

## **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 (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. 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 fees 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. We do allow the lessee to bring in their own alcohol to be served to guests. No one under the age of 21 years old will be allowed at the bar. Guests are NOT allowed to bring in their own alcohol. Cash bars will NOT be permitted unless the lessee has the proper liquor license that is required in the state of Arkansas AND a licensed bar tender. We require the lessee to book a bar tender if alcohol is being served at an event. The Bonneville House can furnish a bar tender for \$20/hr (not included in rental fee). Self-service bars will not be allowed. Furthermore, 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.

### *Code of conduct*

- The city of Fort Smith noise ordinance requires all outside events and music be concluded by 11:00pm. The Bonneville House Association requires that all events be concluded before 12:00am (midnight).
- 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. A \$200 fee will be applied to final bill if this rule is violated.
- We reserve the right to escort any persons of bad conduct off the premises.
- Lessee is solely responsible for the conduct of vendors and sub-contractors to vendors. Any issues will be addressed to the responsible parties as noted by signature to this contract.

### *Notice of Changes*

- The terms and conditions are subject to change and the lessee will be notified in writing of these changes.
- The rates and deposit are not subject to change.
- 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.

### *Decorations/Furnishings*

- The Bonneville House Association Executive Director must approve items being used in the Bride & Groom send-off. No glitter, confetti, rice, or birdseed is allowed in the house or on the grounds. A \$200 cleaning fee will be applied to final bill if this rule is violated.
- 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. A \$500 fee will be applied to final bill if this rule is violated.
- 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.

- 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. A \$50 fee will be applied to your final bill should this rule be violated.

### *Guest Accommodations*

- Maximum “seated “occupancy inside The Bonneville House is 75. The courtyard and front lawn creates limitless possibilities for large events by providing tents and additional seating (not included in rental fee)
- The 2<sup>nd</sup> floor rooms are to be used by bridal party and/or guest of honor only. We do not encourage guests to use this area as a hang out. In the rare occasion of inclement weather, the Bonneville House Executive Director may use the 2<sup>nd</sup> floor for additional guest seating in which we would welcome the lessee and their guests to use that area (additional cleaning fee’s will apply).
- A Bonneville House assigned parking attendant is required when event occupancy exceeds 100 guests (not included in rental fee).
- 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 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.

### *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.
- 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 \$20/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. They will take care of table, chair and linen set-up, food buffet management, bar tending, guest service, dish washing and clean up (not included in rental fee).

### *Amenities*

- The Bonneville House gladly offers the use of our tables and chairs to our guests 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 additional amenities that are available for our guests to rent and/or purchase. This includes silver cake stands, catering dishes, napkins, tea/water, ice, coffee, wedding signs, etc.... A list of those items will be provided to the lessee upon request. Tablecloths are required (not included in rental fee).
- 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 The Bonneville House or the Bonneville House Association and cannot 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.

### *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).
- Dancing is NOT allowed inside the Bonneville House due to the preservation of the house foundation. Dancing is allowed outside and in the courtyard. In the event of inclement weather the executive director will work with the lessee to accommodate limited dancing inside the house (for bridal party or guest of honor only). It is the Lessee's responsibility to inform DJ and guests

of our policy on dancing. Violation of this rule will result in a \$500 fee being applied to final bill.

- Multimedia (photos, videos, etc.) collected by The Bonneville House may be used in any publicity releases, advertising, online outlets, or any other publications.
- As a courtesy we offer a free consultation for large events (75+) to discuss the details of your event. We are in no way considered an event planner. This consultation is to simply help you feel at ease about your event and make sure that we know how you would like for things to be set up. The consultation MUST take place during normal business hours. There will be a \$25/hr fee applied if a weekend or after hour's consultation is requested. Any issues that might arise from the use of the Bonneville House property, whether related to decorations, use, damage, or cleanup after any event are to be resolved at the sole discretion of the Executive Director.

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 the 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