

## **General Contract Agreement**

The Lessee agrees to the terms and conditions listed below as set forth in this contract. The contract must be signed and returned with the holding deposit.

### **Payment**

A non-refundable deposit of \$25 or 50% of rental fee (whichever is greater) is due at the time the date is reserved. The remaining rental fee balance must be paid in full 30 days prior to the rental date. Failure to pay could result in forfeiture of the reservation without refund. Cash or checks are the preferred methods of payment. A \$25 fee will be applied for returned or canceled checks. Payments should be made to The Bonneville House Association and can be mailed to P.O. Box 5622 Fort Smith, Ar. 72913 or dropped off at our office at 318 N. 7<sup>th</sup> Street Fort Smith, Ar. 72903. We do accept all major credit cards as an alternative form of payment with a 3% processing fee. Any additional fee's that are applied during the rental will be due upon conclusion of the rental. Unpaid balances will be sent over to collections after 30 days.

## **Event Terms & Conditions**

### **Liability/Damages**

- Lessee is solely responsible for any damage and/or theft of furniture, equipment, or other items.
- Lessee is solely responsible for any/all damages caused by vendors and guests; this includes any violations of the contract caused by vendors.
- The Bonneville House requires that the lessee provide their credit card information to be held on file for any potential damages resulting from the use of the Bonneville House by the lessee.
- The Bonneville House Association is hereby released from any liability for any physical injuries or property damaged sustained by or to the Lessee and/or guests while on the premises of the Bonneville House. Lessee agrees to indemnify and hold harmless The Bonneville House Association for any physical injury to the lessee, guests or property damage to any Bonneville House property or property of guests or invitees while using the Bonneville House by the lessee.

### **Notice of Changes**

- The terms and conditions are subject to change and the lessee will be notified in writing of these changes.

### **Decorations/Furnishings**

- In order to maintain an elegant atmosphere at the Bonneville house, we require that the decorative items and furnishings NEVER be moved without the approval and assistance of the Executive Director. A \$500 fee will be applied to your final bill should this rule be violated.

### **Guest Accommodations**

- Children are welcome to come to the Bonneville House. However, they must be attended to and supervised by an adult (18yrs+) at all times. Children are not allowed to run in the house or play on the stairs or in upstairs bedrooms/bathrooms.
- Guests should use the parking lot adjacent to the property at 7<sup>th</sup> and C street, or street parking where available. Parking on the grass median along D street is prohibited. Parking behind the house (employee entrance) is prohibited. This parking is reserved for employees, caterers and deliveries only. It is the Lessee's responsibility to inform guests of where parking is allowed. Violation of this rule could result in vehicles being towed away at the owner's expense.

### **General**

- The Bonneville House Association is exclusively a non-smoking/ Tobacco free facility. It is the Lessee's responsibility to make their guests aware of this.
- Multimedia (photos, videos, etc.) collected by The Bonneville House may be used in any publicity releases, advertising, online outlets, or any other publications (excluding boudoir portraits).
- Nude portraits are not permitted. Boudoir portraits are allowed, however your guests may not stand in front of an open window where they could be seen by outside residents or businesses. The Bonneville House is not to be mentioned in any boudoir ads or marketing.
- Overtime rental fees for non-members will be charged at \$1/minute.
- Photographers who are preferred vendor members will receive a rental discount, 20min early entry to the house prior to their contracted rental time and a 10 minute grace period in which they will not be charged if they go over their rental time.

The policies and procedures contained herein may be modified/amended only by written notation and dated signature attached to this contract. There shall be no verbal modification/amendment of this contract and any written modification made after the initial execution of this contract shall be incorporated by reference. The terms and conditions contained herein shall serve as the full and final agreement for use of the Bonneville House property as entered into by their lessor and lessee.

I have read and understand the Bonneville House Association rental policies and procedures listed in the above contract. Signing this contract signifies acknowledgment and acceptance of the Bonneville House Association rental policies and procedures. I agree to make my guests, caterer and any other persons I contract with for my event aware of these policies. Failure to comply with the Bonneville House Association policies and procedures will result in additional charges, possible cancellation of the event, and/or removal from the premises.

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**Signature of Responsible Party**

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**Date**