



Date of Event: _____

**AMERICAN HORTICULTURAL SOCIETY / RIVER FARM
RENTAL AGREEMENT 2019**

Name: _____

Name: _____

Address: _____

City, State, Zip: _____

Phone: Work _____ Home _____ Cell _____
Daytime preferred (Work/Home/Cell)

E-Mail: _____ Date of Event: _____

This RENTAL AGREEMENT entered into as of _____, 20____, between the American Horticultural Society (“AHS”) and _____ as tenant (“Tenant”) is for the use of a portion (“the Premises”) of the River Farm property of AHS in Fairfax County, Virginia (“River Farm”).

1. Rental Term Sheet.

AHS agrees to rent to Tenant the Premises, as described in Attachment A and the Term Sheet attached hereto and made a part hereof, on the terms and conditions set forth herein, including Attachment A and the Term Sheet. The Term Sheet specifies the dates and times on which such rental begins and ends, the number of people who will attend, the catering and music arrangements, and the parking and transportation arrangements.

Tenant hereby agrees to rent the Premises from AHS on the terms and conditions set forth herein, including Attachment A and the Term Sheet.

2. Deposit; Rent; Expense/Damage Deposit.

Upon its execution of this Rental Agreement, Tenant has paid to AHS one-third of the rental fee as a Deposit. This Deposit reserves the date for rental of the Premises pursuant hereto. **Should the event be canceled, this deposit is non-refundable.** ____ (Please initial)

At least 60 days prior to the Event Date, Tenant will pay to AHS the balance of the Rent as shown below. If Tenant fails to pay the balance of the Rent or any other amounts due in the appropriate time-frame, or otherwise breaches Tenant's obligation hereunder, AHS in its sole discretion may cancel this Rental Agreement, retain the Deposit, and evict Tenant, reserving all other remedies available to AHS with respect to such failure or breach.

At least 60 days prior to the Event Date, Tenant will pay an Expense/Damage Deposit in the amount of \$1,000.00.

Following the Termination Time and Date, the \$1000.000 Expense/Damage Deposit will be applied to overtime and/or any expenses of repairing damage to the Premises or maintaining the Premises for which Tenant is responsible, to the extent such expenses have not been paid directly by the Tenant, or any other amounts owed by Tenant hereunder. Within 60 days after the Termination Date, any remaining balance of the deposit will be paid to Tenant. _____ (please initial).

If the Expense/Damage Deposit is not sufficient to pay such expenses and amounts owed by Tenant, Tenant will pay the excess expenses and amounts to AHS promptly upon demand. Any amount due from Tenant but not paid as provided herein will bear a late charge at the rate of 1.5% per month and the Tenant will pay any costs of collection, including reasonable attorney's fees.

The Rent for this event is \$ _____ for a maximum of _____ guests, payable in full 60 days prior to event date. The time frame for this event is from _____ to _____, including caterer set up and take down and rental equipment delivery and removal. (see below) _____ (Please initial)

3. Maintenance; Tenant Property; No Warranty.

During the Term, Tenant agrees to maintain the Premises free of any damage resulting from the Event. The set-up period for the Event begins at the Commencement Time, not before.

Tent and furniture layout must be approved by the AHS Events Manager (the "Manager") 30 days prior to the event, so we can get Fire Marshal pre-approval for you. _____ (Please initial)

Promptly by the Termination Time, Tenant will have cleaned up the Premises, vacated the Premises and removed all of the equipment and property of Tenant and its caterers, musicians, and others contracting with Tenant regarding the Event ("Tenant Property"). Compliance with the foregoing time schedule will be strictly required, and Tenant's failure to do so will result, at a minimum, in additional rent payable by the Tenant but will not result in an extension of the Term hereof. Notwithstanding any other provision hereof, AHS shall not be responsible for Tenant Property and AHS makes no representation or warranty, express or implied, as to the Premises or River Farm or any buildings, equipment, roads, easements, improvements or fixtures thereon, except that AHS owns River Farm and is authorized to rent the Premises to Tenant pursuant hereto.

4. Arrangements.

All arrangements for the Event, including catering, music, transportation and parking, and numbers of occupants during the Event, as set forth in the Term Sheet, will be strictly complied with by Tenant. No other caterers, musicians, or parking or transportation providers, and no other types of food, beverages, music, parking or transportation, and no greater numbers of occupants, whatsoever, will be allowed, except with the prior written consent of the Manager. The Tenant will pay all costs of the Event, including those for food, beverages, music, and parking and transportation.

5A. Liability; Insurances.

Tenant shall be solely responsible for any property loss or damage, or personal injury, including death, arising from or in connection with the Event or Tenant's use of the Premises, except those caused by the gross negligence of AHS, its agent, servants and employees, and Tenant shall indemnify and hold harmless AHS from any such loss, damage or injury, any claims thereof, and any related costs, including reasonable attorney's fees.

Tenant will maintain and pay for the following insurance, with companies qualified in Virginia, naming AHS as an additional insured for the amount of "\$1,000,000" ("Amount"), and will **deliver certificates of insurance 60 days before Event** showing AHS as an additional insured for the amount. If preferred, Tenant may insure the event by purchasing insurance rider from AHS at a cost of \$350.00.

If liquor is to be served, the caterer for the tenant's event is required by the River Farm Rental Contract to have on file with AHS a *certificate of insurance in which AHS is "an additional named insured"* and which includes "*legal liquor liability*" coverage. The tenant is responsible for choosing a caterer who can provide the required coverage. The certificate is due 60 days prior to the event. Failure to provide the certificate will result in no liquor being served.

5B. Waiver of Claims; Remedies.

Tenant hereby waives and releases AHS, its agents, servants and employees, from any and all rights of recovery, claims, action, or causes of action, against any of them, for any loss or damage to the Premises, River Farm, any buildings or improvements or any personal property thereon, regardless of the cause, including without limitation, negligence of AHS (other than gross negligence), its agents, servants or employees. Moreover, AHS reserves to itself any and all remedies available to it, including without limitation those set forth herein, at law or in equity, and no election of remedies by AHS shall be deemed to waive any other remedy available to AHS.

6. Ticket Sales; Publicity.

If tickets are to be sold to the Event, all ticket sales for the Event will be made by special arrangements with and advance written approval of the AHS Manager. AHS shall have no responsibility to publicize or sell tickets for the Event. There will be no announcement by the Tenant of the Event in newspapers, on the radio or in other media without the prior written approval of the Manager. Tenant agrees to present to the Manager for review and approval all publicity for the Event (i.e., media statements, publicity releases, copy for advertisements, brochures, and any other similar materials), prior to their dissemination. In no case shall the AHS name and logo be used by Tenant, except by prior written approval in each instance by the Manager.

7. Sales.

Nothing shall be sold on Premises by Tenant or by persons or entities acting for or through Tenant without the advance consent of the Manager. If the Manager consents, however, such sales shall be subject to collection of all applicable sales taxes and payment of all applicable sales tax will be the responsibility of the Tenant.

8. Relationship.

This Rental Agreement shall not be construed as creating a partnership or any other kind of joint undertaking or venture between the parties, or give to either party any interest in the property of the other or authorization to act in its behalf, except to the extent expressly provided herein. Each party will be solely responsible for its own agents, servants and employees and will pay their compensation and any other applicable worker's compensation, unemployment or other taxes or governmental impositions with respect thereto.

9. Compliance With Laws.

Tenant shall comply with all laws, ordinances, regulations and orders of governmental authorities while using the Premises, including without limitation those applicable to sale or use of alcoholic beverages, noise, parking and transportation. If alcoholic beverages are to be served at the Event, as described on the Event Terms Sheet, Tenant or its caterer at its expense will obtain all requisite banquet or mixed beverage licenses. AHS in its sole discretion may require Tenant to cease serving any person on the Premises during an Event and to eject any person causing a disturbance. Failure to comply with such laws, ordinances, regulations, orders and policies may lead to the termination of Tenant's Event.

10. No Assignment.

Neither this Rental Agreement nor the Premises shall be assigned, sublet, or otherwise transferred by Tenant, in whole or in part, by operation of law or otherwise, without the prior written consent of AHS, which may be withheld in its sole discretion. Transfer of control shall be deemed to be an assignment.

11. Force Majeure.

If the terms of this Rental Agreement cannot be met by either party due to events beyond its control, including without limitation, acts of God, storms, fire, the acts or regulations of governmental agencies or public authorities or labor unions, labor difficulties, lockout, strike, civil disobedience, war, riot, blackout, fuel or power shortage, air raid alarm, air raid, act of public enemy, epidemic, interruption or delay in transportation or electrical or other utility service, the affected party may be given written notice thereof to the other party and thereby be relieved of its obligations hereunder, and there shall be no resulting claim for damages by either party against the other.

12. Applicable Law.

This Rental Agreement shall be executed, construed, performed and enforced in accordance with the laws of Virginia.

13. Exceeding Standard Capacity.

If the number of Event attendees is 161 to 240 people, Tenant will contract valet parking/buses for 36 or fewer passengers. While not required, we recommend also contracting a restroom trailer for these larger events. ____ (Please initial)

14. Departure Times.

All guests must be off the property by 9:00 p.m. Sunday through Thursday and by 10:00 p.m. Friday and Saturday. *Tenant and all Tenant contracted employees*, including all of their equipment, must be off the property by 10:00 p.m. Sunday through Thursday and 11:00 p.m. Friday and Saturday. Should these times be exceeded, an **overtime charge of \$500.00 per hour, or any fraction thereof**, will be deducted from the Expense/Damage Deposit. ____ (Please initial)

15. Service Providers List & Tent Floor plan.

Tenant agrees to provide a Service Providers List & Tent Floor plan for its Event to the Manager no later than **twenty-one (21)** business days prior to such Event. **Failure to provide event information within this time frame will result in an additional fee of \$150.** ____ (Please initial)

16. Timing.

The music will stop no later than 8:45 p.m. Sunday through Thursday and by 9:45 p.m. Friday and Saturday. _____ please initial

The bar will close no later than 8:45 p.m. Sunday through Thursday and by 9:45 p.m. Friday and Saturday. _____ please initial

The **pickup** of all equipment and the **cleaning** of the house/grounds must be concluded by 10:00 p.m. Sunday through Thursday and by 11:00 p.m. Friday and Saturday. _____ please initial

17. Paperwork/Payments Schedule.

Due to AHS 60-days Prior to Event Date:

1. Remaining Balance: \$ _____
2. Expense/Damage Deposit - \$1,000
3. Comprehensive Liability Insurance Coverage
4. Caterer's Certificate of Insurance

Due to AHS 30 Days Prior to Event Date:

1. Tent Seating Plan (if tent is being used)
2. Service Providers List

18. Expense/Damage Deposit Return Contact Information.

Name: _____
(please print)
Address: _____
(please print)

19. Entire Agreement.

This Rental Agreement, *including Attachment A and the Term Sheet*, sets forth the understanding of the parties regarding the subject matter hereof and supersedes all prior agreements. Changes can be made only by mutual written agreement of both parties.

IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be executed by their respective officers or representatives thereto duly authorized, as of the date first above written.

TENANT

AHS STAFF

By: _____

By: _____

Date: _____

Date: _____

1/3 Deposit Paid: _____

Date: _____



ATTACHMENT A
STANDARD RULES AND POLICIES FOR RENTALS OF RIVER FARM 2019

The following rules and policies are standard for all River Farm rentals and become binding upon executing the Rental Agreement. The Tenant and their contracted event employees (including but not limited to: caterers, musicians and music providers, florists, photographers, and rental companies) must adhere to the following guidelines to preserve the house and grounds of River Farm in their present condition.

1. Legal Obligations.
Fairfax County regulations require strict compliance by Tenants with the Rental Agreement and this attached document.
2. Fee Schedule.
Reservations for an event are assured upon written contract and a non-refundable deposit of 1/3 of the rental fee. 60 days prior to the rental date, Tenant will pay to AHS the balance of the rental fee. Tenant will also pay an Expense/Damage Deposit in the amount of \$1,000.00. This Deposit will be returned within 60 days after an event when all accounts are settled, if there is no infraction of the contract. Tenant must also furnish certificates of insurance at least 60 days prior to the Event or purchase insurance from AHS (\$350.00).
3. Parking.
No parking is allowed on East Boulevard Drive. Designated guest parking areas are the paved lot and the right hand side of the circle. All deliveries are to be made within the time frame of the event; scheduled by the Tenant. Equipment must be unloaded in the driveway along the side of the house. Trucks must be promptly removed to a designated parking space.
4. Florists.
Florists must deliver during the rental hours of the Tenant. Florists must remove all garlands, bouquets, and floral arrangements following the event and within the rental timeframe. The Tenant is responsible for ensuring that this happens.
5. Second Floor Access.
No one is permitted on the second floor of the house, with the exception of the Tenant (wedding party; family of deceased), who may use the sitting room and hall restroom only.
6. Smoking.
NO smoking is permitted on River Farm.
7. Rental Supplies.
Tenants must provide serving personnel, food, beverage, linens, tableware, flowers, and tables and chairs as needed. Such items are not furnished by AHS. All rental items must be delivered and picked up within the rental time frame only.
8. River Farm Furniture.
AHS furnishings and objects may not be handled or moved without the approval of the Event Manager or Event Coordinator. Waterproof matting must cover the floor behind any beverage stations or bars in the estate house. Ice must be in a solid waterproof container that will not scratch the floor. **AHS staff will assess any or all damages to River Farm, including plants or grass on the grounds, grease or damage to driveways and the property in general. Tenant will be held financially responsible.**

9. Caterer Requirements.

All functions must be professionally catered. All caterers must be licensed and insured. A current copy of a \$1,000,000 liability insurance policy must be on file at AHS. A current Health Department Inspection Certificate for kitchen must be provided.

10. Caterer Checklist.

Tenant is responsible to advise caterer and vendors of all AHS Rules and Policies. All caterers must be approved by AHS before the contract is signed with Tenant. Caterer and Tenant must schedule a walk through with the Event Manager, **three or more weeks before event.** Final floor plan to be sent to Fairfax County Fire Marshal must be received by AHS one month in advance of event date.

- A. Caterers are to advise the Event Manager of intended time of arrival. **No one should arrive before the time contracted; they will not be admitted early.** All deliveries and pickups are to be handled by Tenant or Caterer within the commencement and termination times specified in the Rental Agreement.
- B. The caterer will have use of the kitchen. Limited refrigerator and freezer space is available. The stove, oven, and microwave may be used for heating food only. Propane gas is not allowed in the kitchen. Butane is not permitted anywhere on River Farm.
- C. Any caterer who has not worked at River Farm within one year prior to the event is required to visit the facility before the event. The Event Manager will give tours of the facility care and cleaning instructions by appointment. If the Tenant wishes to meet with the caterer at the facility for planning purposes, it must be by appointment: Monday through Friday, 9 a.m. to 5 p.m., or Saturdays as schedule allows.
- D. Tenant and their contractors must remove everything they bring into the house or onto the grounds. This must be completed by the rental termination time noted in the rental contract unless prior permission has been granted. Ice cubes must be emptied in the driveway, not on the grass.
- E. At the conclusion of the Event, the rooms are to be restored to order. Floors must be left clean (kitchen wet mopped, wood floors swept, etc.) according to the Caterer's Checklist. **The caterer will remove all grease and trash from the property. Clean up is the responsibility of the Tenant and their contractors. Failure to comply will result in forfeiture of the security deposit by the Tenant.**
- F. A supervisor from the catering firm must remain at River Farm throughout the Event.
- G. The Garden Calm area is **NOT** to be used by the caterer in any manner.

11. Role of AHS Staff.

An AHS Staff person will be on duty to supervise the use of the facilities throughout the Event, to answer questions about the property, and to close the house after the Event. The duties of the AHS Staff concern the security and interpretation of the property and helping to ensure a successful event. **Contractors must announce their arrival to the AHS staff member on duty. The Caterer's Checklist will be provided to catering staff supervisors at this time.**

12. Alcohol.

All ABC regulations must be complied with during the course of the Event. AHS reserves the right to remove from the premises anyone who is inebriated or behaving in an objectionable or destructive manner.

13. Music.

Standard 110v outlets are available in the Ballroom. **Amplified or electronic music is not allowed outside the Ballroom at River Farm. This rule is strictly enforced.** Please take this limitation into account when contracting for music. All musicians and music providers must be licensed and bonded. Music must be of quality and volume not to disturb neighbors of the River Farm and will be monitored by AHS Staff. **Bands should be no larger than 5 pieces in Ballroom. No stages.**

14. Hanging Decorations.

Use of nails, screws, or duct tape are not permitted on walls or painted surfaces.

15. Candles/Sparklers.

Only battery operated candles and battery operated votives are allowed at River Farm. Guests may not carry lighted candles or use sparklers.

16. Children.

Children must be under adult supervision at all times.

17. Confetti, Etc.

NO rice, confetti, glitter, balloons, or birdseed is permitted in the house or on the grounds. Real or freeze dried rose petals may be used on the grounds if swept up at the conclusion of the event. Synthetic petals are NOT allowed.

18. Rehearsals.

Wedding rehearsals may be held, at no additional charge, Monday through Friday, to begin no earlier than 9:00 am and to end no later than 5:00 pm or on Saturday, *in season*, to begin no earlier than 9:00 am and to end no later than 1:00 pm. *The rehearsal must be scheduled with the Event Manager.* If another event is later contracted during that timeframe, the tenant may be asked to adjust their rehearsal time. Every attempt will be made to reschedule the rehearsal within an hour of the previously scheduled time.

19. Street Signs/Decorations.

No signs or decorations (balloons, for example) are allowed on the George Washington Parkway, per the National Park Service.

20. Tent Accessories

Our tent includes sidewalls, lighting, fans, and a ceiling liner. All other tent accessories (heaters, etc.) will be contracted through and provided exclusively by the current tent supplier.