

## **General Contract Agreement- Gazebo/Courtyard**

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 is due at the time the date is reserved. The remaining rental 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 your event will be due upon conclusion of your event. Unpaid balances will be sent over to collections after 30 days.

### **Terms & Conditions – Gazebo/Courtyard Rental**

- Lessee is solely responsible for any damage to Bonneville House Property. We require that the lessee provide their credit card to be held on file for any potential damages.
- Outdoor furnishings should NEVER be moved without the approval of the Executive Director.
- The Bonneville House Association is exclusively a non-smoking/Tobacco free facility.
- Overtime rental fees for will be charged at \$1/minute and charged to the credit card on file.
- Multimedia (photos, videos, etc.) collected by The Bonneville House may be used in any publicity releases, advertising, or any other publications
- The courtyard door can be unlocked to allow guests to come inside and use the restroom. However, we cannot allow guests to walk through and tour the house. Please make arrangements in advance if you would like restroom access for your guests (staffing fee's apply). If you would like to take photos inside the house please make arrangements in advance.
- 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 and behind the house is prohibited. 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.
- 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 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 and any other persons I contract with for my rental aware of these policies. Failure to comply with the Bonneville House Association policies and procedures will result in additional charges, possible cancellation of the rental, and/or removal from the premises.

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**Signature of Responsible Party**

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**Date**