

**GOLDEN HISTORICAL SOCIETY
WINDMILL HALL
RENTAL AGREEMENT**

The Golden Historical Society ("Society") hereby agrees to rent the Windmill Hall ("Hall") to the undersigned ("Lessee") upon the following terms and conditions:

1. The Lessee may rent the Hall for the date of _____
starting at the time of _____ and ending at _____.

2. Lessee shall pay a rental fee of \$ _____ to the Society at least ten days prior to the event.

Full Hall..... \$400 per day
Half Hall..... \$175 per day
Use of Big Kitchen..... \$25 per day
Beverage wagon hook-up \$25 per day
Trellis \$25 each

3. The Lessee shall pay a deposit of \$ _____.

Confirmed reservation/clean-up deposit..... \$100 per event
Damage deposit..... \$50 per event

4. The Golden Historical Society Windmill Hall Rental Guidelines are incorporated and made a part of this Rental Agreement, and Lessee agrees to comply with all of those guidelines.

5. The Lessee also agrees that it will save, hold, and keep the Society and the demised premises free and clear of and from any and all claims, demands, penalties, liability, judgments, costs, and expenses, including reasonable attorney fees arising out of any damage which may be sustained by any person as a result of the Lessee's use of the premises.

Dated this _____ day of _____ in the year _____.

Signed,

LESSEE

SOCIETY REPRESENTATIVE

Sign form and send completed form with a check or money order for the deposit to:

Kay Lord
PO Box 130
Golden IL 62339-0130

Golden Historical Society Windmill Hall Rental Guidelines

1. Definitions

- a. **Society**, as used herein, means the Golden Historical Society or its representatives.
- b. **Hall**, as used herein, means the Windmill Hall and all facilities therein except for large kitchen.
- c. **Village**, means the Village of Golden or its representatives.
- d. **State**, means the State of Illinois or its representatives.
- e. **Contract**, as used herein, means the written agreement for use of the Hall as issued to an applicant by the Society.
- f. **Lessee**, as used herein, means any person, firm, association, organization, partnership, company, or corporation who applies for an is granted a contract to use the facilities of the Hall.
- g. **Event**, as used herein, means any and all contracted functions utilizing the Society's facilities.
- h. **Event Period**, as used herein, means that period of time in consecutive hours from the start to the conclusion of the event.
- i. **Event Day**, as used herein, means a calendar day.
- j. **Hall Rate**, as used herein, constitutes use of the Hall and prep room with normal heating and air conditioning.
- k. **Tentative Reservation**, as used herein, shall mean the request to reserve the Hall on a tentative basis (without a deposit) and subject to release by lessee or all the discretion of the Society.
- l. **Confirmed Reservation**, as used herein, shall mean the reservation of the Hall confirmed with a signed contract and receipt of deposit for same.

2. Authority

- a. The Society or its representative shall have full responsibility for the daily operation of the Hall.

3. Contract

- a. All rental contracts shall be in writing on forms approved by the Society, and executed for and on behalf of the Society by said person(s) appointed by the Society's Board of Directors.
- b. A Lessee, by entering into a contract shall thereby waive any claim against and indemnify, save and hold harmless the Society and its agents and members for any damages to the premises, fitting, equipment and furnishings of the facilities, during the time the premises are used, occupied under said contract, and against claims of any and all persons for injury to persons or damage to property occasioned by or in connection with the use of the Hall by the Lessee.

4. Rental Rules and Regulations

- a. All rental fees shall be paid in cash (with appropriate receipt given), by check or other manner deemed adequate by the Society.
- b. The rental is based on the Hall rate and includes a limited number of chairs and tables. The rental does not include any special services or equipment nor supplied by the Society under the terms of the lease agreement. **A trellis is available for a \$25 fee for each set.**
- c. All events schedules on a tentative basis are subject to preemption by a confirmed reservation. For events that are held on a tentative basis, the party will be given the opportunity to confirm the

reservation, at which time a contract will be issued and a deposit received. Failure to return proper written contract and deposit within specified time will result in the reservation being released. Reservations reserved on a tentative basis may be released at any time at the discretion of the Society.

- d. **The Hall must be vacated by 1:00 a.m. All events should be scheduled until midnight to allow clean up of facilities by 1:00 a.m.**

5. Payments/Deposits/Cancellations

- a. A deposit shall be paid at the time a confirmed reservation is made. **The confirmed reservation/clean-up deposit shall be \$100.00.** For events where alcohol will be served, or events that are deemed major by the Society, a \$50.00 damage deposit will be requested in addition to the confirmed reservation/clean-up deposit.
- b. Deposit shall be returned to Lessee if written cancellation of reservation is received thirty (30) days or more before event day. Cancellations received less than thirty (30) days from event date are subject to deposit being forfeited to the Society.
- c. If inspection of facility after event indicates no damage to Society property and/or clean up is completed to conditions outlined in rental contract, said deposit will be returned to Lessee by the Society's treasurer within ten days of event. The Society reserves the right to retain all or a portion of deposit to cover damage and/or clean up costs.
- d. All rental fees shall be paid in full to the Society at least ten days prior to the event.
- e. There will be a \$30.00 charge on any check returned for non-payment for any reason.

6. Kitchen Facilities

- a. The large kitchen facilities and equipment are not available for use with standard rental of Hall. The rental of Hall does include use of pre room (small Kitchen).
- b. For an additional fee, you may rent the countertop with electrical hook-ups, stainless steel prep table and big refrigerator in the large kitchen.

7. Damage to Buildings & Contents; Forfeiture of Deposits

- a. All parties using the facilities shall be responsible for the payment of any and all damages to the buildings, furniture, fixtures or equipment, sustained from such use, whether caused by the Lessee or his patrons, ordinary wear and tear expected.
- b. Any damage resulting on account of any misuse of any portion of the premises shall be paid for by the Lessee.

8. Liability for Lessee's Property

- a. The Golden Historical Society, its officials, agents or members, shall not be liable for any loss, damage or injury to properties of any kind that are delivered to or stored in or on the premises.
- b. Properties shall not be received until Lessee has made proper arrangements with the Society or its designated representative for receiving, handling and storage of such material.

9. Lost or Misplaced Articles

- a. The Society has the sole right to collect and have the custody of articles left on the premises by Lessee's patrons, and to provide for the disposition thereof.
- b. The Society shall assume no responsibility for losses suffered by the Lessee or his agents which are occasioned by theft or disappearance to equipment, articles or other personal property

10. Character

- a. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of the said Lessee.

11. Observance of Law

- a. All Lessees of the facility shall comply with all laws ordinances and regulations of the United States, State of Illinois, the County of Adams, and the Village of Golden, including any rules and regulations the facilities under the charge and control of the Society.
- b. Violations by the Lessee may result in the cancellation of the contract and discontinuance of use of the facilities unless satisfactory compliance is assured.
- c. This is a smoke free environment.

12. Default by Lessee

- a. In the event that the Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions of the contracts to be performed, kept or observed, the Society or its representatives shall give the Lessee notice of such default and in the event said default is not remedied to the satisfaction and approval of the Society within the time specified by the Society, the Lessee may be declared in default and all of its right hereunder shall terminate.
- b. At the direction of the Society or its appointed representative, the Lessee shall vacate the Hall and shall have no right to further operate therein and shall forfeit all rights under the contract to any moneys due or paid the Society in the form of rent, deposits, etc.
- c. The Society may resort to any and all legal remedies or combination of remedies which it may desire to assert and to which it may be entitled.
- d. The Lessee, in accepting the contract, shall agree that the Society shall not be liable to prosecution or for damages in the event that the Society declares the Lessee in default hereunder.
- e. The Lessee agrees to pay Society reasonable attorney's fees when the services of any attorney are used in order to collect for rental, service charges, or damages, or to enforce any provision of this agreement or any rule or regulation of the Hall.

13. Decorations/Rehearsals

- a. Time in the Hall must be arranged with the Society in advance. It must be scheduled so as not to conflict with other scheduled events and when Society representatives are available.
- b. The Society may grant the prior day, 8 hours, for decorating or rehearsals, **at a cost of \$50**, if the facilities are available.
- c. As the rent is based on events, heating, and air-conditioning will be turned on in the time prior to the event to ensure patron comfort. It is not turned on for rehearsals, decorating or move-in unless full rental is paid for those hours.
- d. All decorations are to be provided by the Lessee.
- e. No decorative or other material shall be attached to any part of the building so as to damage the building. Scotch/cellophane/masking/duct tape is not allowed on walls or painted surfaces. Must use Stickie tack.
- f. The use of freestanding candles is strictly prohibited. Candles enclosed in a glass globe may be used.
- g. Lessee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar or in any manner deface said premises, and will not permit nails, hooks, adhesive fasteners, staples, tacks or screws to be installed on any part of the building or premises.
- h. The hanging of pictures, poster, banners or any other items on walls, ceilings or drapers requires approval of the Society.

14. Clean Up of Facilities

- a. Facility clean-up is the responsibility of the Lessee and will begin immediately following the event. It is the Lessee’s responsibility to arrange for the removal of all decorations, garbage, etc. immediately upon the conclusion of the event.
- b. The Lessee shall maintain the property in a clean and sanitary condition at all times. At the termination of the event, Lessee shall surrender the Hall to the Society in as good a condition as when received.
- c. Proper cleaning items, including garbage bags, must be used and will be provided by the Society.
- d. All beverage and food spills must be properly mopped and cleaned up.
- e. Floors must be dry mopped or swept and collected materials removed.
- f. Beverage dispensers/wagons must be removed from the premises as soon as possible. Lessee must obtain prior approval from the Society for said items to remain on premises for more than 24 hours after conclusion of event. Lessee must also make appropriate arrangements with Society for pick-up and delivery of said items if access to Hall is needed prior to scheduled event. There is a \$25.00 charge to Lessee for electricity to beverage wagons. Electricity will not be provided to these items after conclusion of contracted events, unless an additional electric fee is paid.
- g. Under no circumstances, shall beverage dispenser/wagons block Hall entrances or exits.

15. Alcoholic Beverages

- a. Lessee will not allow beer, wine or liquor of any kind to be sold, given away or used upon said premises in violation of the regulation or any law of the State of Illinois, County of Adams, or Village of Golden.
- b. Should Lessee choose to distribute an alcoholic beverage, said Lessee will provide the Society with a Certificate of Insurance showing they have Dram Shop coverage at least three (3) days in advance of the usage date.

16. Additional or Unspecified Items

- a. The Society reserves the right to impose any additional rules or regulations, or to set special rental rates and use arrangement whether or not expressly provided herein, which may be necessary for the best interest of the operation of the Hall and as such they will be binding upon the Lessee.
- b. The Society reserves the right to have its representatives be present at the Hall, without fee, during the entire time the Hall is rented.

17. Windmill Hall Rental Charges

- a. The following charges have been established by the Society for the rental of the Hall:
 - 1) Full Hall \$400 per day
 - 2) Half Hall..... \$175 per day
 - 3) Use of Big Kitchen..... \$25 per day
 - 4) Beverage wagon hook-up \$25 per day
 - 5) Confirmed reservation/clean-up deposit..... \$100 per event
 - 6) Damage deposit \$50 per event