

The Howard House
402 S Layton Avenue
Dunn, NC 28334

RENTAL CONTRACT

Please print a copy of this contract and bring with you for your appointment.

RENTER'S NAME: _____

CONTRACT DATE: _____ RENTAL DATE: _____

The Howard House agrees to allow Renter to use the house subject to the terms of this Contract.

1. VIEWINGS

- a. The Howard House is shown by appointment only.
- b. Please contact The Howard House Representative via e-mail at the following address:
TheHowardHouseDunn@gmail.com to arrange your viewing.
- c. Pre-Wedding Visits: Access to the house will be by prior appointment for wedding planning.
Please check the on-line calendar for available dates.

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2. RENTAL FEES.

Months of March, April, May, October, November and December \$3250.00
Months of January, February, June, July, August, September \$2950.00

These rates are for Saturday ONLY. The house is not available for use the day or night before your event unless you have rented the house. If a Friday is needed for set up or a Sunday is needed for clean up, please add \$1000.00 for each day. Your entry code will be set for 8am on the day of rental. All events must end by 10pm. (clean up and out by midnight)

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- a. The rental deposit to reserve The Howard House for a single day, is 50% of the total , which MUST accompany this Signed Contract. The remaining balance will be due FOUR FULL WEEKS prior to your rental date. In addition to the balance of the rental, please include a separate check for FIVE HUNDRED (500.00) Dollars for the damage deposit. The damage deposit amount will be held and returned to you two (2) weeks after your rental date, provided there are no repairs required after the event, the house is left in good order, and all specifics of this contract are adhered to within the allotted time. Please refer to the Check List (Exhibit A) for requirements resulting in the return of Damage Deposit. Renter waives

notification if The Howard House is unable to reach the renter at the contact information provided.

b. Hourly Rate: Weekday is defined as Monday, Tuesday, Wednesday, or Thursday. The rental fee for a weekday event is FIVE HUNDRED (\$500.00) Dollars for a minimum of four hours, and One Hundred (\$100.00) for each additional hour. The entire rental fee is due with signed contract, and should include FIVE HUNDRED (\$500.00) Dollars for the damage deposit. The damage deposit amount will be held and returned to you two(2) weeks after your rental date, provided there are no repairs required after the event, the house is left in good order, and all specifics of this contract are adhered to within the allotted time. Please refer to the Check List (Exhibit A) for requirements resulting in the return of Damage Deposit. Renter waives notification if The Howard House is unable to reach the renter at the address provided.

c. Wedding Portrait/Photography Session Rate: Weekend Renter may work with The Howard House Representative to arrange a time for photography session at no additional charge. The Howard House is available to non-event renters for a fee of TWO HUNDRED (\$200) Dollars for a Photography Session. The Howard House Representative will work with individuals to accommodate Photography Session and collect applicable fees. Please check the on-line calendar for available dates prior to contacting the representative for an appointment.
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d. LATE FEE . Final payments must be received 30 days prior. A late fee of \$100.00 will be imposed for all late payments.

3. CANCELLATIONS. If cancellation is made in writing to The Howard House Representative One Hundred Twenty (120) days before the scheduled date, The Howard House will return one-half (½) of the initial deposit; otherwise, the deposit will be forfeited.
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4. THE USE OF THE HOUSE

a. Once final payment is secured, renter will be contacted the week of the rental with the code to the keypad for entry to The Howard House. Please provide your code to any vendors you have hired for the weekend.

b. The Howard House must be vacated entirely by midnight on your rental date. (Unless you have secured the Sunday after, then you must be vacated by 1:00pm)

d. City ordinance requires no excessive noise (music) after 10:00 PM, unless a special permit is recieved by the Dunn Police Department (11pm).

e. No one under the age of 18 shall be given permission to rent the facility

unless Contract is co-signed by an adult who will assume full responsibility.

f. The Occupancy limit is 99. This is a fire code regulation. If you expect more than 99 guests, renter must provide a tent in the yard. Renter is responsible for ensuring City Codes are followed for exterior tents, and for obtaining any required permits. Renter will be responsible for fines if town regulations are not adhered to if violation issued.

<http://www.dunn-nc.org/inspections/app.-process-permitting-fees-595.asp>

g. Please see the Howard House website for more information about lodging, caterers, florists, and other vendors.

h. At no time are vehicles allowed to park on the grass or lawn.

i. Smoking is not allowed in the house. Smoking is allowed on the dining room side of the porch.

j. If anything is damaged, please report immediately to The Howard House Representative at 910-890-1606.

k. Rental tents, tables, chairs and dance floors that are to be picked up at a later time, are to be stacked neatly on the porch.

l. Heat and AC (upstairs and downstairs) must be left on 62 in the winter and 76 in the summer.

m. Throwing rice or confetti is NOT allowed. Bird seed may be used OUTSIDE. Sparklers are only allowed on the sidewalk provided sand buckets are used.

n. ALL doors must be locked at the end of your event.

o. Upstairs outside balcony is OFF LIMITS. Anyone seen on balcony is an automatic loss of deposit. No Exceptions.

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5. MAINTENANCE. Renter agrees to provide all support services required for decorating and setting up. The Howard House will schedule a cleaning service prior to Renter's reservation date (included in fees). Renter agrees to provide complete clean-up afterwards. Failure to do so may result in loss of some or all of the Damage Deposit.

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6. DECORATIONS. NO DECORATIONS are permitted to be attached to the walls, windows, doors or woodwork unless express consent of The Howard House is given. Tables or other equipment that the Renter uses shall not be pushed up against the walls and cannot have bases or legs that damage the floors. **Battery operated candles** are allowed. Only battery-operated candles are permitted anywhere on the property. (NO open flame candles may be used) All decorations are to be removed immediately after the event unless other arrangements have been made in advance. The Howard House is not responsible for any decorations or any other items left at the

House any longer than 3 days after the event. All items left longer than 3 days become property of The Howard House.

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7. FURNITURE. Furniture in the house may not be moved (i.e.: sofas, desks, tables, pianos and bookcases). Evidence that furniture has been moved will result in loss of some or all of the Damage deposit. Window shades may be pulled down, but draperies are not to be closed for any reason.

a. There are tables and chairs available for renter's use, located under the staircase and in the ballroom closet. If used, they are to be returned after event.

Currently we offer 10- 6 foot rectangle tables, 5- 60 inch round tables and 65 folding chairs for renters use.

b. The Dining Room table must be protected at all times against hot and cold containers, dampness, moisture and water.

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8. VENDORS: You can hire any vendor you want to perform services at The Howard House. We are not responsible for any rentals and/or personal items left overnight. Due to the schedule, please consult with us before scheduling any delivery and pick-up time for off-site rented items.

9. CLEANING: The Howard House is not responsible for providing custodial services or equipment during your event. The venue is cleaned prior to your rental and you are responsible for any custodial service during your event, including taking out the trash and mopping up a spill.

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10. FLORISTS. Renter's florist must furnish their own containers for flowers and decorations. Every plant, arrangement, vase and/or container must have an underlining tray to prevent water/moisture on the floors and furniture as well as protection on the bottom from scratching/marring/scoring the furniture. Wire Must be covered. Renter must provide their florist/decorators/arrangers with a copy of these rules. Everything must be removed immediately after event.

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11. CATERERS. The caterer or the Renter will provide all tables, tablecloths, table protection from heat, spills, water, ice, coffee, all preparation tools including china, crystal, napkins, 55-gallon trash bags, etc. The Howard House does not supply any catering supplies at all. All equipment, supplies and food in the refrigerators must be removed from the house immediately after event. All trash is to be taken outside to the trash bins and bins are to be taken to the street for pick up. Renter must provide caterer with a copy of these rules.

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12. OTHER PROVISIONS REGARDING FOOD/BEVERAGE.

- a. The Howard House will provide toilet paper and hand towels in all restrooms.
 - b. Food may be reheated in the kitchen, but cooking is prohibited.
 - c. Outdoor cookers must be located at least 20 feet from the house.
 - d. All tabletops and surfaces must be wiped clean. Do not use polishes, waxes, or sprays on wood furniture.
 - e. If there are any bars set up in the house or on the porch, all bar trash including bottle caps, napkins, corks, stirrers, etc. must be cleaned up.
 - f. Beer kegs are only allowed on the porch or lawn.
 - g. Additional Special Events Insurance Rider is recommended for 24-hours if alcohol is being served.
 - h. Pets are not allowed on the grounds or inside the house.
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13. MUSIC. The Howard House does not provide any extension cords. Be sure to let your musicians know this. The combined weight of all instruments must not exceed 200 pounds if brought inside the house. There is a 220V plug at the back of the ballroom, and two 220V outlets on the front of the porch (down on foundation). Please be considerate of the neighbors if using music outdoors. Keep the sound to a reasonable level.

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14. RULES. Renter agrees to abide by the terms of this Contract and to take all reasonable steps to ensure the Renter's guests, invitees, rental companies, florists, musicians and caterers abide by the terms of this Contract. Failure to do so will result in automatic forfeiture of damage deposit.

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15. INDEMNIFICATIONS. Renter hereby agrees to defend, indemnify and save The Howard House harmless from and against all liabilities, damages, penalties, claims, causes of action, costs, charges and expenses, which may be imposed upon or inferred by or asserted against The Howard House by reason of: (i) any accident, injury or damage to any person or property occurring in, on or about The Howard House or any part thereof and arising out of the use of The Howard House by renter. Renter's guests, invitees, rental companies, florists, musicians and caterers; (ii) any use, non-use, operation or conditions of The Howard House or any part thereof; (iii) any failure on the part of the Renter, Renter's guests, invitees, rental companies, florists, musicians and caterers to perform or comply with any of the covenants, contracts, terms or conditions contained in this Contract, or the attached EXHIBITS; and (iv) any claim for the

performance of labor or the furnishing of materials to the Renter in connection with the Renter's use of The Howard House. Renter shall protect and hold The Woman's Club of Dunn , Inc harmless and shall pay all costs and expenses including reasonable attorney's fees, incurred or paid by The Woman's Club of Dunn, Inc. in connection with any action or proceeding.

16. ASSIGNMENT. Renter may not assign the right to use The Howard House.

17. NATURAL DISASTER: If the event building is damaged or destroyed by fire or a weather event and we cannot rebuild prior to your event, we will refund your entire payments. We will not be held responsible for any expenses incurred by you in planning your event if this occurs.

18. CLUB REPRESENTATION. The Woman's Club reserves the right to have a representative and a "plus one" at the event(s) agreed upon in this contract. Representative and guest should be counted as event guests and will dress accordingly as deemed appropriate for event.

19. NOTICES AND PAYMENTS. Any notice shall be made in writing addressed to the Woman's Club of Dunn. First payment must be turned in with signed contract to The Howard House Representative.

Please make checks payable to: The Woman's Club of Dunn, Inc.

DO NOT mail checks to The Howard House street address.

Notices, all payments, contracts, and damage deposit may be mailed to The Woman's Club:

The Woman's Club of Dunn, P.O. Box 1306 , Dunn, NC 28335

Contact info: email: TheHowardHouseDunn@gmail.com 910-890-1606 Sara Titchener

Event Planner/Wedding Coordinator.

Name _____ Contact _____

Renters Name _____ Signature _____

Permanent Address: _____

City _____ State _____ Zip _____

Email: _____

Cell Phone _____ Work _____

Signed (Woman's Club Representative) _____

Check List- Exhibit A

In order to receive return of damage deposit, please complete the following checklist after the event.

- Everything brought into the house must be removed.
- Trash must be placed in trash bins and rolled to the side street. Trash receptacles are to be placed 3 feet apart for city pick up.
- All doors must be locked.
- Thermostats are to be left on the temperatures shown
 - o January-March: 62 degrees (heat)
 - o April- September: 76 degrees (cool)
 - o October-December: 62 degrees (heat)
- If Howard House tables and chairs are used, the tables are to be returned under the staircase and chairs returned to closet in ballroom.
- Upstairs outside balcony is OFF LIMITS. If anyone is seen on the balcony, your total damage deposit is forfeited. No Exceptions.
- All visible trash, (including indoors and front lawn), crumbs, bottle caps etc. are to be cleaned up.

Failure to complete the checklist may result in loss of some or all of Damage Deposit.