

The Gahanna Sanctuary

82 N. High Street, Gahanna, OH 43230

Email: info@gahannasanctuary.org

Web: www.gahannasanctuary.org

Phone: (614) 414-2065

RENTAL CONTRACT

This Contract defines the terms and conditions under which *The Olde Gahanna Sanctuary, Inc.* (hereinafter referred to as The Sanctuary), and NAME: _____ (hereinafter referred to as Customer) agree to Customer's use of The Sanctuary facilities on _____ (rental date). This Contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The Contract may not be amended or changed unless executed in writing and signed by an authorized representative of The Sanctuary and the Customer.

CUSTOMER INFORMATION

Name(s): _____

Address: _____

Telephone #: (H) _____ (C) _____ (Email) _____

Contact Person Name: _____

Type of Event: _____ Approx. Guests: _____
(Max. 300)

Rental Date(s) : _____

Rental Start Time: _____ Rental End Time: _____

Additional dates: _____

How did you hear about us: _____?

RENTAL AMOUNT (FROM PAGE 7 PRICING GUIDE) TOTAL \$ _____

TABLE/CHAIR SETUP FEE \$ _____

TABLE/CHAIR TEAR DOWN FEE \$ _____

Facility Maintenance Fee (Non-wedding Fee \$75.00 / Wedding Fee \$150.00) \$ _____

TOTAL RENTAL COST \$ _____

LESS DISCOUNT (if applicable/office use only) **-\$** _____

LESS DEPOSIT **-\$** _____

BALANCE OWED \$ _____

_____(Initial)

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The Sanctuary has been reserved for you for the date and time stipulated above. **Please note that the hours assigned to your rental include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize.** It is understood you will adhere to and follow the terms of this agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or subcontractors resulting from your use of the venue.

PAYMENTS:

To reserve the venue on the date(s) requested above, The Sanctuary requires this Contract be signed by the Customer and presented to The Sanctuary along with full payment or we accept an initial **NON-REFUNDABLE** deposit of 25% to reserve the date with the balance due no later than 90 days before the rental date to retain the date. Deposits and payments will be made by cash, personal check (made payable to Olde Gahanna Sanctuary, Inc.) or credit card (PayPal) on The Sanctuary's website at www.gahannasanctuary.org .

Reservations are taken on a first-come, first-served basis. Your booking date is not reserved until we receive BOTH the payment outlined above and the executed Contract.

All checks should be made payable to: **OLDE GAHANNA SANCTUARY, NC.**

Please return signed rental agreement and initial deposit to:

The Gahanna Sanctuary , 82 North High Street Gahanna, OH 43230

CANCELLATIONS/DATE CHANGES/REFUNDS

Cancellations: In the event customer cancels the rental, Customer shall notify The Sanctuary immediately in writing (including via email) and such notice must be acknowledged by The Sanctuary to complete the cancellation. Once canceled, the Customer shall be responsible for agreed liquidated damages as follows:

- a. In the event Customer cancels the rental more than one year prior to the rental date, Customer shall forfeit to The Sanctuary as liquidated damages twenty-five (25) percent of the rental fee.
- b. In the event Customer cancels the rental less than one year but not more than six (6) months prior to the rental date, Customer shall forfeit to The Sanctuary as liquidated damages sixty-five (65) percent of the rental fee.
- c. In the event Customer cancels the rental less than six (6) months prior to the rental date, Customer shall forfeit to The Sanctuary as liquidated damages the entire rental fee.

Date Changes: The Sanctuary must receive the request to change the rental date in writing (including via email) at least ninety (90) days prior to the original date. Any deposits or payments made toward the original date will be applied toward the new date. If available, a new date will be assigned based on Customer's request and The Sanctuary's availability and discretion. There is a nonrefundable \$500 change fee to change a date for wedding/reception events and \$250 for any other events. This fee can be paid by cash, personal check or credit card (PayPal) on the Sanctuary's website. The Customer further understands that last minute changes can impact the quality of the event and that The Sanctuary is not responsible for these compromises in quality.

Refunds: No refunds are given for using less than the total purchased hours on the rental date.

RENTAL TIMEFRAME

The Sanctuary is rented at a pre-designated rate; therefore, the Customer must specify an exact start time and end time in this Contract **and the rental period should include any necessary set-up or clean-up time.** The start- time and end-time can only be amended in writing (including via email). The Sanctuary must receive a minimum of two (2) weeks prior notice for any changes in times. Please note that amendments to the start-time and end- time are subject to availability and at the discretion of The Sanctuary. Fees for additional hours can be paid via cash, personal check or via credit card on the Sanctuary's website. It is Customer's responsibility to obtain instructions on how to use aspects of the facility such as door locks and door codes. Vendors are not permitted entry into the facility prior to Customer's scheduled start-time or after the scheduled end-time.

_____(Initial)

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SET-UP AND TEAR-DOWN

Customer is responsible for table and chair set-up and tear-down unless the Customer opts to add to this Contract the \$250 fee to have The Sanctuary set up the tables and chairs and/or the \$250 fee to have The Sanctuary tear- down the tables and chairs. Customer agrees to return all tables and chairs to the designated storage area. If the Customer or contracted vendors do not comply with the above, The Sanctuary reserves the right to charge the Customer for such services. If Customer has opted for the one-time table and chair set-up, they must provide to The Sanctuary a layout for the setup of tables and chairs at least 10 days prior to the rental date so any issues can be resolved.

CLEAN-UP

Customer shall be responsible for returning the venue to the same condition in which it was provided to them. Customer agrees to place all trash (plates, glasses, bottles, cups, utensils, etc.) into trash bags and place the bags into the dumpster located at the rear of the building. Customer also agrees to complete the task items listed in the Post-Rental Cleaning Checklist (attached) before leaving the facility. If the Customer or contracted vendors do not comply with the above, The Sanctuary reserves the right to bill the Customer for such services.

PERSONAL ITEMS & VENDOR'S PROPERTY

The Sanctuary is not responsible for lost or stolen items. All personal items including any items and rentals from vendors or vendor's property shall be removed from the facility at the immediate conclusion of your rental unless other arrangements have been made with The Sanctuary in writing. If Customer, guests or vendors fail to remove personal items or other items by the rental end-time, financial damages or storage costs or both will be billed to the Customer. If the Customer's failure to comply with the terms of the Contract impacts a subsequent rental the following or a subsequent day, Customer agrees to assume all financial responsibility, including but not limited to, costs and attorney fees that may arise.

DAMAGES

The Customer is responsible for all damages. All children under the age of 18 must be under the supervision and control of an adult. Affixing decorations to facility walls or features such as curtains, signage, windows and ceilings with tape, nails, tacks, screws, staples, etc. **is strictly prohibited unless approved products designed to not harm walls are approved by The Sanctuary.** Unless prior written authorization has been obtained from The Sanctuary, the following items are strictly prohibited: flame candles, smoke/fog machines, helium balloons, rice, birdseed, sparklers, confetti and glitter. Flower petals must be artificial (silk, tulle, etc.) if tossed inside, and real if tossed outside. Smoking/vaping can only be done outside and all cigarette butts must be disposed of in the receptacles provided. Failure to comply with these regulations may result in an immediate charge to the Customer.

FACILITY MAINTENANCE

The Sanctuary was built in 1895 and is listed on The National Register of Historic Places. From time to time, internal and external repairs, renovations, remodels and capital improvements, including but not limited to carpeting, painting, lighting fixtures or other changes/improvements may occur between the date of this Contract and the date of Customer's rental. The Sanctuary assumes no responsibility for this scheduling and any changes as noted above will not affect the terms of this Contract.

ALCOHOL

Customer is hereby notified that The Sanctuary does not have a liquor license. Operation of a "cash bar" or "ticket sales" is strictly prohibited. You are responsible for the lawful dispensing and consumption of alcohol in accordance with the laws and regulations of the State of Ohio (no service to persons under 21 or intoxicated persons, etc.) and you assume all responsibility and liability for the use and dispensing of alcoholic beverages at The Sanctuary during your event.

FIRE CODES AND OTHER REGULATIONS

Customer agrees to adhere to the following to comply with local fire codes and other regulations, and the Customer is hereby notified that Customer is responsible for guests' and vendors' compliance. Customer agrees to 1) not obstruct driveways, sidewalks, stairways, entryways, hallways, doors or any area used for ingress or egress; 2) not leave windows or doors in an open position; 3) not place locks or hooks upon doors or windows; 4) not allow anything other than toilet paper to be flushed down the toilets nor allow any kind of rubbish or debris to harm the plumbing (otherwise the full cost of fixing the problem will be assessed to the Customer); 5) not undertake any "grease-laden cooking" in the kitchen, which is expressly prohibited; 6) not have any open flames (including real candles); and, 7) keep music volume down so it doesn't disturb neighborhood residents. Customer shall follow all federal, State and city regulations. Firearms are expressly prohibited in the building.

USE OF PREMISES

The premises shall be used solely by the Customer, and Customer is prohibited from subletting the venue unless expressly authorized to do so in writing by The Sanctuary. The Customer shall not use the premises for any kind of business, profession or trade activity without express written permission by The Sanctuary.

RIGHT TO ENTER

Customer shall permit The Sanctuary staff or agents to enter the facility at reasonable and/or necessary times for any business related purpose of The Sanctuary.

PARKING

The Customer has access to use the onsite Sanctuary parking lot. The Sanctuary is not responsible for securing additional parking for Customer's rental. However, there is additional free public parking adjacent to the building, free on-street parking, and free parking in the surrounding downtown area (including the Creekside underground parking lot).

RESERVATION TO CANCEL

The Sanctuary retains legal authority to cancel any function that in its sole discretion is deemed to be inappropriate for the character and integrity of The Sanctuary, or otherwise endangers its nonprofit tax status. The Sanctuary reserves the right to require Customer to pay for a uniformed police officer at any function that in its sole discretion requires such a presence. Customer agrees they are responsible for the behavior of their guests, invitees and vendors, and that bullying, intimidation, hostility or belligerent behavior may result in them being asked to leave the premises. No unchaperoned youth rentals are permitted. Customer agrees not to sell tickets to anything held at The Sanctuary without prior written consent of The Sanctuary.

EXCUSE OF PERFORMANCE (Force Majeure)

In no event shall The Sanctuary be held responsible for any delay or failure in performance due to fire, flood, explosion, war, embargo, government requirement including health directives should a pandemic arise, civil or military authority, act of God or other similar causes beyond its control and without fault or negligence. Notice of the failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the commencement of the force majeure event, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof.

INDEMNITY AND HOLD HARMLESS

In consideration of the right to use The Sanctuary, the undersigned, jointly and severally, agree to indemnify and hold harmless the Olde Gahanna Sanctuary, Inc., its trustees, officers, employees, agents and volunteers, from and against any and all claims, costs, expenses, damages, losses or liabilities of any nature whatsoever, including reasonable attorney’s fees and expenses (collectively “Losses”), incurred by any person or persons arising out of, resulting from or related to the undersigned’s use of The Sanctuary facilities. The Olde Gahanna Sanctuary, Inc. retains the right to defend against any Losses but the undersigned, jointly and severally, agree to pay any and all expenses of such defense as they are incurred. The undersigned forever discharges and releases The Sanctuary and its trustees, officers, employees, agents and volunteers from any responsibility, directly or indirectly, for Losses arising out of the undersigned’s use of The Sanctuary property.

INSURANCE

Customer agrees to provide, upon request, insurance listing “Olde Gahanna Sanctuary, Inc.” as an additional insured to protect against any and all claims of damage to property or personal injury, including death, made by anyone that may arise from activities performed or facilitated by this Contract by anyone directly or indirectly engaged or employed by the Customer.

PREVENTIVE MEASURES (COVID-19 AND OTHER DISEASES)

Customers of The Sanctuary who rent space at the venue understand that they are responsible for all facets of their rental, especially any methods they select to screen their vendors or guests, including but not limited to exercising best practices published by reputable public information sources from the Centers for Disease Control or The State of Ohio Health Department as they pertain to social distancing and mask wearing during their rental period. The Sanctuary does not have staff to monitor or police events, so the burden of safety rests solely with the Customer.

DIGITAL MEDIA

Customers of The Sanctuary agree without conditions to permit photos or videos taken by The Sanctuary or its partners or those provided voluntarily by the Customer or associated digital partners to be posted on social media, including but not limited to Facebook, Instagram, Twitter, Pinterest or other social media platforms that may be used, for express purposes, to promote, market or advertise The Sanctuary.

CONFIDENTIAL INFORMATION

Customer agrees that all agreements or contracts, including any correspondence with The Sanctuary, are confidential and must remain confidential, even after the termination of the rental agreement is effective.

NON-DISPARAGEMENT

The parties agree not to disparage or encourage or induce others to disparage the other party. The term “disparage” includes, without limitation, comments or statements to any individual or entity with whom they have a business relationship, or any public statement, that in each case is intended to, or can be reasonably expected to, materially damage any of the parties.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter herein. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, arrangements, communications, representations and warranties, whether oral or written, of any party to this agreement.

SEVERABILITY

If any provision of this Agreement shall be declared by any court of competent jurisdiction to be void or unenforceable, the other provisions shall remain in full force and effect.

MODIFICATION

This Contract may be modified only in writing executed by both parties.

GOVERNING LAW

The parties agree that this Contract will be governed by the laws of the State of Ohio.

JURISDICTION

The Parties consent to the exclusive jurisdiction and venue of either the Franklin County Municipal Court or the Court of Common Pleas of Franklin County, Ohio, and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney’s fees incurred by The Sanctuary associated with any breach of this Contract.

WAIVER

Failure of The Sanctuary to insist upon strict compliance with any of the terms and conditions of this agreement shall not be deemed a waiver of such terms and conditions or of any similar right or power hereunder at any subsequent time.

RESERVATION PROCESS

A Rental Contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of The Sanctuary venue. The venue is not booked until a representative has signed the contract.

The Pricing Guide and Post-Rental Cleanup Checklist are incorporated herein and are made a part hereof.

Customer:

Print Name

Print Name

Signature

Signature

Date

Date

The Sanctuary:

Signature of Representative

Date

OFFICE USE ONLY: TOTAL DUE: \$ _____ Deposit Paid \$ _____ Balance Due \$ _____
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2023-2024 PRICING GUIDE

NON-WEDDING PRICING		AMOUNT
Monday - Thursday & Sundays	\$525 for 3 hours \$1,050 for 6 hours \$1,575 for 9 hours \$2,100 for 12 hours \$2,625 for 15 hours	
Friday or Saturday	\$750 for 3 hours \$1,500 for 6 hours \$2,250 for 9 hours \$3,000 for 12 hours \$3,750 for 15 hours	
Set up of tables & chairs	\$250.00	
Tear down of tables & chairs	\$250.00	
Required Facility Fee	\$75.00	\$75.00
TOTAL		
WEDDING PRICING		AMOUNT
Monday - Thursday	\$1,350 for 6 hours \$2,025 for 9 hours \$2,700 for 12 hours \$3,375 for 15 hours	
Friday or Sunday	\$1,850 for 7 hours \$2,475 for 9 hours \$3,300 for 12 hours \$4,125 for 15 hours	
Saturday	\$2,275 for 7 hours \$2,925 for 9 hours \$3,900 for 12 hours \$4,875 for 15 hours	
Set up of tables & chairs	Guests of 0-150 \$250 Over 150 \$350	
Tear down of tables & chairs	Guests of 0-150 \$250 Over 150 \$350	
Required Facility Fee	\$150.00	\$150.00
TOTAL		
10% military discount offered For additional hours please contact Director.		

**** PRICING IS SUBJECT CHANGE ****

BOOKING

Booking your rental date is easy! Just provide a signed contract with full payment, or we accept an initial non-refundable deposit of 25% to reserve the date with the balance due no later than 90 days before the rental date to retain the date. Your booking is NOT reserved until you receive an executed signed contract back from a representative of the Sanctuary.

OPTIONS

Bell Tower Lighting – Please select what color you would like the bell tower _____

AMENITIES

- ❖ Our DIY Kitchen provides on-site space and appliances for your catering team, including double refrigerator, chest freezer, microwave oven, 100-cup coffee pot, stove/oven, 3-vessel sink and ample prep area.

- ❖ White resin chairs (300), white 60”diameter round guest tables (32), 6’ oblong banquet tables (6), 8’ oblong banquet tables (12), 30” hi-top tables (6), and wood high chairs (3).

RENTAL TIME

- ❖ Please take into consideration when booking your time – how much time it will take to set up and tear down. You will be provided with a unique code for entry for your event up to 24 hours before your event. Once that code is entered into the system your time begins for your rental contract. You will be charged accordingly.

Miscellaneous Items

- ❖ We enjoy providing little touches to our guests. Please be sure to double check that all items that are The Gahanna Sanctuary property remain at the Gahanna Sanctuary. Items such as candy dishes, mirrors, soap dispensers, etc. Should any of these items be missing you will be charged for replacement.

You agree to follow this cleaning checklist at the conclusion of your event.

Customer shall be responsible for returning the venue to the same condition in which it was provided to them. Before leaving the venue, please make sure all items are checked. Sign off at the bottom and leave the completed checklist in the kitchen.

KITCHEN

- All surfaces and the sink area should be cleared and cleaned.
- Wipe spills & remove food from inside the refrigerator, freezer, stove, and microwave.
- Return all Sanctuary property to the proper space.
(Any personal items left behind are subject to disposal prior to the next scheduled event.)
- Place all trash and food from the kitchen in garbage bags and dispose of them in the dumpster.
****NO LEAKY BAGS LEFT IN THE KITCHEN, PLEASE****
- Replace garbage bags in each trash can.

SANCTUARY HALL AND THE GALLERY

- Remove all decor, florals, and accessories that you may have brought in.
- If you have any items that were brought in, they must be removed at the end of your rental period.
- Return the tables and chairs to the storage room (unless you paid for us to take care of this).
- Remove all trash and place garbage bags in the dumpster outside. ****NO LEAKY BAGS LEFT INSIDE, PLEASE****

RESTROOMS

- Remove restroom trash bags and place in the dumpster outside behind the building located in the back alley.
Please replace the garbage bags in each trash can.

PATIO / SIDE PORCH / FRONT AREA

- All litter (including cigarette butts) outside should be picked up and put into trash cans.
- Clean up and dispose of any trash left behind in the parking area.

GENERAL

- Place all trash and food in garbage bags and dispose of them in the dumpster.
- Vacuum rooms that were used during your event.
- Confirm all lights in venue are turned off.
- Please just double check all areas, are they swept and free of debris? Lights off? Doors locked? Checklist?
- All entry doors are locked and secure before you leave. (Kitchen, patio, Sanctuary main doors)**

NOTE:

Vacuums, brooms, mops, and cleaning supplies are located in the closet in the hall. As per our mutual contract, any excessive cleaning or repairs that are necessary at the end of your rental period will be charged to you. In the event that a cleaning checklist is not turned in there will be an automatic \$25.00 charge plus any additional charges that are applicable.

Signature: _____

Date: _____

LIST OF CHARGES

This is an itemized list of charges if applicable.

___ Cleaning Checklist not turned in \$25.00

___ Candy Dish Replacement \$10.00

___ No glitter in the facility. If glitter is found you will be charged for clean up Price can vary up to \$250.00

___ Confetti clean up - Price can vary up to \$250.00

___ 5 foot round table damages \$350.00

___ Table damages - Price can vary up to \$350.00

___ Chair damages and/or stains \$50.00

___ Carpet Stains (charges will vary) \$20.00-\$100.00

___ Trash bags left in facility not taken to the dumpster per bag \$10.00

___ Damage to the countertops- billed repair damages from contractor.

___ Furniture Damages as applicable for replacement and/or repairs.

** Please note that this is not a full list of damages that a customer could potentially be billed for any and all damages will be the renting customers responsibility. Damages are to be paid in full within 30 days of being billed to the customer

By signing below, I understand that I am to fill out the cleaning checklist and that I will be responsible for any damages that occur.

Printed Name: _____

X _____
Signature Date

Credit Card Authorization Form

We require a credit card on file for all rentals. You are responsible for all damage that occurs during your rental period.

NAME: _____

BILLING ADDRESS

PHONE # : _____

CREDIT CARD # : _____

EXPIRATION DATE: _____

CVV CODE: _____

By signing below you are authorizing a representative from The Gahanna Sanctuary to charge your credit card for any damage that occurred during your event.

_____ DATE:
Signature