonging to Historic Macon.
- d. Caterers must be licensed caterers and are required to provide to staff copies of (1) business license and/or certification by the Health Department, (2) proof of liability insurance, and (3) proof of workers compensation insurance.
- e. **Renter(s)/caterer(s) are responsible for:**
 - 1) All cleanups, removal of decorations, and other items brought into the house. The night of the event, all excess trash MUST be bagged and taken off the property by the catering staff.
Cleaning includes: Counters and tables must be left clean, stoves must be clean inside and out, and kitchen floor must be swept and mopped.
 - 2) All dishes, silver, glasses, etc. must be washed, dried, and returned to their proper location.
 - 3) The bar area, if one is used, must be swept and mopped by the bartender, and a tour of the house and grounds must be taken to collect all empty containers.
 - 4) Excessive amounts of food on or ground into carpets (such as wedding cake) will be the responsibility of Renter(s) to clean.
 - 5) Food may not be deep fried inside the Cottage.
- f. **Candles may not be lit.**
- g. Rice, birdseed, petals, confetti, and any other material, which can and would be thrown at an event, are STRICTLY PROHIBITED FROM BEING THROWN ON THE PREMISES. Also, bubbles may not be used inside, on the front porch, or near the house. No glitter, or items containing glitter, may be brought inside the Cottage, including clothing, make up, or decorations, such as table runners, ribbons, bows, etc. If any materials listed herein or judged to be within this description are used, an additional charge of \$200 shall be added to the final bill of the Renter(s).

- h. NO FURNITURE SHALL BE MOVED WITHOUT PRIOR CONSENT of Historic Macon staff. This applies to all objects within the Premises, and on the Grounds of the Premises.
- i. ABSOLUTELY NO OBJECTS ARE TO BE HUNG FROM, NAILED TO, STAPLED, TAPED, OR OTHERWISE ATTACHED TO THE WALLS, FLOORS, CEILINGS, OR FURNISHINGS OF THE PREMISES.
- j. Music –The Sidney Lanier Cottage is located in a residential neighborhood and music played on the Premises should be in good taste and at a volume in accordance with Macon City Noise Ordinance. On-Site Coordinator will have the final say on the appropriateness and maximum volume of all music played. Renter(s) hereby agrees that all music deemed inappropriate or in violation of the noise regulations set forth herein will be terminated immediately upon notification by the Cottage staff.
 - 1. Prohibited instruments shall include, but not be limited to:
 - a. Drums
 - b. Drum Instruments/Simulators
 - c. Brass Instruments
 - d. Bass Speakers (inside the Cottage)
 - e. Any other high reverberant instruments
 - f. Any amplified equipment deemed inappropriate by management.
 - 2. A piano is available to the Renter(s) for use during the event. The piano is part of the permanent collection of the Cottage and should be used only as a musical instrument. Any costs incurred in tuning the piano shall be borne by the Renter(s).
 - 3. CDs and other types of recordings shall be allowed as long as played in good taste and in compliance with the noise requirements set out in this contract.
 - 4. In accordance with Sec. 12-26 of the City of Macon Nuisance Ordinance, outdoor music must terminate at 9:00pm Sunday through Thursday and 11:00pm on Friday and Saturday evenings.
- k. All instruments expected on the Premises should first be reported to the On-Site coordinator no less than one week prior to the event.
- l. The upstairs of the Cottage is off limits to the Renter(s) and their guests.
- m. A staff person representing Historic Macon shall be in attendance at all events held at the Cottage.

- n. **SMOKING is absolutely prohibited** in the house. The Cottage provides receptacles for disposal of cigarette butts smoked outside if needed.
- o. There is to be no dancing inside the Sidney Lanier Cottage.
- p. All beverages must be served in accordance with all local, state, and federal laws, and the Renter(s) are responsible for compliance with all laws pertaining to serving alcoholic beverages of any type, and including, but not limited to, the following provisions:
 - 1. Renter(s) are under the specific obligation to ensure that no underage persons are served on the Premises.
 - 2. Renter(s) are under the further obligation for any damages arising from the consumption, use of, or as the result of alcohol at any event at, in, or on the Premises.
 - 3. A dedicated bartender(s) must be used, and at no time shall the bar be left unattended.
 - 4. Cans cannot be opened inside of the Cottage (because of spewing).
 - 5. If alcoholic beverages are to be sold, it is the responsibility of the renter (individual or organization) to secure a liquor license or pouring permit from the City of Macon. Historic Macon does not have a permanent liquor license for the sale of said beverages.

2. PERIOD OF USE

- a. ALL FUNCTIONS MUST TERMINATE BY 10:00p.m. Sunday through Thursday and 12:00 midnight on Friday and Saturday. Historic Macon reserves the right to require guests, caterers, and other entourage of the Renter(s) to vacate the premises by said time.
- b. In enforcing this closing time, Renter(s) will allow for cleaning and other arrangements needed to comply with rental contract to be done by said time, so that by said time, the function has ended, the house is secured, and the condition of the Premises is in compliance with the terms of this contract, and there are no persons, Renter(s) or otherwise in or on said Premises.

3. PAYMENT OF FEE

For use by:	*Rental Fees:
1-49 persons	\$600
50-99 persons	\$750
100-150 persons	\$900

MAXIMUM 100 GUESTS INDOORS

Up to 150 guests possible with rental of Garden. Rental of Garden or use of the front lawn is an **additional \$150.**

**Includes On-Site Coordinator and use of items listed on page 6.*

- a. An estimate, to the best of the Renter(s)' knowledge, of the number of people to be present must be given to Historic Macon upon the signing of this contract, or soon thereafter as may be agreed upon between the parties. Whenever the number of persons attending the function exceeds 100 persons, the services of a law enforcement officer to direct traffic may be required as part of the rental fee.
- b. **A \$200 deposit for damage shall be required upon the signing of this contract** from the Renter(s), and will be refunded at the discretion of the Executive Director after the function. This deposit will be referred to as "damage deposit". This is to cover the expenses if additional cleaning of the Cottage is necessary or if any damage occurs as a result of the event.
- c. **Cancellations** –In the event of a cancellation of the contract by the Renter(s) with at least 180 days notice prior to the date of the function for which the Cottage is rented, a refund of all except a \$100.00 processing fee shall be made to the Renter(s). With 90 to 179 days notice a refund of all in excess of \$200.00 will be made to the Renter(s). With 30 to 89 days notice a refund of all in excess of \$300.00 will be made to the Renter(s). If less than 30 days notice is given then there will be no refund of monies to Renter(s).
- d. In the event the function for which the Cottage is rented exceeds six hours, a charge of \$75 per hour or part thereof may be charged by Historic Macon. The period allotted begins when the renter takes over the front of the Cottage.
- e. Our On-Site Coordinator (Cottage staff) will determine a head count of the total number of persons attending said function, which shall include all persons present including the hosts, and in the event of a wedding, the wedding party. If the official head count is above the category already paid for by Renter(s), then an additional amount will be charged or taken out of the damage deposit to balance the difference owed.
- f. Following the event, there shall be no refunding of any amounts paid other than the "damage deposit."

4. RESPONSIBILITY FOR DAMAGE TO GROUNDS, PREMISES, AND/OR CONTENTS OF PREMISES

- a. Any and all damage to any part of the Premises, any objects in the Premises or on the Premises, and any property of Historic Macon shall be the responsibility of the Renter(s), whether caused by the Renter(s), the guests, invited or uninvited, any party hired by the Renter(s), any person incidental to the event of the Renter(s), and any damage caused by the negligence of any of the said parties before or after the event.

5. **RESPECT OF THE NEIGHBORS IN PROXIMITY OF THE PREMISES AND GROUNDS** –At all times, the Renter(s) should be mindful of the noise, behavior, parking arrangements, and other acts of persons in attendance, invited or uninvited, and hired staff of said Renter(s).
- a. Historic Macon specifically reserves the right to refuse future rentals of the said Premises and Grounds to any prior Renter(s) based upon the frequency and nature of any complaints received from the neighborhood residents.
6. **ITEMS FURNISHED BY THE SIDNEY LANIER COTTAGE** –Use of the following items is included in the Rental contract:
- a. Assorted white linens
 - b. Several containers for flower arrangements
 - c. Highball, champagne, and wine glasses
 - d. Water goblets, iced tea, and juice glasses
 - e. Stainless flatware –service for 70, extra teaspoons
 - f. Silver punch bowl, crystal punch bowl, and punch cups for 100+
 - g. Glass plates for 90
 - h. 45 plain cream colored dinner plates, cups, saucers
 - i. 128 Historic America plates
 - j. Assorted sizes of silver trays
 - k. Silver pitchers
 - l. Salt and pepper shakers, cream and sugar containers
 - m. 10-burner gas stove with double ovens
 - n. Refrigerator and upright freezer
 - o. Commercial dishwasher (washes in 5 minutes), dishwasher detergent
 - p. Coffee maker
 - q. Plastic pitchers and plastic trays
 - r. Two round card tables
 - s. Site Coordinator to oversee operation of kitchen machines, lock up, and to protect inventory