



Berrien County Historical Association
History Center at Courthouse Square
313 N. Cass Street, PO Box 261 Berrien Springs, Michigan 49103
(P) 269.471.1202 (E) info@berrienhistory.org

Facility Rental Agreement & Contract

Contact Information

Name of Renter: _____

Authorized Contact Person(s), if not the renter:

Renter Address:

Phone: _____ Email: _____

Authorized Contact Person(s) Phone: _____ Authorized Contact Person(s) Email: _____

Day of Event Contact Person: _____

Phone: _____ Email: _____

Your event can be password protected and Password:
only those who provide the password can
make changes to your event. _____

Event Information

Date of Event: _____

Event Type: Wedding ___ Fundraiser ___ Family Reunion ___ Party ___ Other _____

Event Start Time: _____ Event End Time: _____

Set up Start Time: _____ Clean End Time: _____

[Weddings Only] Rehearsal Time Start and End: _____

Deposit Information

The Berrien County Historical Association requires a refundable deposit for all rentals. Last-minute weddings (defined as events happening less than two weeks from first contact) may have their deposit waved at the discretion of the executive director.

Deposits can be made via check, cash, or credit card in-person at the museum and must be made at the time of the contract signing. For parties that are not available in-person, a check can be sent with the contract via mail, or the Renter can call 269-471-1202 to pay via credit card over the phone.

Deposits will be issued to the Renter within 30 business days of the event, although we strive to close the books on events sooner. This will be issued as a check to the Renter.

As of July 1, 2022, the current deposit rate is \$250.00 for rentals except for grounds-only rentals, which is \$350.00. This fee is always subject to change and the BCHA strives to enact changes on January 1st or July 1st of the calendar year. Contracts and deposits not received by the BCHA prior to any expected changes are subjected to said changes.

Rental and Facility Policies

Please read through the policies below. Renting Party/Parties must initial in the box for each policy and any contract missing initials will be considered *incomplete*. Incomplete contracts will result in your event not being scheduled by the BCHA.

Historic Environment

The History Center at Courthouse Square is a registered historic landmark and as such, the Renter must take into consideration the following information:

- Our site has limited accessibility for guests with mobility issues or disabilities
- Open flame is prohibited in all buildings, no exceptions
- Ground events are prohibited from using candles within 25 feet of any building
- Alterations to the buildings or grounds is strictly prohibited and may result in legal action if discovered
- Adhesive or other damaging materials cannot be used for installing decorations inside any building nor on the columns of the Courthouse and Sheriff's Residence; mild adhesives can be used on the exterior fence, but no nails, screws, or hooks

Museum Environment

The History Center at Courthouse Square is first and foremost a museum dedicated to the preservation of the history, heritage, and culture of Berrien County and the Michiana region. As such the Renter must abide by the following:

- Our exhibits cannot be changed, moved, or altered in anyway
- Renters are responsible for items lost, damaged, or stolen during the event and maybe subjected to criminal prosecution in the case of theft
- If an event is hosted during our regular business hours, the BCHA staff will prohibit daily guests from entering spaces under contract with the Renter but they will be allowed to visit the museum as normal

General Liability and Coverage

While the BCHA does not require insurance coverage for the event, any Renter who opts to take out a policy must include the following organization on the policy and send a copy to their respective offices:

- Berrien County Parks Department
- Berrien County
- Berrien County Historical Association

Additionally, the three parties listed above are not responsible for lost, stolen, or damaged property in relation to the event rental, include those caused by Acts of God or other events beyond the Renter's control.

The Renter is responsible for any damages caused to the grounds, buildings, exhibits, signage, artifacts, and other elements of the Courthouse Square caused by the renting party or any of their guests. And so long as guests are on the grounds for any reason related to the rental, the Renter is responsible for their behavior and actions.

In the wake of COVID-19, the three parties listed above are not held responsible for any illness contract by a guest, vendor, or the Renter during the event. Additionally, if the BCHA re-enacts their COVID policies, all guests are subjected to those rules and those who refuse will be turned away or removed from the property. Renters refusing to enforce the rules will have their event immediately cancelled and no refund will be given.

Reservation of Rights

The BCHA reserves the right to cancel all agreements connected to this rental for non-payment or for non-compliance with any of the rules, terms and conditions set forth in this agreement. If the agreement is terminated due to Reservation of Rights, then no paid to-date fees will be returned.

The BCHA also reserve the right to cancel the reservation of events that actively promote discrimination based on race, color, religion, age, gender, sex, status of citizenship, or nation of origin. The use or promotion of hate speech in connection with the Renter will also result in the enforcement of this policy.

Cancellation Policy

A refund may be issued to the Renter if the event is cancelled by the Renting party or by the BCHA for reasons other than those listed above in the Reservation of Rights:

- Cancellations 60 or more days before the event: return of to-date payments and deposits minus a \$50.00 administrative fee.
- Cancellations between 30 and 59 days before the event: return of to-date payments and deposits minus a \$100.00 administrative fee
- Cancellations between 14 and 29 before the event: return of to-date payments only; the deposit will be kept by the BCHA
- Cancellations made less than 14 days before the event or the day of: no refunds of to-date payments or deposit given

NOTE: If a Renter must cancel due to a serious event (i.e. death, serious injury, disease, or environmental disaster) within the final 14-day period, they can submit a Request for Refund for the deposit to the executive director. This is subject to the approval of the Board of Directors and all decisions of the board are final.

Equipment

The Berrien County Historical Association can make the following equipment available for rentals at no additional cost to the Renter:

- Sound system (Courthouse rentals only)
- Projector and screen
- 3 wooden 6-foot tables
- 3 plastic 6-foot tables

- 2 plastic 4-foot tables
- Up to 20 metal folding chairs
- Access to cleaning supplies for small events only

The BCHA does not provide the following for rentals currently:

- Round Tables
- Folding tables of any other material
- Tents
- Serving needs (trays, bowls, utensils, silverware, napkins)
- Cleaning supplies
- Trash cans and bags
- Any other materials necessary for the comfort of guests and vendors

Electricity and potable water are available, please have your vendor reach out to us for more information.

Alcohol

The History Center at Courthouse Square is part of the Berrien County Parks Department and is currently subjected to its no alcohol policy for event rentals. However, the BCHA will allow a champagne or wine toast to be hosted for special events. Plans related to alcohol must be submitted to the BCHA within two weeks of the event for approval.

Catering and Other Third-Party Vendors

The Renter will need to engage with third party vendors to meet all their event needs outside of grounds and facilities. Both the Renter and the Vendor must work with the BCHA to create an event plan that informs the vendors where to park, set up, and other means needed to serve the event.

Vendors are liable for any damage done to the museum, its buildings, and/or the grounds while they and their property are here. The Renter may also be liable for the Vendor and their behavior during the event.

Staffing and Security

The BCHA requires a staff member to be on-site during the event but will only liaison with the Renter for items and issues related directly to the museum only. Staff will not be treated as party planners,

security, emergency personnel or provide any support related to the event not directly connected with what the museum has agreed to provide during the rental.

While security guards are not required for rentals, the BCHA can request at any time prior to the event a security plan from the Renter. If felt any sort of personnel is needed on the grounds by any of the three governing bodies of the Courthouse Square, the Renter will be responsible for the procurement of said guard and their financial costs.

Politics and Political Events

The Berrien County Historical Association may rent the History Center at Courthouse Square to political entities for the purpose of private events only. The museum and grounds are not available for the following:

- Media releases or announcements
- Political rallies
- Fairs, festivals, or other public events tied to a single party or ideology
- Open fundraising events (i.e. chicken dinners)

In addition to private, ticketed events, all Renters from political entities must abide by the following:

- All media and press releases must include the following: “The Berrien County Historical Association, the Berrien County Parks Department, and Berrien County do not endorse any political party or candidate.”
- Political signage will not be allowed on the grounds anytime before or after the event and signage during the event must always remain inside the rented space
- The logo of the three parties listed above cannot be used in conjunction with any media related to the event

Failure to abide by these rules will result in an immediate cancellation of the event and a requirement for the Renter and their guests to vacate the property immediately through the enforcement of the Reservation of Rights policy.

I, _____, have read the above policies and agree to adhere to them during the life of this contract.

Representative, BCHA

Date

Representative, Renting Party

Date