NOLENSVILLE

FACILITY RENTAL AGREEMENT

Historical Society

Nolensville Historic School

THIS FACILITY RENTAL AGREEMENT is made and entered into by and between the Nolensville Historical Society **(NHS)** and the Organization/User listed below for the event to be held at the Historic Nolensville School (hereinafter the "Facility") located at 7248 Nolensville Road, Nolensville, TN 37135.

FOR AND IN CONSIDERATION of the mutual promises and benefits to be derived by the parties, they do hereby agree to the following:

Day(s) & Date(s) of Event _____

Type of Event _____ **Anticipated Attendance**_____

Organization & Contact Person _____

Address_____

Phone_____**Email** _____

Time set up to begin_____**Time cleanup to be completed**_____

Name_____**Phone**_____ **Email**_____

Rental Fee: For cafeteria only, the user agrees to pay $80 for the first two hours, $40 for each additional hour or $240 for six or more hours. For gymnasium, which includes the use of the cafeteria, users agree to pay $130 for the first two hours, $65.00 for each additional hour or $390 for six or more hours.

The user agrees to designate one person to be in charge while at the Facility. That person must be present during the entire event and ensure the Facility is cleaned after the event. **If different** from the contact person named above, provide the name of the person in charge during the event.

Name_____**Phone**_____ Email_____

_____ User will be renting cafeteria only for _____ hours for a total fee of …….... $_____.

_____ User will be renting gymnasium and cafeteria for _____hours for a total fee of ……$_____.

Please note that the total hours rented must include setup and cleanup time. If use exceeds the number of hours rented, the user agrees to pay for each additional hour.

List any special arrangements needed_____

Event Reservation Fee: The User agrees to pay $_____ (a minimum of ½ of rental fee), the Security & Damage Deposit of $100 (*must be a separate check*) and provide proof of $1,000,000 liability insurance** along with this signed agreement in order to obtain a reservation. The balance of the rental fee is due 7 days before the day of the event. Make checks payable to the ***Nolensville Historical Society.*** There will be a $30 return check fee. Users certify that they have read this Facility Rental Agreement, which includes the Building Usage Policy and Closing Checklist, and agree to comply with all the terms and conditions. ***Renter to initial pages 2,3, and 4*.** Users understand that their security deposit may be forfeited, or they may be billed an additional expense should any of the requirements or policies be ignored or abused, or if any damage occurs as a result of the actions of their rental. The Facility may not be used for retail. The Nolensville Historical Society reserves the right to refuse an application for good cause or to revoke the rental applicant's permit privileges.

**Insurance policy must list BOTH Williamson County AND Nolensville Historical Society as additional insured.

Print Name _____ **Signature** _____ **Date** _____

NHS Representative Signature _____ **Date** _____

**********Do not write below this line. For use by Nolensville Historical Society Only **********

Agreement Received _____ Initial Fee Received _____ Security Deposit Received _____

Insurance policy Received_____ Balance of Rental Fee Received _____ Event Reserved on calendar _____

NOLENSVILLE HISTORICAL SOCIETY

Building Usage Policy

Insurance: Proof of Insurance is required to rent the facility. A Certificate of Liability Insurance with a $1,000,000 policy naming the Nolensville Historical Society **AND** Williamson County as additional insured should be provided no less than 7 days prior to the event.

Facility Security and Damage Deposit: All rental applicants must pay a security deposit of $100. The deposit is refundable if, and only when, the facility is left clean and there is no damage to the building, furnishings or equipment. If damage occurs and the cost of the damage exceeds the amount of the deposit, the rental applicant will be billed for any additional expense. Damages may lead to losing facility use privileges. The decision of whether the deposit shall be refunded is solely up to the Nolensville Historical Society. A deposit will not be refunded until the facility has been inspected by Nolensville Historical Society personnel, and may be held up to 30 days after the event. Security deposit checks are voided AFTER NHS personnel inspection has been completed. If any security deposit arrangements for pickup have not been secured within 15 days after being notified **via email**, the security deposit automatically becomes a donation to the NHS.

Reservation Status: A rental reservation is considered binding after the Facility Rental Agreement has been signed by the rental applicant and by the NHS rental manager. Rental applicants may not advertise any event until this time. Gym capacity is 550 people.

Cancellation Policy: Fifteen (15) days' notice prior to the event is required for all cancellations. Reservation fees will not be returned for any cancellations under fifteen (15) days.

Alcoholic Beverages & Smoking: Alcoholic beverages are prohibited anywhere on the property. Smoking is not permitted inside or outside the building.

Controlled Substances: Are prohibited anywhere on the property. This includes all substances restricted from purchase or use by minors, including, but not limited to tobacco and vape products, alcoholic beverages, or THC infused products. Smoking or use of these products in any way is not permitted inside or outside the building.

Marquee: The marquee is there for the Nolensville Historical Society to use. If the User requests use of the marquee, it has to be approved by the Historic Nolensville School Committee. No letters or numbers can be removed without the knowledge of the Nolensville Historical Society.

Parking: The parking lot is owned by the Williamson County Parks & Recreation Department; however, NHS has jurisdiction over the parking lot. Parking is available at the Facility parking lot on a first come, first serve basis. Parking permits are not required. The Nolensville Historical Society does not direct traffic/parking. Users are prohibited from subleasing space outside of the building.

Minors: Any rental with participants under the age of eighteen (18) is required to have at least one adult chaperone for every ten (10) minors present during the event.

Accidents or Incidents: User to immediately notify Rental Manager of any problems, accidents or incidents that arise during the event.

Decorations: No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples or any application that will cause irreversible damage. Command strips and painters tape are permitted. **However, other types of tape are not permitted on any walls, glass or fixtures. No tape is allowed on the floor**. Extension cord covers are available for use. Ask the rental manager if needed.

Confetti: Thrown rice, birdseed, glitter and ALL types of confetti are prohibited and may not be used in the facility or on any part of the property.

Cleaning: The facility must be cleaned, all decorations and trash must be removed and the facility must be vacated by the end time indicated on the Facility Rental Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc. and depositing trash **inside the dumpster** behind the building. All tabletops, chairs, and countertops used must be wiped clean. Rental applicants are not required to mop unless there are excessive spills that need to be cleaned. The user agrees to inspect restrooms before and after use to ensure they are clean and in good working order. Ensure water faucets are turned off. Report issues to the Rental Manager ASAP. If it becomes necessary for Nolensville Historical Society personnel to do an extensive amount of cleaning, there will be a corresponding deduction from the security deposit, as determined by the Nolensville Historical Society.

Impossibility: The Nolensville Historical Society shall not be held liable for failure to carry out the event due to fire, windstorm, flood, an act of God or any other condition beyond The Nolensville Historical Society's control. The Nolensville Historical Society shall not be liable for any loss suffered by the User by reason of such unavailability. Users will be notified.

Non-Payment: In the event the User fails to pay the sum due hereunder, User agrees to pay interest of 1.5% per month of any outstanding balances, all costs of collection and reasonable attorney fees.

Entire Agreement: This Agreement constitutes the sole and entire agreement between The Nolensville Historical Society and the User and no modification hereof shall be binding unless signed by both The Nolensville Historical Society and the User. Representations, promises or inducements not included in this Agreement shall not be binding upon either of the parties.

Severability: If any term, provision, or part of this Agreement shall be or become illegal, null, void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining parts of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

Waiver of Contractual Right: The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Hold Harmless: The Nolensville Historical Society shall not be liable for any claim, loss, injury, damage or expense, either with respect to person or property, sustained by the User, or by any of the User's employees, agents, invitees and guests due to the User's use of the facilities, or arising out of the use, operation or condition of any equipment, machines or appliances used in the facilities, or arising from any acts of negligence or the negligence of any employees, agents, invitees or guests of the User. It is agreed and understood that the User hereby expressly releases and discharges the Nolensville Historical Society and its owners, officers, employees, members and agents from any and all demands, claims and actions arising out of any such causes.

Indemnity: Moreover, it is agreed and understood that the User shall defend, indemnify and hold harmless the Nolensville Historical Society and its officers, directors, employees and agents from and against any and all claims, demands, actions, losses, costs, damages and expenses (including, without limitation, reasonable attorney's fees) or any cause or action occasioned by or arising out of any accident or other occurrence whatsoever causing or inflicting injury and/or damage to any person or property and/or occurring in, upon or about the facilities due directly or indirectly to the User's use of the facilities. The User's obligation to protect, indemnify and hold harmless the Nolensville Historical Society shall include the obligation to pay all reasonable expenses incurred by the Nolensville Historical Society in defending any of such claims, including reasonable attorney's fees.

Nolensville Historical Society
Facility Usage
CLOSING CHECKLIST

Note: upon entering a rental agreement, User acknowledges to review the facility **prior** to use as well as after. Contact the rental manager prior to use if reporting prior use issues.

1. Set gym and cafeteria heat and air units to 65° in the winter, and 78° in the summer when the building is not occupied.

2. Empty trash cans and replace with new bags that are located in the lower cabinet near the microwave in the cafeteria. Put all trash inside the dumpster outside of the kitchen door.

3. Clean off and wipe down tables and countertop. Return all tables and chairs to the original storage/setup location and positions.

4. Stack gymnasium chairs eight (8) high and two (2) rows deep. Chair dollies are available if needed.

5. Place round tables in the cafeteria along with 8 chairs at each table as shown in the photo posted on bulletin board.

6. Sweep the floor in the gym using the large floor dust mop if needed. Please let the rental manager know if dust mops are excessively dirty. Be sure to wet mop if there is any sticky drinks or food on the floors.

7. Remove all brought-in food and drinks from the refrigerator.

8. Turn out all the lights.

9. Make sure the security light switch in the hall near the entry/exit door is left **ON.**

10. Ensure all doors are securely closed and locked. This includes the push-bar gym door (opens to the parking lot) and both double glass doors at the north end of the building. Make certain the key is returned to the lock box.

NHS email: historicnolensvilleschool@gmail.com **NHS phone: 615-997-0654**