

## Orchard House Rental Agreement

I / We, \_\_\_\_\_, agree to the terms of this

*(Print Full Names of All Parties Involved)*

rental agreement regarding the use of the facilities at the Orchard House and agree to abide by all provisions thereof.

**I / We, furthermore understand and agree to the following specific conditions as evidenced by our initials;**

### FINANCIALLY RESPONSIBLE PARTIES TO INITIAL

- \_\_\_\_\_ a. To be responsible and liable for any damages occurring to the Orchard House property as a result of the use.
- \_\_\_\_\_ b. To have the music end no later than 9:30 p.m. and the volume kept at a modest level as a courtesy to our neighbors.
- \_\_\_\_\_ c. Not to use any Mylar confetti or any other type of non-biodegradable substance on the property.
- \_\_\_\_\_ d. To pay a **refundable** cleaning / breakage deposit of \$250.00 due at the time of the second payment of the rental fee. This will be refunded in full provided the property is returned in the condition found. Excessive cigarette butts, mylar or other items that must be picked up off the ground or removed from the trees will incur cleaning charges.
- \_\_\_\_\_ e. A **non-refundable** deposit equaling one half of the estimated rental fee must be paid at the **time of booking the date for the function**. The estimated balance including the cleaning deposit, will be due **ONE MONTH BEFORE** the date of the function.
- \_\_\_\_\_ f. The Orchard House rental rate is **\$5,000.00 for up to 3 days use of the grounds for set-up, the function, and cleanup**.
- \_\_\_\_\_ g. I/We hold the Orchard House harmless, and indemnify it from any liability, loss or claim including attorney fees resulting directly or indirectly from my/our use of the Orchard House regardless of the concurrent negligence attributed to the Orchard House, and will be liable for any damages to the facilities or buildings resulting from our rental. Comprehensive General Liability Insurance with minimum limits of \$500,000 combined single limit for bodily injury and property damage naming the Orchard House and Charles Falcke and Betsy Case-Falcke, as an additional insured is required. Provide evidence of insurance to the Orchard House two weeks in advance of the function.

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The Orchard House will be used for the (function) \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ for approximately \_\_\_\_\_ number of people.

*Month and Year*

*Time*

*Time*

Total Estimated Hours including Set-Up, Rehearsal, Wedding, Reception, and Clean-Up: \_\_\_\_\_

Total Estimated Charges: \_\_\_\_\_ Deposit Paid: \_\_\_\_\_

Estimated Balance and Date Due: \_\_\_\_\_ Payment Received: \_\_\_\_\_

*Amount/Date*

*Amount/Date*

Responsible Party's Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Insurance Certificate Received: \_\_\_\_\_ Accepted & Validated By: \_\_\_\_\_