

# Fort Dalles Museum Facility Rental Agreement

This Rental Agreement is made and entered into on \_\_\_\_\_, 20\_\_ by and between Fort Dalles Museum-Anderson Homestead Foundation (“Fort Dalles Museum”) and \_\_\_\_\_ (“Renter/s”).

**FACILITIES available to rent:** The grounds of the Surgeon's Quarters are available for rent. Anderson Homestead grounds, the interior spaces inside the museum, vehicle buildings or Anderson Homestead are not available for rent. Restrooms, located at the Surgeon’s Quarters, will be available for the duration of the rental period. See attached application.

Group Size: \_\_\_\_\_

Event: \_\_\_\_\_ Event Dates and Times: \_\_\_\_\_

The following rules and regulations are to be observed and are enforced on the grounds of the Fort Dalles Museum:

- No Alcohol allowed. The only exception may be for a champagne toast, with previous permission of Museum staff.
- No person shall cut, remove or damage any flowers, trees or shrubs located on the grounds.
- No fires are allowed on the premises.
- Only Service Dogs are allowed within the facilities/grounds and shall be kept on a leash at all times.
- No motor vehicles or motor bikes shall be operated, parked, or left standing at any place on the grounds. Assistive devices, such as motorized wheelchairs, are allowed.
- No person shall ride or drive any horse or non-domestic animal or permit any horse or non-domestic animal to go upon any portion of the grounds without permission of Museum staff.

## GROUNDS RENTAL RATES

- 8 hours : \$750.00. Event set-up and tear-down must occur during these 8 hours
- Any additional hours: \$100.00 each
- One and a half hours: \$225.00 (event minimum)
- All events of over 25 attendees will be charged a \$250.00 refundable cleaning deposit.
- Rental fees are required to be paid in full one week prior to the beginning of the rental period.
- A deposit of 50% of rental fee plus cleaning deposit (as applicable) is required in order to hold a date.

Whereas, Renter desires to rent a portion of the above facilities from Fort Dalles Museum on the terms and conditions set forth herein and Fort Dalles Museum is willing to rent the

facilities on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Fort Dalles Museum policies that follow, and other good and valuable consideration, the parties agree as set forth below:

1. **Facilities: Event, Date, Rate** – Fort Dalles Museum shall make a portion of the above-named facilities available for purposes of the Event. This use shall be non-exclusive. Upon signing of the Contract and payment of the required deposit, the spaces named above shall be reserved for Renter for the dates and rates shown above.
2. **Time of Rental** – Guests, vendors and personal belongings must be off the property by 11PM. Failure to vacate the property by 11PM will result in a \$300 fine per hour.
3. **Outdoor Activities** – For the respect of Fort Dalles Museum guests and neighbors, quiet hours begin at 9:30pm. Under these circumstances, music must end by 9:00 pm.
4. **Deposits and payment**– A deposit equal to 50% of the total rate is required to secure your date and must be sent back with this signed agreement within 10 days from the date the contract was generated. Fort Dalles Museum requires a confirmation of attendance at least two weeks in advance of all functions. Your bill will be based on the guaranteed number, plus charges over and above. **The renter shall pay the full balance of the rental amount before the beginning of the event.**
5. **Cancellations** – Should renter choose to cancel the event a \$50 processing fee will be charged. In addition, the following schedule applies for refunds:

<u>Amount of time prior to event</u>	<u>Amount of deposit returned (less handling fee)</u>
more than 30 days	100%
3 - 29 days	50%
3 - 14 days	25%
Less than 3 days	0%

6. **Damage Deposit**- A refundable \$250.00 damage deposit is required 14 days prior to the beginning of the event for any event with more than 25 guests. The cost of any missing items, damages or the need for excessive cleaning will be deducted from the damage deposit. Damage deposit will be refunded within one week after the event upon satisfactory inspection of the spaces used.

7. **Liability Insurance** – Fort Dalles Museum requires that the Renter obtain general liability or event insurance covering the day/s of the event, based on the planned activities, with limits no less than \$2,000,000.00. A certificate of insurance and a policy endorsement naming **Fort Dalles Museum and Wasco County** as additional insured shall be provided to Fort Dalles Museum at least 14 days prior to the day of the event. Event insurance can be purchased through our insurance provider. This policy is to cover all activities on the property including, liquor, food, music, lighting, etc., for the dates of the Agreement. Please contact us for more information. **Failure to obtain and provide proof of insurance 14 days prior to the day of the event is grounds for event cancellation and full refund.** \_\_\_\_\_

8. **Indemnification and Hold Harmless** - Renter shall hold harmless, defend and indemnify Fort Dalles Museum and its employees, officers, directors, volunteers and agents (collectively, the “County”) from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney’s fees and fees of litigation) of every nature arising out of, or in connection with, or relating to Renter’s use of the Facility or its failure to comply with any of its obligations contained in this Agreement. **Renter shall not violate, or allow to be violated, any Federal, State, or local law, or rules of the County Museum Board.**
9. **Engineering, Electrical and Audio-Visual** - Special engineering requirements must be specified at least three weeks prior to the event.
10. **Decorations** – No nails, screws or staples can be used on building surfaces or trees.
11. **Force Majeure**- Neither Fort Dalles Museum nor Renter shall be considered in default because of any delays in completion and responsibilities here under due to causes beyond the control and without an fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties to disable shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent.
12. **Attorney's Fees** – In the event legal costs are incurred to remedy a breach or to enforce or interpret any terms or condition of the Agreement, the prevailing party shall be entitled to receive its reasonable attorney's fees resulting from such remedial action or enforcement.

### **DECORATIONS**

If decorations – i.e. streamers, ribbons, banners or balloons — are used, they may not be fastened to the buildings, artifacts, or trees. Anchoring decorations to museum property (buildings, shrubs, artifacts, or trees) by nailing, tape, or other destructive methods is not allowed, and any violation will trigger immediate cancellation of the event and all monies paid non-refundable. All decorations and signage must be removed before 10 a.m. the following day.

### **TENTS/CANOPY**

It is possible to rent large tents from various vendors in The Dalles area that may be set up on the grounds to provide cover from sun or rain. Permission must be obtained from the Museum Coordinator or designated staff in advance. Tents or canopies must be removed before 10 a.m. the following day. They must be self-supporting, and not be attached in any way to the buildings, artifacts, or vegetation of the museum. **Absolutely NO stakes or pounding anything into the grounds.**

### **SMOKING**

**Smoking is only permitted in the designated area at the rear of the Surgeon’s Quarters, next to the restrooms. Please properly dispose of your litter. As a County facility, the use of marijuana is strictly prohibited.**

If you have any questions about the policies outlined here, please do not hesitate to contact us for clarification at 541-296-4547 or [fortdallesmuseum@gmail.com](mailto:fortdallesmuseum@gmail.com)

Name of  
applicant: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_ Cell

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

Email: \_\_\_\_\_

\_\_\_\_\_ Event

Type: \_\_\_\_\_

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

Hours: \_\_\_\_\_ # of

Guests/Participants: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Amount of  
coverage: \_\_\_\_\_

Will Food Be Served? YES NO Types of Food:

\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: (name)

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Point of Contact: (phone number) \_\_\_\_\_

It is understood and agreed that should your group fail to adhere to all of the above rules and policies and conform to the proper use of the buildings and facilities, Fort Dalles Museum may, at its discretion, terminate this agreement and require the renting parties to vacate the premises (during the event if necessary), forfeiting any and all fees and monies.

**I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the event does not comply with this agreement or the policies the event may be immediately terminated by Fort Dalles Museum in its sole discretion, and/or all deposits made retained by Fort Dalles Museum. I understand and agree that, in addition, I/we will be responsible and liable to Fort Dalles Museum for any costs exceeding the amount of the retained deposit.**

**RENTER/S:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**FORT DALLES MUSEUM**

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