Stone Chimney at Chehaw Rental Agreement

Thank you for choosing Chehaw for your upcoming event! By signing this agreement, you are reserving The Stone Chimney at Chehaw on _________________________________.

To guarantee your date, this contract must be signed and deposit paid.

Renter will have access to the Stone Chimney during regular Park hours. Events must be over by sundown as lighting is limited. Certain events may be extended until 10:00 p.m. with prior approval from management.

Description of Fees:

50% of your rental is due when your date is reserved and the contract is signed. You are responsible for any damages or situations that require excessive cleanup by Chehaw staff that occur during the rental period, including those created by your guests or vendors.

There is a 7% sales tax due on all rentals and events.

The rental fee includes Park admission for all guests and basic cleanup of the grounds area prior to the event. Extensive grounds or maintenance requests can be accommodated for additional fees.

Cancellations

There is a $50 cancellation fee if you cancel your event.

Renter will forfeit 50% of the rental fee if cancellation occurs 2 weeks or less prior to the event.

If you must cancel your event, you can apply any rental fees paid towards another date within a 12 month time period. The $50 cancellation fee still applies if 30 days prior to the event.

Chehaw reserves the right to cancel the event in case of an emergency. The event may be rescheduled without penalty on a mutually acceptable date. If a date cannot be established, or if the client opts not to reschedule, Chehaw will refund all paid fees.

Amenities

Chairs and decorations are not included in the rental fee. These items can be provided for additional fees.

Chehaw staff will not be responsible for unloading tables and chairs that are not Chehaw’s property. The client is responsible for the safety and good order of all equipment and other property owned by Chehaw and is liable for said equipment and other property if it is lost, stolen, damaged, or misplaced. Chehaw shall have no responsibility for equipment supplied by client or another party. Chehaw reserves the right to approve all equipment used hereunder and its use and the supplier of the same.

In an effort to protect the integrity of Creekside, staff must approve all decorations prior to an event set up. Use of nails, staples, carpet tape, masking tape, and any other adhesive is prohibited. Confetti, glitter, rice, birdseed, or any similar material is also prohibited due to the safety of our wildlife. For
outdoor events, no pyrotechnics, flammable equipment, loud speakers, or flying objects are allowed without express permission. Helium balloons or floating lanterns may NOT be used on the Park.

All candles must be contained or enclosed in glass and are limited to the stone area only. Flame must not reach higher than two inches below the height of the glass. Flameless candles and lanterns are encouraged.

**Alcohol and Food**

If you are selling alcohol at your event, all alcohol sales must be handled by Chehaw, including events at which admission tickets are sold. Chehaw will provide a separate invoice depicting alcohol sales to the renter. The invoice must be paid within seven days.

Events selling food must present a valid permit. Chehaw is not responsible for any person that gets sick due to consumption of food that is provided by an outside vendor.

Chehaw offers catering and alcohol services for additional fees. Please see staff for these requests.

**Liability**

In requesting the use of Creekside, the renter agrees to assume financial responsibility for any damage to or loss of objects or property belonging to Chehaw, and for any personal injury incurred caused by any actions consequent to technical determinations rendered by him or her under the provisions of this agreement.

The client shall defend and hold harmless Chehaw, the City of Albany, and its agents or representatives, from all claims for injury, damages, or death to persons or property arising from the performance and execution of the agreement including court costs, attorney fees, and other expenses caused by any act or omission of the client and/or its guests, invitees, or agents. The client agrees to pay for all damages to the premises or other Chehaw property.

**Violations**

If Chehaw determines that the terms of the agreement or any laws or ordinances have been violated, Chehaw can cancel the event at any time, even when in progress. Chehaw retains the right to keep any sums paid or to require additional reasonable payment.

I have read, understood, and agreed to the terms of this agreement.

Renter Signature: ____________________________________________________________

Print Name: _________________________________________________________________

Date: __________________________

Chehaw Representative: _______________________________________________________

Date: __________________________
Date of Event:

Group or Event Name:

Type of Event:

Number of Guests Expected:

Event Start Time:

Event Ending Time:

Before or after hours access times
($200/hour before 8:00 am or after 10:00 p.m.):

Serving any food or meals:

Caterer:

Chehaw servers needed ($10/hour each):

Serving alcohol: Open or Cash & # of Bars ($30):

Who is purchasing the alcohol:

# of Chehaw bartenders needed ($10/hour each):

Additional Needs:

Chairs ($2 each):

Tables ($10 each):

Tablecloths:
$10: # Black, # White, # navy pintuck, # gold pintuck
$12+: Client's Choice rented from vendor

Extensive grounds keeping requests ($100-$300)

Power supply needs:

Decorations (setup begins at $200):
Wood rounds, glass, mirrors, candles, wood boxes, stumps, etc.
Other items can be purchased or obtained for the client for an additional fee.

Large Wooden Cross ($50):

Church Doors ($200):
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>#</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chimney Rental</td>
<td>$350+tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Hours</td>
<td>$200/hour+tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>before 8:30a After 10:00 p</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Servers</td>
<td>$10/hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bartenders</td>
<td>$10/hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bar Set Up Fee</td>
<td>$30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorator Fee</td>
<td>$200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chairs</td>
<td>$2/each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tables</td>
<td>$10/each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tablecloths Chehaw</td>
<td>$10+tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tablecloths Rental</td>
<td>$12+tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wooden Cross</td>
<td>$50+tax</td>
<td></td>
<td></td>
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<td>$200+tax</td>
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<td></td>
</tr>
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<td>Extensive Grounds Keeping</td>
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<td></td>
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</tr>
<tr>
<td>Additional Charges</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Payment Schedule

Cancellation before _________________ will be _________________

Cancellation before _________________ will be _________________

<table>
<thead>
<tr>
<th>Fee</th>
<th>$</th>
<th>Due</th>
<th>Date Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit</td>
<td>50%</td>
<td>Rental</td>
<td>at reservation</td>
</tr>
<tr>
<td>Remainder</td>
<td></td>
<td></td>
<td>10 days before event</td>
</tr>
</tbody>
</table>

By signing this contract, renter agrees to make payments to Chehaw by the above schedule. This payment schedule is enforceable by law, and the methods described below will be used in cases of delinquent payment. This agreement is binding, and in failure to meet its terms will allow Chehaw to take certain recourse. If payment should not be delivered at all, Chehaw will be entitled to contact a debt collection service. By signing this agreement, all parties agree to the terms as described. Both parties will receive a copy of this agreement and will be responsible for upholding its terms. I have read, understood, and agreed to the terms of this agreement.

Renter Signature: _______________________________________________

Print Name: __________________________ ___________________________

Date: __________________

Chehaw Representative: __________________________________________

Date: __________________