

Royall House Association Event Rental Agreement

**Royall House Association
15 George Street
Medford, MA 02155**

This Rental Agreement is by and between _____
(hereinafter Renter, as further delineated below) and the Royall House Association,
Facility Owner and Manager, (hereinafter RHA), for the Rental Event (hereinafter, Event,
and as further described herein), to be held at the Royall House in Medford,
Massachusetts (hereinafter the Facility, and as more particularly delineated herein).

Renter's Name: _____

Address: _____

City _____ **State** _____ **Zip** _____

Renter's E-mail: _____

Renter's Work Phone: _____

Home Phone: _____

Cell: _____

1- Rental Event: Type and Date (to be completed by the Renter)

This agreement sets forth the terms and conditions of your use of the Facility on
_____ (the Rental Date) from ____ [time] to ____ [time] for the
following Event (please check one):

OUTDOOR EVENTS (Royall House Grounds)

TOTAL NUMBER OF PERSONS ATTENDING THE EVENT _____

(Maximum number of attendees at any single Outdoor Event shall be 125 persons)

____ Wedding – ceremony only (4-hour minimum) (no food)

____ Wedding Reception (may include Ceremony) (4-hour minimum) (food served)

____ Renter will provide own food and non-alcoholic beverages, per this Agreement

____ Renter will engage Caterer and/or Bartender pursuant to this Agreement

____ Other Event / Ceremony (no food) _____ (name/type of event)

____ Other Event with Food _____ (name/type of event)

____ Renter will provide own food and non-alcoholic beverages, per this Agreement

____ Renter will engage Caterer and/or Bartender pursuant to this Agreement

Please note restroom requirements in Clause 2-C below.

INDOOR EVENTS (Slave Quarters / meeting room)

TOTAL NUMBER OF PERSONS ATTENDING THE EVENT _____

(Maximum number of attendees at any single Indoor Event shall be 50)

____ Meeting or Reunion (no food)

____ Meeting or reunion (with food)

____ Renter will provide own food and non-alcoholic beverages, per this Agreement

____ Renter will engage Caterer and/or Bartender pursuant to this Agreement

2 – General Rental Conditions and Use of the Facility

A – Extent and Nature of the Facility and Use Thereof: During the Event, the Renter will have access to and use of the Facility, as follows:

- for all Outdoor Events, the Renter will have access to the Facility grounds
- for all Outdoor Events with food, the Renter may use the Slave Quarters meeting room as a staging area;
- for Outdoor Events with fewer than Fifty (50) persons, the Slave Quarters meeting room may also be used in the event of inclement weather.
- for Indoor Events, only the Slave Quarters meeting room will be available.
- smoking is strictly prohibited in the Slave Quarters
- Renter must provide outdoor ashtrays for Outdoor Events, and ensure proper and safe disposal of cigarette trash
- Events may begin no earlier than 8 a.m. and must be concluded no later than 10 p.m., including time for Cleanup as denoted in Clause 5 herein.

B - Royall House Mansion and (Royall) Park excluded: The Royall House Mansion is not a part of the Facility. Please also note that the public park in front of the Royall House on Main Street is not owned or operated by the RHA. Any use of the Park must be negotiated with its owner, the City of Medford (MA).

C – Restroom facilities

1 - The Facility contains two restrooms in the Slave Quarters. Use of these restrooms is strictly limited to the following:

- Outdoor Events of up to 50 persons

- Indoor Events

2 – For Outdoor Events of more than 50 persons, the Renter must provide suitable portable toilet(s), at its own expense. A maximum of two (2) such toilets is allowed. All portable toilet(s) must be carefully sited and installed at the direction of the RHA.

D – Items Included in Rentals:

- 60 folding chairs
- Six (6) 8-foot folding, oblong banquet tables
- Two (2) 6-foot lightweight folding tables

Any additional tables, chairs, or serving stations must be provided by the Renter. All items brought to the Facility by the Renter must be removed at the end of the Event, unless other arrangements are made and approved by the RHA.

E – Food in General

- 1 - The RHA does not undertake to supply food or beverages for the Event and is not responsible for the extent, quality or nature of any food at the Event.
- 2 – The Renter may provide his/her own food for the Event, but shall be subject to the terms of Clause 2-G and Clause 2-H, as further delineated herein.
- 3 - All food must be cooked or otherwise prepared off-site.

F – Use of Caterer by the Renter; When Rules Apply to Provision of Food by Renter

- 1 – The Renter may secure a Caterer of its choice for the Event, but must notify the RHA of its choice no later than thirty (30) days before the Event. The RHA reserves the right to approve all Caterers and suppliers. If a Caterer is employed by the Renter, only the Caterer may serve food and beverages at the Event.
- 2 – All Caterers must present a copy of a current Common Victualer's license, must carry a minimum of \$500,000 in general liability insurance and must file a certificate of insurance with the RHA no later than fifteen (15) days prior to the Event. In addition, if alcoholic beverages are to be served at the Event, the Caterer or Bartender must hold liquor liability insurance with a minimum of \$500,000 per person, and \$1,000,000 per occurrence, and must file a certificate of such insurance with the RHA no later than fifteen (15) days prior to the Event. Furthermore, if alcoholic beverages are to be served at the Event, Renter must ensure compliance with the regulations of the City of Medford, as they may apply to the Event.

3 – The Caterer may use the stone sink and meeting room in the Slave Quarters as a staging area for food and beverages. Only thin liquids, such as water or coffee, may be drained into the stone sink. No stoves, open flames or other heating devices may be used in the Slave Quarters. No more than two (2) electric coffee urns or beverage warmers are permitted, without special permission of the RHA. The provisions of this paragraph shall also apply when the Renter has provided food for the Event.

4 – All catering and rental equipment must be removed immediately following the Event, unless other arrangements have been made at the sole discretion of the RHA. The provisions of this paragraph shall also apply when the Renter has provided food for the Event.

G – Beverages and Alcoholic Beverages

1 - The Renter may provide water, juice, soft drinks, and hot beverages only. The Renter is expressly prohibited from supplying or otherwise providing any alcoholic beverages during the Event.

2 – No self service of alcoholic beverages is permitted. Only a Caterer or Bartender may serve alcoholic beverages, pursuant to the terms of this Agreement and the regulations of the City of Medford.

3 - It is understood and agreed that any and all alcoholic beverages will be provided by the Caterer or Bartender, and purchased from a regular dealer in alcoholic beverages.

4 – The bar or other serving area for alcoholic beverages may not be left unattended at any time during the Event.

5 - All alcoholic beverages must be removed from the bar or other serving area a minimum of one-half hour prior to the end of the Event

H – Prohibited activities at the Facility

1 - Any activity that would result in harm to the lawn, buildings, landscaping, pathways, walls, or other portions of the Facility is prohibited.

2 – Any activity that would disturb the peace or otherwise reflect unfavorably on the RHA and its public mission.

3 – Special Requirements for Outdoor Events

[These requirements apply only if the Event is classified as an Outdoor Event.]

A – Use of Tents

1- When required: a temporary Tent (side or un-sided, frame or pole style) is required for all Outdoor Events of more than fifty (50) persons. Tents are not

required, but are suggested, for Outdoor Events of fewer than fifty (50) persons.

2 - Source and Placement of Tent: The rental or provision of any Tent is the sole responsibility of the Renter. The location of the tent must be approved by the RHA. Tents must be erected by a professional, insured company. Tents may not be tied or attached to any feature of the Royall House grounds, including the Royall Mansion, Slave Quarters, fences, or walls. Tents up to 30 by 50 feet in size may be erected in the Royall House Yard, as indicated in the Royall House Facility Layout (Diagram) found on the RHA Web site, or otherwise provided to the Renter.

3 – No fires, open flames, or heating elements of any kind may be used inside a Tent or on the Facility grounds.

B – Music or Public Address Systems

1 – Loud music/PAs prohibited: Because the Royall House is located in a residential area, loud or amplified music or amplified PAs is not permitted. Any music played outside (under a Tent or in the open air) must end by 9:00 p.m.

2 – Use of PAs for Ceremonies: The use of small, portable PA systems is permitted for reasonable amplification of speakers or officiants.

4 – Damage Deposit

A – Amount of Deposit: At the direction of the RHA, a refundable Damage Deposit of two hundred dollars (\$200) may be required by the RHA. In such event, the Renter will supply cash or a check to the RHA.

B – Damage Claims: The RHA will provide an Existing Conditions Report for the inspection and agreement of the Renter. After the Event, the RHA will inspect the Facility against said Report and inform the Renter of any negative findings. At such time, RHA shall have the right to deduct the reasonable cost of repairs or replacement of any damaged items.

5 - Rental Fees

Rental Fees will be calculated and billed pursuant to the following terms. The total Rental Fee for the Event (Total Event Fee) is calculated as follows:

A - Facility Rental fee:

1 - For Weddings and Wedding Receptions, a minimum Fee of \$600, plus \$175 per hour for each hour exceeding four (4) hours.

2 - For other Outdoor Events, a minimum Fee of \$500, plus \$150 per hour for each hour exceeding four (4) hours.

3 – For Indoor Events, a minimum Fee of \$250, plus \$150 per hour for each hour exceeding two (2) hours.

4 – The RHA reserves the right to waive Fees at its sole discretion.

5 – The RHA may offer “Special Packages” from time to time, with a different fee schedule.

The final total for the Facility Rental fee may be adjusted at the discretion of the RHA if the Event runs over the time allocated above.

B – Set-up and Cleanup fees:

These fees cover the work by RHA personnel or their agents in setting up and cleaning up on the day of the Event.

1 - For Weddings and Wedding Receptions, a minimum Fee of \$125, plus \$25 per hour of set-up or cleanup exceeding (4) hours in total.

2 – For other events **with food**, a minimum Fee of \$50, plus \$25 per hour for each hour of set-up or cleanup exceeding (2) hours in total.

3 – For all events **without food**, a fee of \$25 for set-up and clean-up, plus \$25 per hour for each hour of set-up or cleanup exceeding (1) hour in total.

RHA may waive part or all of the Set-up and Clean-up fees at its sole discretion.

The final total for the Set-up and Clean-up fees may be adjusted at the discretion of the RHA if the set-up and/or clean-up work exceeds the above minimums.

Based on the information herein, the Total Event Fee will be \$_____

6 – Deposit and Payment Schedule

A – Deposit: An initial Deposit of Fifty Per Cent (50%) of the Total Rental Fee (above) is due upon confirmation of the Rental Date for the Event.

B – Balance: The balance of the Total Event Fee is due 30 days prior to the Rental Date for the Event.

All payments made by the Renter under the terms of this Agreement are non-refundable. Payments are only transferable to another renting party and for the same Rental Date, at the sole discretion of the RHA.

7 –Tours of the Royall Mansion

A – Simultaneity with Event: As a National Historic Landmark, the RHA is obliged to provide the public with guided tours during our Tour season and hours. [Click here for current Tour season and hours.](#) It is therefore conceivable that the RHA will be offering tours of the Royall Mansion during the Event. In such case, the RHA will make every reasonable effort to avoid impinging on the Event.

B - When Offered to Renter: Tours of the Royall Mansion may be requested by the Renter, but will be offered at the exclusive discretion of the RHA.

C – Rates: The rates for any approved Tour shall be set upon mutual agreement of the Renter and the RHA.

8 – General Terms and Conditions

Notwithstanding the above, the following General Terms and Conditions shall apply to this Agreement and the Event:

1. The Event will be private and include only the Renter, invited guests, and any Caterer and/or Bartender, as delineated herein.
2. The Renter will comply with all requests of the RHA.
3. The Renter and/or the Caterer will collect and pay applicable sales and meals taxes on food and non-alcoholic beverages served at the Event.. The RHA is not be responsible for these taxes.
4. Alcoholic beverages sold to the Renter by a dealer or Caterer may not be re-sold during the Event. There shall be no direct or indirect solicitation of payment by anyone for beverages served during the Event
5. The Renter will be liable for any damages to the Facility or other RHA property during the Event caused by the Renter or its guests. The Renter agrees to hold the RHA harmless from any liabilities, costs or damages based on or arising from your use of the Facility or other RHA property or from any violation of the terms of this Agreement.
6. The RHA reserves the right to cancel the Event at any time, even when it is in progress, should the terms of this agreement be violated by the Renter or guests. Cancellations may be made at the RHA's discretion; this decision shall be binding and final. In such case, the RHA shall return all payments made by the Renter and shall have no further liability under this Agreement or otherwise, nor any liability for any charges for forfeited deposits imposed on the Renter by Caterers, Bartenders, or other third parties with whom the Renter has made arrangements for the Event..
7. The Royall House Association is happy to provide the Facility for the Event. It is understood and agreed, however, that the RHA's foremost obligations are to the local community, its public mission, and the security of the Facility, the Royall House Mansion, and its historic property. The Board of Directors of the Royall House Association therefore reserves the final right of approval for your use of the property. In the event that the Board determines to disallow or cancel the Event for reasons other than those set forth in

section 6 of this Clause, the RHA will make every effort to advise the Renter no later than sixty (60) days prior to the Event. Upon such cancellation, the RHA will refund all payments made to such date, and neither the RHA nor the Renter shall have any further obligations under this Agreement. It is further understood and agreed that the RHA shall not be responsible for any payments or deposits made by the Renter to third parties.

The RHA guarantees the availability of the Facility for the Rental herein subject to the terms and conditions of this Agreement.

The Renter has indicated its assent to this Agreement by signing two copies, including the deposit payment set forth in Clause 6 herein, and sending both to the RHA at the address first indicated above.

Renter: _____

Date : _____

For the RHA: _____

Date: _____