

The Howard House
402 S. Layton Avenue
P.O. Box 1306
Dunn, NC 28334

Office Use only:

Deposit Paid _____

Final Balance _____

Damage Dep _____

Door Code _____

HOURLY RENTAL CONTRACT - 2024

* Please print a copy of this contract and bring it to your appointment.

RENTER / RENTERS' NAME(S): _____

CONTRACT DATE: ____/____/____

RENTAL DATE: ____/____/____

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

• VIEWINGS

- The Howard House is shown by appointment only.
- Please contact The Howard House representative via e-mail at the following address: TheHowardHouseDunn@gmail.com to arrange your viewing.
- Pre-wedding Visits: Access to the house will be by prior appointment only for wedding planning.

Please check the online calendar for available dates. Initials _____

2. RENTAL FEES

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) Dollars for each additional hour. The entire rental fee is due with the Signed Contract, and should include an additional Damage Deposit in the amount of FIVE HUNDRED (\$500.00) Dollars. The Damage Deposit will be held and returned to you 2 (two) 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 the Contract are adhered to within the allotted time. Please refer to the **Checklist (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 in the Contract.

CANCELLATIONS. If cancellation is made in writing to The Howard House representative 120 (One Hundred Twenty) days before the scheduled date, The Howard House will return ½ (one-half) of the initial deposit; otherwise, the deposit will be forfeited. Initials _____

3. THE USE OF THE HOWARD HOUSE

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

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

c. No one under the age of 18 shall be given permission to rent the venue/facility unless the Contract is co-signed by an adult (age 21 or older) who will assume full responsibility.

d. The Indoor occupancy limit is 99 people. This is a fire code regulation. If more than 99 people are invited to your event, the renter must utilize the front porch and lawn for overflow. If the renter rents a tent for their event, the renter is responsible for ensuring City Codes are followed for exterior tents and for obtaining any required permits. The Renter will be responsible for fines if city regulations are not adhered to if violation is issued.

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

e. Please see the Howard House website: www.howard-house.com for more information about lodging, caterers, florists and other vendors.

f. At no time are vehicles allowed to park on the grass/lawn of The Howard House. Parking is located on the adjacent lot.

g. Smoking is not allowed in the house. Smoking is allowed on the outside porch located beside the dining room.

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

i. Rental tents, tables, chairs, and dance floors must be picked up by your contracted vendors within 48 hours after the event. The Howard House venue is free of any responsibility for rental items left outdoors of the facility.

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

k. 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.

l. ALL doors must be locked/secured at the end of your event.

m. The 2nd floor, outdoor balcony is **OFF LIMITS**. Anyone seen on the 2nd floor, outdoor balcony is an automatic loss of deposit. **NO EXCEPTIONS.**

Initials (Items a. - m.) : _____

4. **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 event date (included in rental fees). Renter agrees to remove any items not belonging to The Howard House and all debris, i.e. plastic serveware, cans, bottles, etc. both indoors and outdoors. Initials _____

5. **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. Only battery-operated candles are permitted anywhere on the property - indoor or outdoor. (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 venue any longer than 3 days after your event. All items left longer than 3 days become the property of The Howard House. Initials _____

6. **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.

- 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 to original locations after the event. Currently we offer: (2) 8 foot rectangular tables, (10) 6 foot rectangular tables, (5) 60 inch round tables, (1) 48 inch round table, (1) bistro table and (100) white chairs for renters use.
- The dining room table pad **MUST** remain on the table at all times to protect against damage from hot/cold containers, dampness, moisture and water. Initials _____

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

8. **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. Initials _____

9. **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 or dish 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 the event. Initials _____

10. **CATERERS.** The caterer or the Renter will provide protection for venue tables to prevent marring from heat, spills, water, ice, coffee, all preparation tools including china, crystal, napkins, 55 gallon trash bags, paper towels, etc. The Howard House does not supply any catering supplies. All equipment, supplies and food in the refrigerators must be removed from the house immediately after the event. All trash including kitchen and restrooms is to be taken outside to the trash cans and cans are to be taken to the street for pick up. Trash cans should

be spaced approximately 3 feet apart per trash removal service. Renter must provide their caterer with a copy of these rules. Initials _____

11. OTHER PROVISIONS REGARDING FOOD/BEVERAGE.

- The Howard House will provide toilet paper, hand towels and hand soap in all restrooms.
- Food may be reheated in the kitchen, but cooking is prohibited.
- Outdoor cookers must be located at least 20 feet from the house on the concrete pad.
- All tabletops and surfaces must be wiped clean. Do not use polishes, waxes or sprays on wood furniture.
- 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.
- Beer kegs are only allowed on the porch or lawn.
- Additional Special Events Insurance Rider is recommended for 24-hours if alcohol is being served. Contact your personal insurance company to inquire about this rider. A copy must be provided to the venue coordinator within 48 hours prior to your event.
- Pets are not allowed on the grounds or inside the house.

Initials _____

12. **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 (1) 220V plug at the back of the ballroom, and (2) 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. Initials _____

13. **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. Initials _____

14. **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 the 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.

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

16. **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.

17. **CLUB PRESENTATION.** The Woman's Club of Dunn 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 the event.

18. **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 a signed contract to The Howard House representative.

Please make checks payable to: The Howard House

Notices, all payments, contracts and damage deposit may be mailed to:

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

DO NOT mail checks to The Howard House street address.

Contact Info: Sara Titchener 910-890-1606

Email: TheHowardHouseDunn@gmail.com

Renter Information:

Name _____

Phone #: _____

Mailing
address: _____
(Street, City, State, Zip Code)

Permanent
Address: _____
(Street, City, State, Zip Code)

Email: _____

Cell #: _____

Work #: _____

Renter's Signature: _____

Woman's Club Rep. Signature: _____

Check List - Exhibit A

In order to receive return of Damage Deposit, please complete the following checklist after your event:

- Everything brought into The Howard House must be removed.

- Trash must be placed in the 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:

January - March: 62 degrees (heat)

April - September: 76 degrees (cool)

October - December: 62 degrees (heat)

□ If the tables and chairs belonging to The Howard House are used, all tables and chairs must be returned to their original locations.

□ The upstairs outdoor balcony is OFF LIMITS. If anyone is seen on the balcony, your total damage deposit is forfeited. No exceptions.

□ All visible trash (indoors, porch and lawn), crumbs, bottle caps, etc are to be cleaned up.

FAILURE TO COMPLETE THE CHECKLIST MAY RESULT IN LOSS OF SOME OR ALL OF YOUR DAMAGE DEPOSIT.