

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 421Wadsworth Street, Middletown, Connecticut 06457 ("Authority") and

(First & Last Name) _____

(Street Address) _____

(Town) _____ (State), _____ Zip Code, _____

(Phones): _____

(Use): _____ ("Event")

Recitals:

- The Authority operates the Long Hill Estate at 421Wadsworth Street in Middletown, Connecticut, and makes available for a usage fee certain portions of the building and grounds.
- 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.

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). 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. 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. Damages

The customer is responsible for 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 may result in immediate termination of the Event. It is not the responsibility of the Event Supervisor to notify the Client that additional charges may be pending.

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. 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.

VIII. Event Force Majeure

Authority shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to an Event of Force Majeure. For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Authority, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed, and (ii) such circumstance materially and adversely affects the ability of the Authority to perform its obligations under this Agreement.

IX. No Waiver

The parties acknowledge that the Authority does not waive even in the case of delay in the execution of any right, power, privilege, or remedy set forth in this Agreement. Neither will the partial execution of the Authority's rights, powers, privileges, or remedies waive its right to enforce this Agreement's provisions in full.

XI. Mediation/ Arbitration

Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this Agreement.

If a dispute develops between the parties to this contract, the parties will first submit to non-binding mediation to address any controversy or claim arising out of, or relating to this Agreement. The mediation shall be conducted by and according to the Consumer Arbitration and Mediation Rules and Procedures of the American Arbitration Association. The parties shall be bound by the terms and conditions as set forth in any settlement agreement that is executed by the parties. Both parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

In the parties are unable to resolve their dispute through mediation, the parties shall be required to have the dispute, controversy or claim settled by arbitration in Hartford Connecticut in accordance with the Consumer Arbitration and Mediation Rules and Procedures of the American Arbitration Association, before an arbitrator agreed to by both parties. If the parties cannot agree upon the choice of arbitrator, each parties shall choose one arbitrator, and those two arbitrators will then select a third arbitrator who will serve as the actual arbitrator for the dispute, controversy or claim. Any award entered by the arbitrator shall be final, binding and nonappealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrators shall have no authority to modify any provision of this Agreement or to award a remedy for a dispute involving this Agreement other than a benefit specifically provided under or by virtue of the Agreement. Each party shall be responsible for its own expenses relating to the conduct of the arbitration (including reasonable attorneys' fees and expenses) and shall share equally the fees of the American Arbitration Association.

XII. 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. This Agreement reflects the entire understanding between the parties, and 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. In any action or proceeding to enforce the terms of this Agreement, the Authority 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 action or proceeding.

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:

| Schedule Payments | of | Amount | Date Due | Received |
|--------------------------------|-----------|---------------|------------------------------------|-----------------|
| Basic Rental Fee | | | | |
| Reservation Deposit | | \$2000.00 | | |
| Balance Due | | | _____ (6 months prior to Event) | |
| Rental Hours and Floor plan | | No Charge | _____ (14 Days Prior to event) | |
| Outside Caterer Fee | | \$1000.00 | _____ Prior to Approval | |
| Extra Hours Paid | | \$750/hr. | | |