

## **Long Hill Estate Authority Facility Use Agreement**

This Facility Use Agreement ("*Agreement*") is made between Long Hill Estate Authority, a municipally chartered corporation with an office and principle place of business at 421 Wadsworth Street, Middletown, Connecticut 06457 ("*Authority*") and

(*First & Last Name*) \_\_\_\_\_

("Customer") whose address is as follows:

(*Street Address*) \_\_\_\_\_

(*Town*) \_\_\_\_\_ (*State*) \_\_\_\_\_ *Zip Code* \_\_\_\_\_.

(*Phones*): \_\_\_\_\_

(*Use*): \_\_\_\_\_ (^ *Event*)

### **Recitals:**

- The Authority operates the Long Hill Estate at 421 Wadsworth Street in Middletown, Connecticut, and makes available for a usage fee certain portions of the building and grounds. (The portions of the building and grounds available to Customer for the Event is referred to in this Agreement as the "*Facility*").
- The Customer wishes to contract for the use of the Facility in accordance with the terms of this Agreement.
- In consideration of their mutual promises contained in this Agreement, the Authority and the Customer agree as follows:

### **I. Use:**

Subject to the terms and conditions of this Agreement and the Schedules referenced in this Agreement, Customer shall have the non-exclusive use of the Facility for the Event on the following date only: \_\_\_\_\_ ("*Event Date*"). **Customer shall have the use of the Facility for a period of nine (9) consecutive hours on the Event Date, as directed on the *Event Detail Form*. Additional time may be reserved, subject to availability, for the additional hourly fees set forth in Section II below.** Customer acknowledges that two hundred (200) persons is the maximum attendance number for any event during which the attendees are expected to be seated for a portion of the event (such as weddings, testimonials, dinner parties, etc.) For events larger than 200 attendees certain requirements and contract amendments are necessary and prior approval is required. A tent is required for all weddings greater than 200 people.

The Authority's obligations under this Agreement are contingent upon Customer's full compliance with Customer's obligations under this Agreement. The Authority, without becoming liable to Customer, may cancel the Event or terminate the Event (even if in progress) and/or decline to perform under this Agreement if the Customer fails to fully comply with any of Customer's obligations under this Agreement or the Schedule(s).

### **II. Fees:**

The fee for the Customer's use of the Facility is \$ \_\_\_\_\_. At the time this Agreement is signed, Customer must pay to the Authority **a non refundable deposit in the amount of \$2,000.00** ("*Reservation Deposit*"). Notwithstanding any other term or provision of this Agreement, the Authority is not bound and the Facility is not reserved to Customer until the Reservation Deposit has been paid in good funds.

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The balance of \$ \_\_\_\_\_ is due no later than \_\_\_\_\_, (which date is six months prior to the Event Date).

All checks must be made payable to the "Long Hill Estate Authority". Customer acknowledges that Customer has reviewed and understands the amounts and due dates of all payments required under this Agreement and the Schedule(s). Customer agrees that time is of the essence as to the due dates for all payments under this Agreement and the Schedule(s). All payments made within 30 days of an event must be paid with money order, or certified check.

The fee for Customer's use of the Facility beyond the *nine (9)* consecutive hours reserved to Customer on the Event Date shall be \$750.00 for each hour (with partial hours to be pro-rated), and all amounts due for additional hours must be paid prior to the Event Date. Any overages will be deducted from the Security Deposit. If the nature of your event requires usage of the mansion on a day other than the day contracted for your event, the fee for usage of the mansion is based on the rental fees as described in Schedule B.

### **III. Rules and Regulations:**

The City of Middletown requires the renter to provide a Certificate of Insurance to the Long Hill Estate Authority prior to the scheduled event. This certificate shall name the City of Middletown and the Long Hill Estate Authority as additional insured's. The Limits of Liability to be provided are: \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage for Business/Personal Liability, and \$1,000,000 each Common Cause Limit/\$1,000,000 Aggregate Limit for Liquor.

The Customer's use of the Facility is subject to the Authority's Rules and Regulations, attached as Schedule B. The Customer acknowledges that Customer has read Schedule B and agrees that failure to comply with Schedule B shall be a violation of the Agreement. \_\_\_\_\_ (initial).

### **IV. Security Deposit:**

The Customer shall pay the Authority a security deposit of **\$500.00** ("*Security Deposit*") on or before \_\_\_\_\_ (60 days prior to Event Date) to insure full compliance with the Agreement and Schedule B, satisfactory clean-up of the Facility and its equipment, and to cover any damage caused by the Customer or Customer's guests, caterers, vendors or other contractors. Customer indemnifies the Authority against any claims, liabilities, losses, fines, penalties and costs (a) arising from Customer's use of the Authority's real or personal property, and/or (b) arising from the acts or omissions of Customer, its guests, caterers, vendors or contractors. Failure to comply with Schedule B shall result in the forfeiture of the Security Deposit and/or immediate termination of the Event and/or such penalties as provided by City ordinance or State law. **It is the customer's responsibility to comply with the Rules and Regulations as set forth and the failure of the Event Supervisor to enforce a regulation does not imply consent and abdicate the right of the LHEA to retain the Security Deposit. Additionally, it is not the responsibility of the Event Supervisor to notify the Client that additional charges may be pending.**

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**V. Rehearsals**

Due to the scheduling of other events, it may not be possible to accommodate wedding rehearsals at the Mansion. Under no circumstance will a rehearsal be scheduled or access to the building be allowed on a day when the Mansion is to be rented to another party. Notwithstanding, the opportunity to rent the Mansion takes precedent over the scheduling of ceremony rehearsals regardless of the proximity to your event. We will not schedule any rehearsal prior to one month of your event.

**VI. Cancellations:**

Notwithstanding that one or more payments under this Agreement are made by a third party, Customer, and only Customer, shall have the right to cancel Customer’s reservation by written notice of cancellation sent to the Authority. If there is more than one Customer, then a cancellation by one Customer will be a valid cancellation of the Event and a relinquishment and release of the Event Date. However, a cancellation of Customer’s reservation shall not terminate Customer’s obligation to pay all amounts due or to become due under this Agreement. Although not obligated to attempt to do so, if the Authority resells the Event Date for not less than the amounts Customer is obligated to pay under this Agreement, the Customer shall be released from any further liability. Under no circumstance shall the Reservation Deposit be refunded.

**VII. Miscellaneous**

If this Agreement designates more than one Customer, then the use of the singular shall be read as the plural. All Customers must sign this Agreement and all shall be jointly and severally liable under the Agreement. This Agreement is binding upon the Customer and Customer’s heirs and estate. However, no other person is a third party beneficiary of this Agreement and Customer’s rights under this Agreement shall not under any circumstances be assignable or transferable to any other person or entity whatsoever. This Agreement is for the Event only (which may not be changed without the written consent of the Authority) and reserves the Event Date only. Neither the Agreement nor the Reservation Deposit is transferable to any other date. Other than as set forth in the Agreement and Schedules, there are no other agreements or understandings between the Authority and Customer. Any notice to a party with respect to performance of or cancellation or termination under this Agreement is effective if given in writing by certified U.S. mail, return receipt requested at the address for such party shown in this Agreement, or by such other method by which delivery of the notice can be verified; however, the foregoing shall not affect the termination or cancellation rights of the Authority under Section I above. If any amount due or payable by Customer under this Agreement or the Schedules is not paid as required, the Authority may bring suit for the amount due and shall be entitled to recover from the Customer and/or any liable party any attorney’s fees incurred by the Authority in connection with such suit.

***Long Hill Estate Authority***

By \_\_\_\_\_ Date \_\_\_\_\_

***Duly authorized***

By \_\_\_\_\_ Date \_\_\_\_\_

***Customer***

**Contact Information**

Celebrants:

Names \_\_\_\_\_ and \_\_\_\_\_

Street Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

E-Mail address \_\_\_\_\_

E-Mail address \_\_\_\_\_

Office Use Only:

<b>Schedule Payments</b>	<b>of</b>	<b>Amount</b>	<b>Date Due</b>	<b>Received</b>
Basic Rental Fee				
Reservation Deposit		\$2000.00		
Balance Due			_____ (6 months prior to Event)	
Security Deposit		\$500.00	_____ (60 Days Prior to event)	
Rental Hours and Floor plan		No Charge	_____ (14 Days Prior to event)	
Outside Caterer Fee		\$1,000.00	_____ Prior to Approval	
Extra Hours Paid		\$750/hr.		