



## KING-TISDELL COTTAGE FOUNDATION FACILITY RENTAL AGREEMENT

This Facility Rental, Fees and Services Agreement (“Agreement”) is made and entered into an agreement on (Date) \_\_\_\_\_ at (Time) \_\_\_\_\_ between **King-Tisdell Cottage Foundation, Inc.**, a Georgia Nonprofit Corporation (“KTCF”) and \_\_\_\_\_ (“Client”).

### RECITALS

WHEREAS KTCF, selectively and in its sole discretion, rents the use of portions of the Beach Institute facility, located at 502 East Harris Street in Savannah Georgia, (“Facilities”) for special events; and

WHEREAS KTCF and Client have agreed that Client will be permitted to so rent the Facilities in accordance with the terms and conditions set forth in this Agreement,

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties hereto, the parties hereto hereby agree as follows:

### ARTICLE I: AGREEMENT AND PAYMENT

#### 1.1 Facility Use Fee.

The Facility Use Fee under this Agreement shall be calculated by multiplying the total number of hours Client uses to rehearse, set-up, carryout and hold the event, and to clean up after the event, by the hourly rate specified in Appendix A. Client hereby requests \_\_\_\_\_ total hours’ in anticipation of the number of hours required. In addition to the Facility Use Fee other charges to Client may apply in accordance with Article II of this Agreement.

#### 1.2 Event Date.

Client will conduct Client’s event on \_\_\_\_\_ (“Event Date”) and shall only be entitled to the Event site (specified in Appendix A) from \_\_\_\_\_ to \_\_\_\_\_ on the Event Date. Additional charges will be incurred if an Event runs beyond the time specified. See policy statements that follow regarding security and catering requirements and responsibilities.

#### 1.3 Agreement and Payment.

To reserve the Event site requested in Appendix A for an event, Client shall pay KTCF a facility use deposit of \$ \_\_\_\_\_ (“Facility Use Deposit”) (representing 50% of the Facility Use Fee) and a **refundable damage deposit** of \$300.00 (“Refundable Damage Deposit”) upon the execution of the Agreement. The remaining Facility Use Fee in the amount of \$ \_\_\_\_\_ is due 30 days prior to the Event.

In the event of cancellation, the return of deposits (excluding nonrefundable fees) will be governed by the terms of Article III hereof.



Following the Event, the Client will be invoiced and agrees to pay for any additional costs incurred as set forth in Article II. This amount will be due 21 days from receipt of a final invoice. After 21 days, unpaid invoices are subject to late charges on the remaining balance in the maximum amount allowed by Georgia law.

#### **1.4 Insufficient Funds.**

KTCF will charge a \$50.00 fee for each check returned for insufficient funds. All balances that are due after a NSF check will be paid via cashier's check or in cash.

\_\_\_\_\_ KTCF \_\_\_\_\_ Client

### **ARTICLE II: ADDITIONAL COSTS**

#### **2.1 Security.**

A minimum of one (1) designated security person must be present during the Event. Security personnel are to be provided by KTCF. Additional security personnel may be required based on the number of guests attending the Event and the amount of space rented. Security fees over and beyond the one security person included in the facility rental package will be charged to the Client in the amount of \$25 per hour per security personnel with a four (4) hour minimum (\$100 minimum for each security person). Security personnel requirements are determined at the sole discretion of KTCF. The Client will be notified prior to the Event if any such additional security personnel are deemed necessary. Security fees are subject to change without notice.

#### **2.2 Janitorial.**

Basic housekeeping service is included with the facility rental. The Client is responsible for removal of garbage, boxes, personal belongings, etc., pertaining to the rental, whether from guests, silent auctions, caterers, or any other vendors. Additional janitorial service workers may be required due to clean-up above and beyond the basic housekeeping service. Client will be notified during or on the day following the Event if any such additional janitorial personnel are deemed necessary. Additional janitorial service fees will be charged to the Client in the amount of fifteen dollars (\$45.00) per hour per worker.

#### **2.3 Beverage Services.**

Alcohol service is limited to beer and/or wine only.

#### **2.4 Equipment.**

Facility rental includes tables and chairs and no other items or equipment unless otherwise noted on Appendix A.

#### **2.5 Damage.**



If damage occurs during the Event, all charges associated with repairing the damage will be billed to the Client. A minimum charge of \$400 will be levied in all cases of damage to property of KTCF. KTCF is not

responsible for any damages to clients, caterers, set-up, bands or event participants. KTCF shall not be responsible under any circumstances for Client's liabilities and expenditures with third parties.

\_\_\_\_\_ KTCF \_\_\_\_\_ Client

### **ARTICLE III: CANCELLATION AND FORCE MAJEURE**

#### **3.1 Cancellation and Refund of Administrative Fee Deposit and Facility Use Deposits.**

In the event of a cancellation by the Client of the Event, KTCF will refund the Facility Use Deposit as follows:

Cancellation 90 or more days before the Event: 100%

Cancellation 30–89 days before the Event: 50%

Cancellation 29 or fewer days before the Event: **NO REFUND**

KTCF will refund 100 percent of the Facility Use Deposit for all canceled events, minus the nonrefundable Facility Use Deposit. Events canceled by the KTCF or due to Section 3.2 below will result in a full refund of the Facility Use Deposit.

Alternatively, the Client and KTCF may reschedule the Event at a later date mutually agreed upon by KTCF and the Client at the originally agreed-upon payment terms. Refunds of deposits paid by Client to caterers and other outside contractors are to be resolved between the Client and the outside contractor(s). KTCF shall not be responsible under any circumstances for Client's liabilities and expenditures with third parties.

#### **3.2 Force Majeure.**

Both the Client and KTCF will be released from their respective obligations in the event of acts of God, war, terrorism, severe natural disasters or if any other cause beyond the reasonable control of the parties render performance of the contract between them impossible.

\_\_\_\_\_ KTCF \_\_\_\_\_ Client

### **ARTICLE IV: INDEMNITY**

#### **4.1 Indemnity.**

Client hereby waives, releases, and agrees to indemnify, defend, and hold harmless KTCF, its trustees, officers, agents, students, and employees from any and all liability, for damage to or loss of property or for bodily or personal injury (including death) of Client or of any Client Party, except liability for bodily or personal injury caused by the gross negligence or willful misconduct of KTCF.

\_\_\_\_\_ KTCF \_\_\_\_\_ Client



## **ARTICLE V: GUEST COUNT AND TICKET SALES**

### **5.1 Guest Count.**

A minimum guest count is due seven (7) business days prior to Event date. After seven (7) business days, changes in the count may be increased within reason. Final count is due three (3) business days before the Event date.

### **5.2 Guest Count During the Event.**

Depending on the final guest count, space rented, and the Event schedule, KTCF reserves the right to take an accurate guest count. A guest count in excess of the pre-agreed number may result in: (1) additional charges to cover increased security and (2) guests being turned away in order to comply with room capacity constraints.

### **5.3 Ticket Sales.**

KTCF does not permit ticket sales at the door.

\_\_\_\_\_ KTCF \_\_\_\_\_ Client

## **ARTICLE VI: CONDUCT DURING EVENT**

### **6.1 Compliance.**

The Client agrees to comply with all policies, practices, rules, and regulations of KTCF listed below or provided to Client, including the KTCF VENUE RENTAL POLICY attached hereto as Exhibit A.

### **6.2 Facility Condition and Responsibility for Damages.**

Client hereby assumes full responsibility for the acts and conduct of all persons admitted to KTCF by the consent of the Client or by or with consent of any person acting for or on behalf of the Client, which persons include all patrons and guests. In the event any portion of the facility, or any portion of the building or grounds of which KTCF is a part, shall be damaged by the act or omission of Client or by Client's agent, employees, patrons, customer's guests, invitees, licensees, or any other persons admitted to KTCF by the Client, the Client shall pay KTCF upon demand such sum as shall be necessary to restore the damaged property to the condition that existed prior to the occurrence of the damage. The amount of such damage shall be considered rent hereunder. Client assumes full responsibility for Client's vendors.

### **6.3 Restricted Areas.**

To ensure the safety and security of KTCF and its contents as well as minimize liability to the Client, all non-rented areas are off-limits to the Client, Client's guests, and Client's independent contractor(s). Any of these individuals found in an off-limits area may be asked to leave the premises.

### **6.4 Operations.**

Client, Client's guests, and Client's independent contractor(s) must comply with any requests made of them by KTCF's coordinator that is assigned to the Event (the "Event Coordinator") or security personnel. The Event Coordinator, security personnel and janitorial personnel are provided by KTCF for the Event as indicated in Article II.

### **6.5 Event Conclusion.**

Client is responsible for ensuring that all events must conclude no later than the time specified on the Agreement. After that time, KTCF will be accessible only to staff designated for the breakdown and clean -up of the Event. All events must be scheduled to conclude at contract agreed time.

### **6.6 Electrical Cords.**

All electrical cords and equipment cables used must be installed so as not to present a hazard for guests and must be in accordance with NEC and NFPA 70F, safety guidelines. Electrical cords may not be taped to the floors in prominent walkways. KTCF may request the repair or replacement of any damaged or faulty cables or equipment to ensure the safety of all personnel and guests. KTCF does not supply electrical cords to Clients.

### **6.7 Prohibited Activities.**

**The following activities are strictly prohibited:**

6.7.1. Cigarette and cigar smoking anywhere inside a KTCF building or on KTCF grounds.

6.7.2. Smoke, fog, or haze producing equipment of any kind.

6.7.3. Candles and open flames of any kind.

6.7.4. Food and beverage in non-designated areas.

6.7.5. Any materials nailed, tied, or taped to any ceilings, walls, floors, or furnishings inside or outside of the building.

6.7.6. Helium balloons.



6.7.7. Throwing of rice, confetti, birdseed, or other materials inside or on the grounds of KTCF. (This includes metallic confetti or glitter-like products scattered on guest tables or buffets.)

\_\_\_\_\_ KTCF \_\_\_\_\_ Client

## **ARTICLE VIII: PARKING**

### **7.1 Parking.**

KTCF parking areas will only accommodate four vehicles. Public street-side parking may be available on neighboring streets.

### **7.2 Additional Parking.**

If additional off-site parking facilities are required, it shall be Client's responsibility to secure the necessary accommodations.

\_\_\_\_\_ KTCF \_\_\_\_\_ Client

## **ARTICLE IX: ENTERTAINMENT AND DANCE FLOORS**

### **8.1 Music.**

All music levels must conform to city, county and residential codes.

### **8.2 Dance Floors.**

All dancing in the Event area requires the rental of a dance floor with a protective pad (of carpet or similar product) installed underneath at the additional expense of Client.

\_\_\_\_\_ KTCF \_\_\_\_\_ Client

## **ARTICLE IX: INVITATIONS**

### **9.1 KTCF Mobile Line Number Usage.**

Under no circumstances can any KTCF telephone number be printed on invitations or announcements.

\_\_\_\_\_ KTCF \_\_\_\_\_ Client

## **ARTICLE X: INDEPENDENT CONTRACTORS**

### **10.1 Vendor Load-In and Load-Out.**

Arrangements regarding access to Facilities for deliveries, set-up, and removal of equipment must be reviewed in advance with the Event Coordinator. It is the Client's sole responsibility to inform independent contractors of KTCF's rules, regulations, policies, and procedures. KTCF must receive a list of all vendors with contact information no later than one week prior to the Event. The following guidelines explain the responsibilities of the Client and Client's independent contractor(s):

**10.1.1 Costs.**

Client bears the responsibility for all costs associated with outside vendors (caterers, florists, entertainment, etc).

**10.1.2 Licenses and Proof of Insurance.**

All outside vendors used for the Event must file copies of current business licenses, certificates of insurance, and proof of worker's compensation with KTCF seven days prior to event function.

**10.1.3 Caterers.**

Any outside caterer must be licensed and insured.

**10.1.4 Deliveries.**

Due to normal KTCF activity, no deliveries may be scheduled before 2pm on the day of an evening event. Assigned set-up time will depend on the Event needs and is determined at the sole discretion of KTCF (see Section IV).

**10.1.5 Load-Out.**

Arrangements must be made in advance with all vendors by the client to return and pick-up rental items immediately following the conclusion of the Event. KTCF is not responsible for any lost or stolen supplies, equipment, or other property that is left overnight. Vendors are responsible for clean-up and removal of all rented items.

**10.1.6 Décor.**

KTCF must approve all decoration proposals.

**10.1.7 Staging.**

All staging must occur on the loading dock area and not in hallways. For fire safety reasons, all hallways and doorways must be kept clear of tables and equipment at all times.

**10.1.8 Dollies or Hand Trucks.**

Client must provide appropriate dollies or hand trucks for the setup and removal of supplies. KTCF strictly prohibits any sliding or dragging of equipment on its surfaces. All band risers and moveable items placed on the floor require rubber bearings. KTCF does not provide any staff to help unload or load equipment.



\_\_\_\_\_ KTCF \_\_\_\_\_ Client

## **ARTICLE XI: BREAKDOWN AND CLEANUP**

### **11.1 Breakdown and Cleanup.**

Arrangements regarding building access and removal of equipment must be approved in advance with your Event Coordinator and the KTCF. A KTCF representative will be assigned to oversee the breakdown and clean-up of the Event. The Client and vendors follows KTCF representative's requests and leave all rented

areas in the same condition as they were found. All Clients are charged a nonrefundable **\$400.00** cleaning fee in the event breakdown and clean up is not performed by the client.

### **11.2 Checkout.**

Before departing, all vendors are responsible for checking out with the KTCF Event Coordinator and completing an event checklist, which will be reviewed the following day by the Event Coordinator. The Client will compensate KTCF for any damage to facilities and property of KTCF caused by Client, Client's guests, or Client's vendors.

\_\_\_\_\_ KTCF \_\_\_\_\_ Client

## **ARTICLE XII: ADDITIONAL GUIDELINES**

### **12.1 Client Representative.**

KTCF will coordinate the Event with only one main contact for the Event, the Client's Representative that is designated on the contract.

### **12.2 Volunteers.**

KTCF does not allow unaffiliated volunteers to set-up, bartend, coat check, or to clean the facility after an event.

### **12.3 Entire Agreement.**

This constitutes the entire Agreement between the parties, and supersedes any previous agreements, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement.

### **12.4 Governing Law.**

This Agreement shall be interpreted and enforced under the laws of the state of Georgia, without regard to its choice of law rules.



**BEACH**  
**INSTITUTE**

*The Beach Institute African-American Cultural Center*  
502 E. Harris Street • Savannah, GA 31401  
P. 912-335-8868 • F. 912-417-2144  
[beachinstitute.org](http://beachinstitute.org)

\_\_\_\_\_ KTCF \_\_\_\_\_ Client



IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

**KING-TISDELL COTTAGE FOUNDATION REPRESENTATIVE**

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CLIENT**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Phone number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_



APPENDIX A

FACILITY RENTAL RATES

FACILITY ROOM(S) & SPACE(S)	Rate(s)	Additional Information
<b>THE MAIN GALLERY &amp; LECTURE HALL</b>	\$600-\$800/hour	Minimum Rental Hours: 2 Hours Rate Hours: 8 AM - 5 PM
	\$3,000/2 hour \$1,000/per additional hour	Minimum Rental Hours: 2 Hours Rate Hours: 5 PM - 9 PM
<b>COTTAGE RENTALS</b>	\$600-\$800/hour	Minimum Rental Hours: 2 Hours Rate Hours: 8 AM - 5 PM
	\$500/hour- Holiday Rates and Friends of the Cottage*No Min Legacy Partnership* No Min	Minimum Rental Hours: 4 Hours *October-December Rate Hours: 5 PM - 9 PM
<b>THE DAVIS GALLERY</b>	\$150/hour	
<b>THE AMA BOARDROOM</b>	\$150/hour	
<b>THE BOSTIC GALLERY</b>	\$300/hour	
<b>THE GENEALOGY CENTER</b>	\$100/hour	
<b>GARDEN RENTAL</b>	\$350/hour	
<b>ADDITIONAL FACILITY RENTAL FEES</b>		
<b>BAR FIXTURE</b>	\$225	
<b>AV SETUP</b>	\$350	
<b>STAFF SETUP &amp; BREAKDOWN</b>	\$350	
<b>STAFF CLEAN-UP</b>	\$400	

10% discount for all memberships except the Friends of the Cottage and the Legacy Partnerships. Cottage and the Legacy Partnerships receive reduced rates. \* **Please see Administrative Personnel for details\*.**

**Total Hours:** \_\_\_\_\_ **Rental Fees:** \_\_\_\_\_ **Total Rental Amount** \_\_\_\_\_

Client \_\_\_\_\_

KTCF \_\_\_\_\_