

General Rental 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 (50% of rental Fee) is due at the time the date is reserved. Total 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. 7th 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.
- The Bonneville House Association does not provide alcohol for any event. Lessee will be permitted to bring in champagne and juice for a mimosa bar. No one under the age of 21 years old will be allowed at the bar. The lessee is solely responsible for ensuring that guests are sober before leaving the Bonneville House or insuring the assignment of a designated driver. The Bonneville House DOES NOT assume responsibility for any incident as a result of failure to comply with our alcohol policy or any violation of any state law regarding the use of alcohol. Under aged drinking and intoxicated drivers will be reported to the Fort Smith Police Department.

Lessee initials _____

Code of conduct

- The Bonneville House Association is exclusively a non-smoking/ Tobacco free facility. Smoking is only allowed in designated area and at the discretion of the Executive Director.
- We reserve the right to escort any persons of bad conduct off the premises.
- Lessee is solely responsible for the conduct or vendors and sub-contractors to vendors. Any issues will be addressed to the responsible parties as noted by signature to this contract.

Lessee initials _____

Notice of Changes

- The terms and conditions are subject to change and the lessee will be notified in writing of these changes.
- The Bonneville House Association is not responsible and therefore cannot be held accountable for changes made due to Mother Nature and/or Natural Disasters.
- All final changes to numbers of guests and catering menus must be made no later than two week prior to any event.
- Any special staffing requests must be made directly to the Executive Director and must be approved. Such requests must also be made no later than two weeks prior to any event.

Lessee initials _____

Decorations/Furnishings

- Only mechanical candles are allowed for use at The Bonneville House
- Nails, pushpins or other fasteners may not be used to hang signs or other materials on the doors, walls, ceilings, or floors of the Bonneville House.
- 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.
- Front entry tables are not to be cleared off without prior approval of the executive director. Please do not ask our staff to move items or papers off of these tables, they are not allowed to make that decision.

Lessee initials _____

Guest Accommodations

- Maximum "seated" occupancy inside the Bonneville House for smaller event is 75. The courtyard and front lawn creates limitless possibilities for large events by renting tents and additional seating (not included in rental pricing)
- Lessee is responsible for ensuring that their guests have vacated the premises by the agreed upon contracted rental time. In the event the contract time is exceeded, the overtime-hourly rate applies.
- 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 7th 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.

Lessee Initials _____

Catering/Staff

- The Bonneville House Association requires that lessee use a professional caterer who is licensed by an Arkansas Department of Health. Lessee must inform the executive director of whom they have chosen as their caterer 30 days prior to their event. The caterer is responsible for food preparation and clean up. For smaller events (under 30) we do allow Lessee to bring in a limited amount of non-catered finger foods with prior approval from the Executive Director. Food must be brought into the Bonneville House already prepared and ready to serve. Lessee is solely responsible for the health and safety of their guests. The Bonneville House Association will not be held liable for food that is not catered by the Bonneville House.
- The Bonneville House Association requires that our staff work every event. Friends, relatives, and outside wait staff will not be included in our required amount of staff that we must have present at each event. It is solely up to the Executive director to use his/her discretion on how many staff to schedule. Our staff will be charged at \$18/hr, per staff, for set-up prior to your event, working the event, and clean up. Because we offer our staff as a service to you, we do not charge a cleaning fee or require you to do any set-up or clean up other than any decorations you bring of your own. Please take note that our staff are not considered event coordinators, therefore they should not be used for decorating services.

Lessee Initials _____

Amenities

- The Bonneville House gladly offers the use of our tables and chairs to lessee at no additional cost. However, we have a limited amount of table and chairs. Additional tables and chairs may have to be rented to accommodate your guests. It is the sole responsibility of lessee to order and pay for additional seating.
- The Bonneville House gladly offers the use of our dining ware to our guests. This includes our basic (green country kitchen/red classic) plates, silverware, drinking glasses, wine glasses, flutes, coffee cups, silver trays, drink dispensers, and serving utensils. However, we have a limited amount of place settings. Additional plates and silverware may have to be rented to accommodate your guests. It is the sole responsibility of lessee to order and pay for additional place settings.
- The Bonneville House has a list of preferred vendors that we gladly share with our guests. The list includes; Photographers, Dj's, Caterers, Florist, Chair/Table Rentals, Wedding Planners, etc.... We provide this list as a courtesy to our guests because we have built a good relationship with these

vendors over the years of doing business with them. Most of our preferred vendors offer a discount to our guests. However, we are in no way affiliated with these businesses and neither The Bonneville House or the Bonneville House Association will be held accountable for the way that our preferred vendors conduct business. Should a problem arise, please be sure to let our executive director know. Again, this is simply a recommendation. You are welcome to choose vendors that are not on our list, however a \$25.00 vendor management fee will be applied to your final bill for vendors not on our list.

Lessee Initials _____

General

- In the event that your guest count goes over the amount in which you paid for, you will receive a final bill upon conclusion of your event for additional fee's associated with accommodating more guests (ie: increased staff fee or gratuity, additional table linens and increased rental fee).
- Multimedia (photos, videos, etc.) collected by The Bonneville House may be used in any publicity releases, advertising, online outlets, or any other publications.

Lessee Initials _____

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 they 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.

Signature of Responsible Party

Date