

HISTORICAL HALL RENTAL AGREEMENT

The following AGREEMENT between the Bedford Historical Society, Inc., (BHS) as Lessor and _____ as Lessee, for use of Historical Hall (herein Historical Hall or the Premises) for the specific purpose filled in below, and upon the terms and conditions herein specified.

The Lessee agrees to abide by the following use restrictions for Historical Hall:

- (a) the maximum capacity for Historical Hall is currently 50% of capacity of 175 persons and is subject to change due to COVID.
- (b) there is to be no smoking in Historical Hall or any tent or temporary structure erected by Lessee; the use of smoke or fog machines, fireworks, open flames or any incendiary device is prohibited;
- (c) nails, tacks, screws, hooks, picture hangers and tape may not be used or applied on walls, columns, ceilings, floors, or external surfaces of the building;
- (d) proper care must be observed to avoid defacing painted surfaces or floors;
- (e) there may be no alterations/additions to the electrical system, or overloading of electrical circuitry;
- (f) both the interior and exterior of Historical Hall and the surrounding yard shall be left in the same condition as found; and
- (g) the kitchen may not be used for the initial preparation of food.

The Lessee agrees to the following financial and related terms for this Rental Agreement:

(If any of the terms or conditions are violated, the BHS has the right to retain a portion or the full amount of your damage deposit.)

- (a) the term of the rental shall be the following date(s) beginning at 9:00am: _____
- (b) the fee for the above will be \$_____ with a deposit of \$_____ payable upon execution of this Rental Agreement. The cleaning fee is included in the rental fee.
- (c) the Lessee will make a \$1,000 damage deposit by separate check or credit card at the time balance of rent is paid; this deposit will be fully refunded if no damage occurs.
- (d) any telephone charges incurred during the rental are payable by the Lessee.
- (e) all rented property, such as tables, chairs, tents, etc. and any personal property must be removed from Historical Hall by 8 AM the day after the end of the rental unless other arrangements are made in advance; additional fees will be charged in the event that any such property remains on the Premises.

Other terms:

1. All vehicles must be parked in the driveway to the side of the Premises or elsewhere in legal parking spaces. No vehicle may be parked in front of the Premises.
 2. All Lessees are required to provide a certificate of insurance from their liability carrier. All Lessees employing outside caterers or other vendors are required to provide a certificate of insurance from their vendors' liability and workmen's compensation carriers. These certificates must name The Bedford Historical Society, Inc. as an additional insured. These certificates must be tendered with **the balance of rent due three weeks before the rental date**. Samples of the required insurance certificates are available from the Lessor or the Lessor's website: www.bedfordhistoricalsociety.org
 3. The Lessee agrees to indemnify and hold harmless The Bedford Historical Society, Inc. from and against any and all losses, claims, damages, liabilities, expenses (including legal and other professional fees and disbursements), judgments, fines, settlements and other amounts arising from any claim, demand, action, suit or proceeding, actual or threatened in which such indemnified party may be involved, made or brought on account of the use of the Premises made by the Lessee, its guests, invitees, servants or service providers.
 4. This Rental Agreement may not be assigned or sublet without the prior written consent of the Lessor.
1. This Rental Agreement is subject to the Summary of Provisions on Page 3, the *Use of Hall* document and COVID release. Violations may result in the partial or full loss of your damage deposit.

TYPE / NAME OF EVENT: _____

LESSOR:

Bedford Historical Society
P.O. Box 491
Bedford, NY 10506
Telephone: 914 234-9751
Email: info@bhsny.org

Signature: _____

LESSEE Name & Address:

Telephone: _____
Email: _____
Type of Event: _____

Signature: _____

This rental agreement is to be executed in duplicate. Please retain one copy for your records and return one copy with your non-refundable deposit of one-half of the rental fee to the Bedford Historical Society. Your date is not reserved until your deposit and contract are received by the Bedford Historical Society. Thank you.

SUMMARY OF PROVISIONS

You are responsible for Historical Hall when you are renting it. Please read the following key points, sign and date below to acknowledge you've read and agreed to the following:

Before your event:

- You and each vendor at your event must get a certificate of insurance; you are responsible for getting all certificates to the BHS
- No tape, putty, nails, etc. on any surface that will leave residue or any marks
- Ensure rental companies do not lean tables, chairs, etc. against walls. Items should be stacked on the floor
- Bring large garbage bags to accommodate your garbage
- We provide paper towels, toilet paper and liquid soap for bathrooms
- Tent size cannot exceed 20' x 40'; your tent rental company must contact us before erecting tent to make necessary arrangements

During your event:

- Historical Hall is in a residential area. Please be respectful of the neighbors and aware of the heavy traffic on Routes 22 & 172 in front of the Hall
- If you change the thermostat, return it to the original setting at the end of your event
- Your electrical needs should be distributed among the various circuits (chart on website)
- Food cannot be cooked in the kitchen, stoves are for warming or reheating only
- If you use balloons keep them clear of chandeliers and do not release them outside
- Music and noise levels per Bedford Village Noise Ordinance must be minimized by 12:30AM on Fridays and Saturdays and 11:00PM Sunday – Thursday

When you leave:

- Indoors must be broom clean, all garbage including recycling must be removed and disposed of in appropriate dumpsters behind building
- Outdoors must be clean with all debris picked up from grounds and patio (especially cigarette butts!) Nothing should be left outside of dumpster. Close dumpster doors.
- All lights must be turned off, no windows should be left open
- No food or drinks should be left anywhere in the Hall, including the oven or refrigerator
- Do not lean tables, chairs or any items on walls. Stack rentals on floor only. You will lose your deposit if this occurs!
- Rentals must be removed by 8 AM the day after your event (unless other arrangements were made with BHS)

If there is damage to the Hall, any of the above conditions are violated or any conditions on the Rental Agreement or Use of Hall document are violated, then the BHS has the right to retain part or all of your security deposit. If damages or violations exceed your security deposit, the BHS has the right to collect the excess costs from you or your insurance company.

SIGNATURE: _____ DATE: _____

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/ COVID-19

I understand and acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization.

By signing below, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that all visitors may be exposed to, or infected by, COVID-19 when using Historical Hall, 608 Old Post Road, Bedford, NY.

I voluntarily assume all of the foregoing risks and accepts sole responsibility for any illness, injury (including but not limited to personal injury, disability, and death), damage or loss in connection with attendance and/or participation in any event or program conducted at Historical Hall. Without limiting the generality of the waiver, release, and indemnification described above, the School of Rock hereby irrevocably releases, waives, discharges, indemnifies and holds harmless the Bedford Historical Society from any and all liability to their faculty, representatives, vendors, students, parents and visitors for any and all claims, demands, suits, actions, causes of action, costs, expenses, losses, awards, judgments, injuries or damages caused or alleged to have been caused as a result of the novel coronavirus, COVID-19 or exposure thereto.

I further agree that to comply with all applicable laws, rules, and regulations pertaining to COVID-19 (including requiring the wearing of face masks, frequent hand washing, social distancing, and any other similar requirements).

I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION OF LIABILITY AND I UNDERSTAND THAT I AM VOLUNTARILY GIVING UP CERTAIN RIGHTS BY SIGNING IT.

NAME: _____ DATE: _____

SIGNATURE: _____