



Berrien County Historical Association
313 N. Cass Street, PO Box 261 Berrien Springs, Michigan 49103
(P) 269.471.1202 (E) info@berriehistory.org

Facility Rental Agreement & Contract

Please review this contract carefully.

Contact Information

Name of Renter: _____

Authorized Contact Person: _____

Address: _____

Phone: _____ Email: _____

Day of Event Contact Person: _____

Phone: _____ Email: _____

Event Information

Date of Event: _____

Event Type: Wedding ___ Fundraiser ___ Family Reunion ___ Party ___ Other _____

Event Start Time: _____ Event End Time: _____

Set up Start Time: _____ Clean End Time: _____

[Weddings Only] Rehearsal Time Start and End: _____

Alcohol Liability Agreement

The Berrien County Historical Association, Berrien County Parks Department, and Berrien County (hereafter Renters) take no responsibility for the consumption of alcohol by parties who supply their own beverages. The Renting Party/Parties above is/are renting the facility on the above listed date(s) for the above listed event(s). The Renters are not liable for any alcohol consumed on its premises at this event. I have read the above statement and I verify with my signature, the action that alcohol was purchased by the above Renting Party/Parties and not supplied by the Renters.

Representative, BCHA

Representative, Renting Party

Facility Rental Information

Primary Rental Location for Event:

<input type="checkbox"/> 1839 Courthouse	<input type="checkbox"/> Sheriff's Residence	<input type="checkbox"/> Jail Plaza	<input type="checkbox"/> Murdock Cabin	<input type="checkbox"/> Center Grounds
---	---	-------------------------------------	---	--

Weekend or Weekday

After hours Event? Yes No

Member Fee or Public Fee

Add-on Location for Event:

<input type="checkbox"/> 1839 Courthouse	<input type="checkbox"/> Sheriff's Residence	<input type="checkbox"/> Jail Plaza	<input type="checkbox"/> Murdock Cabin	<input type="checkbox"/> Center Grounds
---	---	-------------------------------------	---	--

Location	Rental Price	Add-on?	Add-on Price	Total
1839 Courthouse				
Sheriff's Residence				
Jail Plaza				
Murdock Cabin				
The Grounds				
Additional Hours				
			Refundable Deposit	
			Total Fees Owed	
Credit Card No.				

Deposits are due at the time of contract signing and no event date will be considered secured until the deposit is received by the BCHA.

Deposits will be issued to the renting party/parties within two (2) weeks after the event via check.

A credit card is required to be on file with the BCHA until payment is received in full.

Rental and Facility Policies

Please read through the policies below. Renting Party/Parties must initial in the box for each policy

Museum Environment

The History Center at Courthouse Square is first and foremost a museum dedicated to the preservation of Berrien County's history. As such, our grounds, buildings, and other spaces come as-is and the Renting Party/Parties cannot in anyway alter these spaces.

Because of the historic nature of our grounds, we are not ADA accessible and Renting Party/Parties must take this into consideration.

Renting Party/Parties may bring in decorations for their event, but it cannot be attached to the walls, woodwork, or floor with adhesive, nails, or other damaging mediums. The BCHA also reserves the right to veto any decorations that are distasteful, insulting, or otherwise not in line with the BCHA's brand and image.

General Liability and Coverage

The Renters will not be liable for damages caused by act of God, or other unforeseen event reasonably beyond the Renters' control. The Renters are not responsible for items belong to the Renting Party/Parties' guests are that are lost, stolen, or damaged during the rental period.

The Renting Party/Parties will need to contact the Berrien County Parks Department directly to determine if liability insurance is required for general rentals. The BCHA requires its organization to be listed on any policies taken out for the event and copies must be provided to the BCHA at the time of the event.

Renting Party/Parties acknowledge that they are responsible for the behavior and actions of their guests during the rental period and anytime guests remain on the property in connection with the rental. As such any damages caused to the grounds, buildings, exhibits, signage, artifacts, and other elements of the History Center will be the responsibility of the Renting Parties.

The Renters are not liable for the health and safety of the Renting Party/Parties' guests and agree to indemnify and hold harmless the Renters from all liability arising from activities of the Renting Party/Parties guests during the rental period.

Reservation of Rights

The Renters reserve the right to cancel any and all agreements connected to this rental for non-payment or for non-compliance with any of the rules, terms and conditions set forth in this agreement. If the agreement is terminated due to Reservation of Rights, then no paid to-date fees will be returned.

The Renters reserve the right to cancel events and reservations of Renting Party/Parties that actively promote discrimination based on race, color, religion, age, gender, sex, status of citizenship, or nation of origin. The use or promotion of hate speech in connection with the Renting Party/Parties will also result in the enforcement of this policy.

Cancellation Policy

Cancellations made by either party sixty (60) days or more days before the event will have any payments and deposits returned minus a \$50.00 administrative fee. That fee increased to \$100.00 or the total cost of the deposit for cancellations between thirty (30) and fifty-nine (59) days before the event. Any cancellations less than thirty (30) days from the event will not have any to-date paid fees refunded.

- The BCHA Board of Directors may opt to refund some or all of the to-date paid fees minus a \$100.00 administrative fee for cancellations less than thirty (30) days from event date in the event of a serious event such as death, disease, or environmental disaster. The Renting Party/Parties will need to submit a Request for Refund to the BCHA directly.

Equipment

The Renters do not provide equipment such as tables, chairs, and other items, the Renting Party/Parties will need to contract with a third party vendor.

Alcohol

Alcohol may be consumed on the property during a private event by adults twenty-one (21) years of age and older. No minors will be allowed to consume alcohol even with parental permission and violators will be asked leave immediately.

Renting Party/Parties will need to contact the Berrien County Parks Department to determine what licenses, fees, and other related legal paperwork is needed to allow alcohol on the property.

No sale of alcohol is permitted on the grounds of the History Center at Courthouse Square

Catering and Other Third Party Vendors

The Renting Party/Parties will need to engage with third party vendors to meet all their event needs outside of grounds and facilities. The BCHA will work with the Renting Party/Parties as to the available locations for vendors to park, set up, and other means needed to serve the event.

The Renting Party/Parties are liable for any damage done to the buildings and grounds by third party vendors in their service.

Staffing and Security

The BCHA requires one staff member to be on site during the event. They will provide directions and answer questions for the Renting Party/Parties' guests as needed, but they **do not** provide security.

If security is required by the Berrien County Parks Department or the BCHA, then the Renting Party/Parties are responsible for the scheduling and payment of security officers during the event.

Politics and Political Events

The History Center at Courthouse Square may be rented by political entities or parties for the purpose of private events only.

- All media must include the following disclaimer: The Berrien County Historical Association, the Berrien County Parks Department, and Berrien County do not endorse any political candidate.”
- None of the Renters' logos may be used in publicity of the event, as part of a political campaign
- The use of the grounds do not constitute an endorsement of any kind
- No political signage will be allowed on the grounds

Failure to adhere to the above policy will result in the enforcement of the Reservation of Rights policy.

I, _____, have read the above policies and agree to adhere to them during the life of this contract.

Representative, BCHA

Date

Representative, Renting Party

Date

