



RENTAL AGREEMENT

This Rental Agreement is made and entered into this ____ day of _____,
20____, by and between The Cedars, LLC, a Mississippi limited liability company
 (“The Cedars”), and _____ (“Renter”). This
Rental Agreement governs Renter’s use of 4145 Old Canton Road,
Jackson, Mississippi 39216 (the “Premises”) for the Event defined in Article II
of this Rental Agreement.

ARTICLE I THE RENTER

Renter Name: _____

Renter Mailing Address _____

Telephone: _____ Cell Phone: _____

Email: _____

ARTICLE II THE EVENT

Name of Group/Event _____ Date of Event _____

Beginning Time of Event _____ End Time of Event¹ _____

Need Parking for Over 25 (circle one): Yes² No. Expected Attendance _____

Type of Event (circle one): Business Meeting Reception Wedding Other

If Renter circled “Other”, please briefly describe: _____

ARTICLE III RENTAL FEES AND DEPOSITS

3.1 Fees Owed. Renter owes and shall pay the following fees (described below in this Article III and Exhibit A in more detail):

Types of Fees Owed:

Total Fees Owed: _____

3.2 Damage Deposit. IN ADDITION to the Total Fees Owed, Renter shall pay two hundred fifty dollars (\$250.00) as a damage deposit (the "Damage Deposit"). The Cedars will return the Damage Deposit to Renter within two (2) weeks following the Event unless

- a. the Premises is damaged in setup, during, or takedown of the Event, or
- b. Renter does not adhere to all of Renter's duties as defined by this Rental Agreement.

3.3 Reservation Deposit. IN ADDITION to the Total Fees Owed and Damage Deposit, Renter shall pay as a reservation deposit one half (1/2) of the applicable rental fee, whether Weekend Rental Fee or Weekday Rental Fee as described in Exhibit A, attached hereto (the "Reservation Deposit"). The Reservation Deposit will not be refunded if this Rental Agreement is cancelled.

3.4 Payment. On the same day this Rental Agreement is signed, Renter shall pay the Damage Deposit and the Reservation Deposit. The Total Fees Owed shall be paid thirty (30) days before the Event. Payment shall be made to Fondren Renaissance Foundation at 4145 Old Canton Road, Jackson, Mississippi 39216.

3.5 Refund. A refund may be issued if Renter cancels the Event within thirty (30) days of the Event and after the Total Fees Owed, Reservation Deposit, and Damage Deposit have been paid. The decision to issue a refund and the amount to be refunded, if any, will be determined by the Executive Director of The Cedars, at their sole discretion.

3.6 Returned Check. A fee of thirty-five dollars (\$35.00) will be added to the Total Fees Owed for any check issued by Renter which is returned for any reason, including but not limited to insufficient funds, improper date, improper addressee, and conflicting amounts.

ARTICLE IV TERMS OF RENTAL

4.1 Event Hours. If the Event will occur on a Friday or Saturday evening, the Event must end at or before 11:00 pm that evening. If the Event will occur on a Sunday, Monday, Tuesday, Wednesday, or Thursday evening, the Event must end at or before 10:00 pm that evening (see Music amplification 4.4 for further clarity of end times). Only the Executive Director of the Cedars may grant exceptions to these hour restrictions.

4.2 Rehearsal Dinner. If the Event is a rehearsal dinner on a Friday night, Renter may have access to the Premises at noon the immediately preceding Thursday at no additional charge, so long as there is not an event scheduled for that Thursday evening. To take advantage of early access, Renter must inform The Cedars at booking of its intent to access the Premises early.

4.3 Alcohol. Alcoholic beverages are permitted on the Premises. If Renter intends to serve alcoholic beverages at the Event, Renter shall provide The Cedars with evidence that Renter has off-premises insurance coverage for liquor liability. Renter understands and agrees that under no circumstances will alcoholic beverages be sold or offered for sale on the Premises. Renter also agrees that he/she is fully responsible for ensuring that no one under the legal age shall be served alcoholic beverages on the Premises.

4.4 Music. All amplified music at the Event must end at or before 9:00 pm CST.

4.5 Décor. Renter bears sole responsibility for decorating The Cedars for the Event. This includes, but is not limited to, providing linens, dinnerware, glassware, flatware, floral arrangements, decorations, etc. Renter must provide his/her own tables and chairs unless Renter obtains The Cedars' consent, in writing, to use The Cedars' serving tables and chairs. Renter agrees that his/her decoration of the Premises for the Event will adhere to the guidelines in Exhibit A attached hereto.

4.6 Lighting. Renter may use any existing string/bistro lighting in the back yard of the Premises at no extra expense. If Renter desires a tent or other structure to be located under the existing string/bistro lighting, Renter must arrange through The Cedars curator for the string/bistro lighting to be removed and pay all removal expenses.

4.7 Key. Renter shall be provided one key to the Premises. The key may be picked up one business day prior to the Event. The key must be returned to the Curator the first business day after the Event.

4.8 Security. Renter shall provide security and parking assistance for the Event and bear all costs for the same. The Curator at The Cedars must arrange for this service. No outside security vendor may be hired other than those approved by The Cedars.

4.9 Ordinances. Renter agrees to use and occupy the Premises in accordance with all applicable local, state, and federal laws and ordinances.

4.10 No Smoking. No smoking is allowed on the Premises, including the building and grounds.

4.11 Parking. Up to twenty-five (25) cars may park on the paved portion of the Premises. Parking on the grass of the Premises is strictly prohibited; this prohibition applies, but is not limited, to security people, caterers, set-up and tear-down crews, and all guests. Exceptions to this prohibition are made only by the Executive Director of The Cedars, will be dependent on previous and existing weather conditions, and will be limited only to the back lawn of the Premises. No vehicle is allowed on the front lawn of the Premises at any time.

4.12 Additional Parking. If Renter selected "Yes" to "Need Parking for Over 25" in Article II of this Rental Agreement, Renter shall adhere to the additional parking guidelines set forth in Exhibit A, attached hereto.

4.13 Personnel. Renter shall be responsible for obtaining all personnel necessary to conduct the Event safely and in accordance with this Rental Agreement, including but not limited to security guards, caterers, and setup and tear-down crews.

4.14 Equipment. Renter agrees to take good care of the Premises and all equipment, property, furniture, and furnishings on the Premises. In the event a machine or equipment on the Premises fails, Renter shall immediately contact The Cedars or its agent and notify them of the failure.

4.15 Restoration and Cleaning. Renter agrees that, immediately following the Event's conclusion, Renter will restore the Premises, including equipment, etc., to the same condition in which it was found before the Event. Renter also agrees that, immediately following the Event's conclusion, Renter will thoroughly clean the Premises according to the specifications listed in Exhibit A attached hereto.

4.16 Premises Inspection. Renter has inspected the Premises, including the equipment, has found same to be in satisfactory condition and acceptable for the use contemplated by Renter, and Renter approves same. Renter understands that if Renter wishes to be insured against liability arising out of the Event, including Renter's use of the Premises, Renter must separately arrange and pay for liability insurance coverage.

4.17 Indemnification. Renter agrees to indemnify and hold harmless The Cedars and Fondren Renaissance Foundation ("FRF"), including their partners, employees, boards of directors, directors, officers, and agents, against and from any and all claims, demands, losses, damages, expenses and liabilities, or any character or nature whatsoever, whether related to any condition in or on the Premises, the equipment, audience, workers, or volunteers used or appearing at the Premises for setting up, during, and taking down the Event, regardless of by whom asserted or imposed and losses of every conceivable kind, character and nature whatsoever, claimed by or on behalf of any person, firm, corporation, entity or governmental authority, arising out of, resulting from, attributable to or in connection with any breach of its obligations under this Rental Agreement or otherwise arising from or related to the services performed and rendered hereunder and other activities of Renter on or at the Premises, including without limitation any and all claims for injury or death to persons or damage to property. The indemnification and hold harmless stated herein includes the reasonable attorneys' fees and expenses incurred by The Cedars and/or FRF in enforcing this provision. The provisions of this Section shall not apply to any claims arising from any hidden, dangerous conditions on the Premises or any willful misconduct of The Cedars or FRF. This provision shall survive termination of the Rental Agreement for any actions arising prior to termination.

ARTICLE V MISCELLANEOUS

5.1 Failure to Comply. If Renter fails to comply with any terms or duties within this Rental Agreement, the Cedars shall have the right to impose additional charges on Renter and/or cancel the Event.

5.2 Reservation. The Cedars reserves the right to refuse to lease its facilities for any purposes it deems to be detrimental to or not in the best interests of The Cedars. The Cedars further reserves the right to refuse to rent its facilities on any dates or at any times it deems appropriate or otherwise unsuitable for rental.

5.3 Notice of Damage. If the Premises, including any equipment, etc., are damaged in connection with the Event, The Cedars will endeavor to notify Renter of the damage within forty-eight (48) hours of the Event.

5.4 Modification. The terms and conditions of this Rental Agreement may only be modified in a written addendum signed by both Renter and The Cedars.

5.5 Notices. Any notice, request, demand, instruction, or other communication given under this Rental Agreement to The Cedars shall be in writing and addressed as follows:

Fondren Renaissance Foundation
4145 Old Canton Road
Jackson, Mississippi 39216
Telephone: (601) 981-9606
Email: director@fondren.org

Any notice, etc. given under this Rental Agreement to Renter may be mailed or emailed to Renter at the address(es) stated in Article I above.

5.6 Severability. If any term of this Rental Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Rental Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

5.7 Entire Agreement. This Rental Agreement and the documents to be delivered hereunder, including Exhibit A attached hereto, constitute the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral.

5.8 Governing Law. This Rental Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

5.9 No Third Party Beneficiaries. This Rental Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to such third party, whether referred to herein or not.

WHEREAS, the undersigned acknowledges and represents that he/she has read and understands all terms and conditions within this Rental Agreement, and agrees to comply with and be bound by all terms and conditions within this Rental Agreement.

RENTER

Signature: _____

Name: _____

Date: _____

THE CEDARS, LLC

By: _____

Name: _____

Title: _____

FOR INTERNAL USE ONLY

Date deposit received _____ Date balance paid _____

Form of payment

Key No: _____ Key check out date _____ Key check in date _____

EXHIBIT A

1. Prior to the Event, Renter must sign and return the Rental Agreement and pay in full all associated fees.

2. Fees

a. Weekday Rental Fee. If the Event will occur on a Monday, Tuesday, Wednesday, or Thursday (a "Weekday Event"), Renter shall pay a daily fee based on the number of Event attendees as follows:

i. Low Impact Daily Fee. If fewer than twenty-five (25) people will attend the Event, Renter shall pay a fee of five hundred dollars (\$500.00).

ii. Medium Impact Daily Fee. If twenty-five (25) or more but fewer than seventy-four (74) people will attend the Event, Renter shall pay a fee of seven hundred fifty dollars (\$750.00).

iii. High Impact Daily Fee. If more than seventy-five (75) people will attend the Event, Renter shall pay a fee of one thousand dollars (\$1,000.00).

b. Weekend Rental Fee. If the Event will occur on a Friday, Saturday, or Sunday (a "Weekend Event"), Renter must pay a fee of one thousand seven hundred fifty dollars (\$1,750.00) regardless of the number of people attending. Only one rental is permitted per weekend.

c. Grass Fee. Renter shall pay an additional two hundred dollars (\$200.00) if the lawn of the Premises is used for anything other than normal walking or event set-up ("Grass Fee"). Conduct requiring a Grass Fee includes, but is not limited to the following: dance floor, platform, staging, runway, cars, or vending machines. A Grass Fee will not be charged if only a tent, tables, and chairs are being used on the lawn of the Premises.

3. Local Provider. For rental needs, The Cedars asks that Renter use Eventful, which is located next to Banner Hall, 4501 I-55 North Frontage Road and can be reached at 601-856-4314.

4. Lighting. If a tent or other structure is to be located under the existing lighting, the existing lighting shall be removed at Renter's expense by Davaine Lighting. For additional lighting needs, The Cedars asks that Renter use Davaine Lighting, which can be reached at 601-906-9051.

5. Décor. Renter agrees to the following restrictions on use and decorating of The Cedars:

1. No open flames are permitted indoors or on the porches of the Premises. Votive candles may be used but must be confined to non-flammable votive containers.
2. No glitter or rice shall be used at the Event, whether indoors or outdoors.
3. **Sparklers and fireworks are not allowed at or on the Premises.**
4. Confetti may be used at the Event only if the confetti is biodegradable.
5. Birdseed may be used on the grounds of the Premises but not in or around the house or its porches.
6. No nails, tacks, staples or tape shall be used to attach anything to the walls, flooring, trim or ceilings of the Premises without the express consent of the Executive Director of The Cedars. This restriction applies to all exterior trim, siding, and railings at the Premises.
7. No furniture or artwork shall be moved, removed, or repositioned at the Premises without the express consent of the Executive Director of The Cedars.

6. Additional Parking. If Renter needs additional parking in addition to permitted parking on the Premises, Renter shall contract with Steve Lofton of the Hinds County Sheriff's Department for parking guards to utilize and secure parking at St. Andrew's Lower School, as well as to see that guests are able to move safely across Old Canton Road. By requesting additional parking, Renter also acknowledges and agrees to the following:

- a. Additional parking will generally not be available at Weekday Events while school is in session.
- b. If the Event is a Weekday Event beginning before 6:00 pm during the school year, Renter shall contract for two parking guards.
- c. Renter bears sole responsibility for hiring and paying parking guards.
- d. The parking lot gates at St. Andrew's Lower School will be locked at 10:30pm Sunday through Thursday and at 11:30pm on Friday and Saturday.

e. If St. Andrew's parking is utilized, Lessee shall indemnify and hold The Cedars and FRF harmless from any and all loss, damage, injury or theft to persons or property which may occur either on the premises of St. Andrews Lower School or as a result of moving to and from the Premises or to or from any other parking site.

7. **Security.** For security needs and parking assistance, Renter shall contract with Steve Lofton of the Hinds County Sheriff's Department at 601-331-7748. Security services typically include an armed uniform officer(s), market unit, light, and cones. The standard rate is twenty-five dollars (\$25.00) per hour, per person, at a four-hour minimum.

8. **Key.** One key may be picked up one business day prior to the Event.

9. **Clean-up.** Renter agrees to the following post-event cleaning requirements:

- a. All furniture of The Cedars must be moved back to its original location.
- b. All plants must be placed back in their original location.
- c. Any artwork that is moved must be rehung or placed back in its original location.
- d. All floors shall be swept clean, including the front and back porches.
- e. All bathrooms shall be cleaned.
- f. All tables shall be thoroughly wiped down.
- g. All cups, plates, napkins, glasses, garbage cans, and any other trash shall be collected, bagged, and placed in the dumpster located within the fenced area on the Premises' driveway.
- h. All kitchen appliances that are used, including but not limited to the stovetop, oven, warming drawer, and microwave oven, shall be cleaned.
- i. All food and beverages brought in and stored by Renter must be removed.
- j. Anything left by Renter at the Premises will be disposed of the day after the Event.

10. **Miscellaneous.**

- a. For invitation purposes, The Cedars is located at 4145 Old Canton Road, Jackson, Mississippi 39216.
- b. All payments and executed agreements shall be mailed or delivered to: Fondren Renaissance, 4145 Old Canton Road, Jackson, Mississippi 39216.

- c. A curator is generally scheduled at The Cedars one day a week - on either Wednesday and Friday from 10:00 am until 4:00 pm. In the case of an art show hanging at The Cedars, the curator is generally available Tuesday through Friday from 10:00 am until 4:00 pm.

- d. Special appointments should be scheduled by calling The Cedars at 601-366-5552, calling the Fondren Renaissance Foundation office at 601-981-906, or emailing the curator Kay Holloway at kay@fondren.org or director@fondren.org.