



2019 FACILITY RENTAL AGREEMENT

Event Date: _____ Event Time: _____ Facility: _____

Cass County, ND, Historical Society and _____

The person receiving the payment for use of the facility is the Cass County, ND, Historical Society, Inc. dba/Bonanzaville hereafter known as "OWNER". The person renting and paying to use the facilities is hereafter referred to as "RENTER".

The OWNER makes portions of its public space available for facility rentals. In order to help care for the museum and its collections, any and all reservations, agreements and contracts for the use of the facilities MUST adhere to the following:

I. Event Preparation

Arrangements regarding building access, deliveries, additional set-up and removal of equipment must be reviewed in advance and approved with the Event Coordinator.

II. Event Responsibilities

1. Deposit

50% of the total fees is required to reserve the date and facility, with the balance due 30 days prior to the event. This deposit goes toward the rental fee and is NON-REFUNDABLE. Scheduled events will not be cancelled and/or refunded due to inclement weather. If an event is cancelled within 90 days of the scheduled event, no refund will be given.

2. The additional \$500 per building Damage Deposit is fully refundable pending a completed facility inspection by the staff. The RENTER is responsible for any/all damages above normal wear and tear as determined by OWNER staff.

3. Caterers

Bonanzaville does not have catering restrictions. You are free to choose your own caterer or you can prepare the food yourself. In the event that a caterer is hired, the event coordinator must be notified of that selection at least 30 days prior to the event.

4. Cleanliness

Clients and their vendors/suppliers are responsible for the removal of their own items brought into the museum for the event, and for ensuring adequate cleanliness at the conclusion of the function.

5. Damages

The RENTER assumes full responsibility for any damages to the physical property of Cass County Historical Society-Bonanzaville. This includes, but is not limited to: buildings, artifacts, furniture and fixtures, museum displays and exhibits, parking lots and grounds.

III. Alcohol Service

1. Distribution or consumption of alcoholic beverages is prohibited on OWNER property unless a permit is requested by Bordertown Bar & Grill and approved by Cass County.

2. If bar service is requested, the RENTER is required to notify the Event Coordinator at least 60 days prior to the event. Bar services are provided *exclusively* by Bordertown Bar & Grill. These services are provided at a cost of \$25 per hour with a \$25 permit fee. The RENTER is responsible for setting serving times and will need to ensure payment for alcohol service is paid prior to the first drink being poured.

3. If alcohol is being used without permission, not served by Bordertown Bar & Grill, or abused, the responsible party will be escorted from the property and parking lot of OWNER and the entire rental fee and deposit(s) will be forfeited.

IV. Staff & Security

1. A representative of Cass County Historical Society-Bonanzaville will be on-site throughout the duration of the event to ensure the safety of the museum and its collections, in addition to providing basic event coordination. Staff will also be present to address any concerns during setup. *Due to the historic and fragile nature of the museum environment, outside event planners must be approved to work on the property. If outside event planners are approved, OWNER will have staff on hand to ensure the protection of the museum and collections.*
2. If event rentals go beyond OWNER's hours of operation or if alcohol is present, arrangements for a security guard made by OWNER at a cost to the RENTER are due 30 days prior to the event. (Up to 125 people = 1 security guard, 126-300 people = 2 security guards and 301+ = 3 security guards). Security is charged at a flat rate of \$200.00 per guard.
3. If RENTER and/or guest(s) are found disrespecting buildings or artifacts, or behave in a manner unacceptable to the security guard or OWNER personnel, the guest(s) will be escorted from the property and parking lot and will be denied re-entry.

V. Off-Limit Areas

To ensure the safety and security of the facilities and their contents, as well as to minimize liability to the client, all non-rented areas are off limits to the guests, caterers and other client support staff. Cass County Historical Society-Bonanzaville reserves the right to rent any unused space that is not under contract.

VI. Exhibit Spaces

Exhibits are located throughout the museum and pioneer village. Exhibits are considered "permanent" and cannot be moved. This includes, but is not limited to: display cases, furniture and fixtures, signage and decorations. Exhibits will change periodically, therefore the museum cannot guarantee that the rented space will look exactly as it did at the time of booking.

VII. Fees & Deadlines

1. OWNER will add a 3% service charge on all credit card transactions. All accounts not paid IN FULL 30 days prior to the scheduled event will be subject to a service charge of 10% of the rental fee. Non-payment of fees will result in the cancellation of your event.
2. Any outstanding balances must be paid before the final walk-through 30 days prior to the event. A final guest count, number of security guards required, linen choices and a complete event set-up will be discussed and finalized at the walk-through meeting.

VIII. Parking

1. OWNER has a parking lot with spots available for 200 guests. For larger events, OWNER will utilize the overflow parking lot to ensure there is adequate parking for all guests.
2. Guests will park *only* in the main or overflow parking lots. Parking within the gates is allowed *only* under the following conditions:
Vehicles displaying a Handicap sticker or license plate may park near the rented facility with prior approval from the OWNER event coordinator.
3. No vehicles are allowed to park within the gates of the pioneer village during normal operating hours. The only exceptions to this rule are delivery vehicles with prior approval and mobility impaired guests. Arrangements can be made with the event coordinator to allow vehicles to come in as deemed necessary by both parties to load and unload.
4. Any vehicle remaining in the village at the conclusion of the event will be locked in the village until the start of the next business day.
5. Drinking and loitering are strictly prohibited in the parking lot. Anyone found consuming alcohol in any portion of the lot will be removed from the grounds immediately and denied re-entry to the event.

IX. Restrictions

Cass County Historical Society-Bonanzaville is subject to various regulations which require the following restrictions:

1. ***NO SMOKING*** anywhere inside any of the facilities including the entire gated area of the pioneer village or within 20 feet of doors and windows that are outside of the gates. OWNER will provide a cigarette receptacle for proper disposal of all cigarettes butts. This receptacle is located outside of the main gate and cannot be moved to other areas. Anyone found smoking inside the gates will be escorted from the village including guests and paid vendors. Excessive violation of this rule is grounds for deposit forfeiture.
2. No fog machines.
3. **No open flames.** Votive candles may be used in approved areas when placed inside glass containers at the table level only. The use of flamed candles **MUST** be approved by the event coordinator prior to placement. No candles are allowed near artifacts or in exhibit spaces or historic buildings. The use of a flame is strictly prohibited. Any violation of this rule will result in a \$150 charge and could possibly lead to eviction from the premises.
4. No food or drinks in exhibits.
5. No scented candles or oils can be used.
6. No gum or popcorn
7. No throwing of confetti, rice or other materials inside or on the grounds of any of the facilities.
8. **Nothing may be hung, nailed, stapled or taped to any of the facility walls, ceilings, floors or furnishings.** The curator and event coordinator **MUST** approve the use of any fastening materials for decorating purposes. Any deviance from this rule or damage caused by such objects is subject to a \$500 fine.
9. No animals are allowed on the grounds except for service animals.
10. Hosts, guests and all contracted personnel will conduct themselves in a manner respecting the historical importance of the structures, exhibits, artifacts and grounds.
11. Non-flash photography is encouraged, but please do **NOT** use your flash inside exhibits.
12. Food and beverage can only be served in Dawson Hall and/or the Event Center.
13. Bars may not be set up in public areas until after business hours. Only approved alcohol service is permitted on OWNER property.
14. **In compliance with Cass County regulations, museum facilities may NOT be used for political fundraising events such as rallies.**
15. OWNER does **NOT** allow any outside parties to rent space with the purpose of charging an admission fee at the door. Anyone found violating this rule will be escorted off the property and the entire deposit for the event will be forfeited.

*Bonanzaville is not exclusive to RENTERS/Guests until **after** the regular business hours of the museum and village, unless the RENTER has paid for village closure. RENTERS are limited to the area in which they are renting. Rental Fees do not cover admission for guests to the pioneer village. Admissions for tours are billed at \$3.00 per guest. This allows the entire 43 building pioneer village to be opened during the event.*

No event can go beyond 12:30AM. Every vendor, guest, caterer, bar, etc. must be gone by this time. ANY ADDITIONAL TIME WILL BE BILLED TO THE RENTER AT \$175.00 per hour. RENTERS/Guests are billed hourly, not by the quarter or half hour.

Signature of RENTER Date

Melissa Warren, Event Coordinator Date