

The Peterloon Foundation
8605 Hopewell Road
Cincinnati, Ohio 45242
513-791-7600(tel)*513-791-7608(fax)
peterloon@fuse.net

RENTAL AGREEMENT

This contract between The Peterloon Foundation, a private, non-profit, charitable corporation (Peterloon), and the entity named below (Lessee) is for the short-term rental of the Peterloon Estate, located at 8605 Hopewell Road, Cincinnati, OH 45242

Visitors are reminded that Peterloon is a unique estate that is preserved for the benefit of charitable, educational and cultural organizations in Greater Cincinnati. The Peterloon Foundation contributes to the community by awarding cash grants and by offering use of the house and grounds at nominal rental rates to qualified charitable groups for fundraising events, meetings and seminars. (When scheduling permits, private and corporate rentals also may be booked.) To enable these goals to endure, and to ensure the safety and enjoyment of the guests and workers, it is especially important that the property and its contents be treated with utmost respect, and that the provisions of this agreement be fulfilled to their full extent.

Lessee name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Title:** _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Billing Address, (if different): _____

If non-profit, indicate tax exempt classification, such as 501(c)(3): _____

Name of

Function: _____

Date of rental: _____ Arrival time: _____ Ending time _____

Type of function: _____ No. of Guests: _____

Set-up time required: _____

Terms and Conditions

1) Peterloon agrees to provide the following:

- a) Use of designated areas of the house and grounds for the above event.
- b) Kitchen facilities for use by qualified personnel.
- c) Alcoholic beverages. Per state law, all beer, wine, and liquor must be purchased from Peterloon's beverage inventory. Lessee will be charged for purchases in accordance with the Peterloon bar price schedule in effect at the time of the event. A bar fee of \$2.00 per quest will be charged to include: bar tables, soft drinks, tonic, soda, plastic cups, and napkins. Items not stocked can be furnished with sufficient advance notice. However, it is the responsibility of the Lessee to pay entirely for all specially ordered items, whether consumed or not, and to remove any surplus with 24 hours of the end of the function. The Bar will close no later than midnight.
- d) Supervisory staff during the function and at other reasonable times that the Lessee requires access. All needs for access to the property should be arranged in advance.
- e) Peterloon will have representatives available during the event to provide information to guests about the estate and the Foundation, and to conduct informal tours. Formal tours are available, and must be arranged in advance.
- f) Peterloon will furnish, at no further cost 14-5' round tables, 4-6'x30" banquet tables, and 150 white chairs.

2) HOUSE RULES-the following policies have been set by the Peterloon Board of Trustees and public safety authorities.

- a) **Maximums: 150 people inside the house at one time**
120 guests inside the house for a seated meal
250 guests for a tented function
120 cars in the parking lot behind the garage/Stable complex located 1200 feet from the house. 25 cars self parked in front courtyard (40 cars if tended by a valet)
- b) No parking on grass or driving off the paved driveway.

- c) Furniture may only be moved by Peterloon staff. Proper care should be taken when setting up equipment to avoid damaging the historic wooden floors. No items may be hung on the walls.
- d) The Peterloon house is a smoke free facility. Smoking is permitted outside: However, guests are reminded to use appropriate waste receptacles.
- e) Closing times: 10 PM-upstairs tours
11:30 Bar closes
12:00 facility closes

3) RESPONSIBILITIES OF THE LESSEE:

- a) Since Peterloon provides only the facility and amenities listed in paragraph 1f. Lessee is responsible for hiring caterers, bartenders, car parkers or shuttle service, florists, etc. Rental of linens, tables, chairs, place settings, tents, decorations, etc. are also the responsibility of the Lessee. Set-up and breakdown of tables, and chairs inside the house must Be done by Peterloon Staff. Set-up and breakdown of tables, chairs, and Other items outside of the house shall be the responsibility of the Lessee. If Lessee or its agents do not perform the required timely set-up and Breakdown of rental items and does not contract with the rental company To provide such services, Peterloon will perform the work and charge Lessee accordingly.
- b) Lessee will furnish responsible, professional bartenders as required. Details regarding the serving of alcoholic beverages must be reviewed and Approved by the Peterloon management.
- c) Lessee, its employees, guests and other visitors shall fully comply and obey all laws, ordinances, rules, regulations, and requirements of all governing authorities in any way affecting the Peterloon premises, or the use of them.
- d) Lessee agrees to indemnify and save harmless and defend Peterloon from and against any an all liability, cost, expense, loss, damage, and claims for injury to person (including death) or property, including all legal and other expenses relating thereto, caused by, or attributable, directly or indirectly, to the use and occupancy of the leased premises and abutting areas by the Lessee, his agents, employees, customers, invites, or licensees.
- e) Lessee shall carry appropriate and adequate general liability insurance, including liquor liability, against possible claims of bodily injury, death and property damage in an amount not less than \$1,000,000 combined single limit. Medical Payments will be required in limits no less than

\$1000.00. The Peterloon Foundation will be added as an additional insured and documented proof (insurance certificate) must be provided to Peterloon at least 48 hours in advance of the rental.

- f) Any subcontractor performing work on behalf of the Lessee as required in paragraph 3a, must have a current Subcontractors Agreement on file with Peterloon. This agreement requires appropriate evidence of general Liability, liquor liability and workers compensation insurance, and board Of health certificate, where applicable.**
- g) Prior to leaving the premises, Lessee or its caterers, must clean, sweep and mop the kitchen to its original condition. All utensils must be properly washed, dried, and stored. Lessee must make sure that its caterer has complied with this provision and that the cleanup meets with the approval of the Peterloon representative. If Lessee fails to adequately perform the above, an hourly rate of \$25.00 will be charged to have the work properly done.**

4) TERMS

- a) The rental fee for the above event is _____ . A non-refundable deposit of 50% of the fee is due upon the execution of this agreement. The balance of the rental fee, plus other incurred costs will be invoiced to the address shown above. Final payment is due 14 days following the event.**
- b) Amounts paid to Peterloon in conjunction with this agreement are not considered charitable contributions by the Internal Revenue Service.**
- c) Peterloon is required by law to document its charitable endeavors, one of which is the granting of special rental rates to organizations. Therefore, if the Lessee is a charitable organization, it is mandatory that a photocopy of an IRS determination letter or recent federal tax return be furnished as proof of status. A STATE SALES TAX EXEMPTION FORM IS NOT SUFFICIENT DOCUMENTATION FOR ESTABLISHING RENTAL FEES, but is required if Lessee is not required to pay sales tax on beverages And other taxable items. If suitable proof of charitable status is not Provided at least two weeks prior to the rental date, the Lessee agrees to pay The prevailing group rental rate.**

Initial acknowledgement of above condition: _____

Agreed to by:

Lessee: _____

Print Name: _____

Title: _____ **Date:** _____

Signature: _____

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The Peterloon Foundation

By: _____ **Date:** _____