

ALDREDGE HOUSE RENTAL AGREEMENT

This Aldredge House Rental Agreement (“Agreement”) is between Dallas County Medical Society Alliance Foundation (“DCMSAF”) and the undersigned renter (“Renter”) and is effective as of the later date written below. Renter desires to rent the Aldredge House for the use described below and agrees to the terms set forth in this Agreement.

The Aldredge House is located in a historical and residential neighborhood; therefore special rules must be followed and will be strictly enforced. If the policies set forth in this Agreement are not followed, the security deposit will not be refunded, as the trust with DCMSAF’s neighbors will be damaged.

Event Date: _____ Event Time: _____

Name of Renter: _____

Address: _____

Phone: _____ Secondary Phone: _____

Email: _____

DSMSAF Member or Name of Sponsoring DCMSAF Member: _____

NOTE: Sponsorship by a DCMSAF member in good standing is required for use of the House. The sponsoring member must attend the event.

1. RENTAL USE AND FEES

1.1 DCMSAF will allow Renter limited use the House for the following purpose, subject to the terms of this Agreement. Renter shall provide separate checks to DCMSAF for the Facilities Usage Fee and Security Deposit (if any).

EVENT

FACILITIES USAGE FEE:	\$ _____
SECURITY DEPOSIT:	\$1,000.00

Renter has, or will, hire a wedding/event planner: Yes No

Name of planner: _____

PORTRAIT PHOTOGRAPHY

- 2-hour period before 5 p.m. \$200.00
- 2-hour period after 5 p.m. \$300.00
- Half-hour extension(s) (\$50.00 per ½ hour) \$ _____

TOTAL FACILITIES USAGE FEE: \$ _____

SECURITY DEPOSIT: **NONE**

NON-PORTRAIT PHOTOGRAPHY/FILM

- Half day rental (4-hour period) \$1,750.00
- Full day rental (8 a.m. to 5 p.m.) \$3,500.00
- Half-hour extension(s) (\$200.00 per ½ hour) \$ _____

TOTAL FACILITIES USAGE FEE: \$ _____

SECURITY DEPOSIT: **\$1,000.00**

- 1.2 Total amount is due at time of signing to secure the reservation.
- 1.3 For event rentals, Renter shall provide copies of this Agreement to Renter’s event planners and vendors. The event may not take place until Renter has returned to DCMSAF the attached form signed by Renter’s event planners and vendors acknowledging that they have read and agree to abide by the policies set forth in this Agreement.
- 1.4 Use of the House is limited to 150 guests. Exits must remain clear at all times as ordered by the Dallas Fire Marshal.
- 1.5 Use of the House must conclude by 10:00 p.m.
- 1.6 Any DJs used for an event must be on DCMSAF’s list of “Aldredge House Approved DJs.”

I understand the policies related to Rental Use and Fees. I agree to provide a printed copy of this Agreement to my wedding/event planner and vendors, including musicians hired for this event. It is my responsibility to comply with these restrictions and to ensure that my guests and vendors comply with these restrictions. I understand that failure to comply with these policies may result in the forfeiture of the security deposit.

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2. SECURITY DEPOSIT

- 2.1 Any repair costs incurred by the Aldredge House due to damage to the property (including but not limited to damages to the House, grounds, and carpets) will be deducted from the security deposit. If the cost to repair damage is greater than the amount of the security deposit, the additional fees will be billed to the Renter.
- 2.2 The security deposit will be returned to Renter within ____ days of the last day of the event.

- 2.3 Any violation of this Agreement may result in forfeiture of all or part of the security deposit.

I understand that a \$1,000 security deposit is due at the time this agreement is signed and that any damage to the Home or violation of rules may result in the forfeiture of that deposit.

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3. FOOD AND BEVERAGES

- 3.1 All food and/or beverage service must be arranged through Food Glorious Food, the exclusive caterer for the House, for events with 50 or more guests.
- 3.2 DCMSAF Member events with fewer than 50 guests may be self-catered or an outside caterer may be hired. Outside caterers must provide proof of liability insurance and workmen's compensation to DCMSAF 30 days prior to the event.
- 3.3 Alcoholic beverages may be served only by TABC-certified and insured servers. The caterer or bartender has the right and obligation to refuse service to anyone less than 21 years of age or deemed intoxicated. If a guest is behaving in a disruptive manner, the guest may be removed from the premises. No one may leave the event with an open container of alcohol.

I understand the policies related to Food and Beverages. It is my responsibility to comply with these restrictions and to ensure that my guests and vendors comply with these restrictions.

Initials

4. PARKING AND SECURITY

- 4.1 On-street parking in proximity to the House is extremely limited and it is our policy to ensure, to the fullest extent possible, that it is available for neighborhood residents. Renter and their guests and personnel must park only in designated areas.
- 4.2 Valet parking must be arranged through Food Glorious Food for events with 40 or more guests.
- 4.3 Events with fewer than 40 guests are permitted to self-park only in the designated areas as shown on the attached diagram.
- 4.4 Guests or service personnel arriving early for unloading may do so, but must then move their vehicles to appropriate parking areas as directed, or allow the valet parkers to do so.

- 4.5 Security officers must be arranged through Food Glorious Food for events held after 5 p.m. with 40 or more guests.

I understand the policies related to Parking and Security. It is my responsibility to comply with these restrictions and to ensure that my guests and vendors comply with these restrictions.

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5. DELIVERY AND PICK-UP, SET-UP AND BREAKDOWN

- 5.1 No deliveries or pick-ups are permitted before 8:00 am.
- 5.2 Food Glorious Food will sign for all deliveries when arranged ahead of time.
- 5.3 DCMSAF or Food Glorious Food establishes the time of delivery, set-up, removal and breakdown of chairs, tables, etc. Every effort must be made to keep noise at a minimal level.
- 5.4 Trucks may not idle for more than five consecutive minutes while servicing a function on the property.
- 5.5 Truck deliveries and pick-ups must load and unload from the back driveway and access the southwest kitchen door by way of the garden.
- 5.6 Floral and bakery deliveries using vans or small trucks may use the circular drive.

I understand the Rules of Delivery and Pick-Up, Set-Up and Breakdown. It is my responsibility to make sure my vendors and independent contractors follow these policies and are informed of proper delivery times and locations.

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6. MUSIC, ENTERTAINMENT, AND NOISE

- 6.1 Sound must be kept at a reasonable level in order to respect the residential neighborhood. That reasonable level must be maintained and is enforceable at any time by the catering manager or sponsor.
- 6.2 Renter is responsible for ensuring guests adhere to the City of Dallas noise restrictions.
- 6.3 Outside Noise: Amplified music, speeches, or performances are prohibited outside. The following exceptions apply only to weddings: Amplification is permitted outside during wedding ceremonies only for the officiant, bride, and groom. Outside send-offs are not allowed. Send-offs are allowed only inside the foyer, with the front door closed until the

bride and groom are ready to exit. No guests other than parents and grandparents may accompany the bride and groom outside with the photographer.

- 6.4 Outside Music: No bands, speakers or amplified music is permitted outside. Live music is permitted but must be of a type and volume that will not disturb the neighbors. Suggestions include a harp or other stringed instruments with no more than four musicians. Any musical instruments other than strings must be approved by the Aldredge House Manager and DCMSA President one month prior to the event. Outside music must not exceed 70 dB at the property line and must cease by 9:30 pm.
- 6.5 Inside Music: CDs and smartphone playlists may be played on the central sound system. The piano in the living room is available for use. Electric pianos and organs are not allowed. DJ's and live music are allowed with the following restrictions: Instruments, amplifiers and speakers are permitted only in the Ballroom and only if the outside entrance to the Ballroom remains closed. Any attempt to move speakers outside of the Ballroom or near an open door or window, or project music outside in any manner, will result in the loss of the security deposit. Inside music must not exceed 80 dB as measured within 3 feet of the exterior walls of the Ballroom.

I understand the policies related to Music, Entertainment and Noise. It is my responsibility to ensure that my guests and vendors (including musicians and DJs) comply with these restrictions. I understand that failure to comply with these policies may result in the forfeiture of the security deposit.

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7. PROTECTION AND PRESERVATION OF THE ALDREDGE HOUSE

- 7.1 Aldredge House is a Registered Texas Historic Landmark and the preservation of the House, its contents, and the grounds, is a primary consideration.
- 7.2 Renter assumes complete liability for any property damage caused by Renter and Renter's guests, wedding/event planners, and vendors.
- 7.3 No nails, tacks, staples, tape or any adhesives of any kind may be used on any surface on the interior or exterior of the House, including but not limited to floors, walls, furniture or carpets.
- 7.4 No open flame devices of any kind, including but not limited to candles and Tiki torches, are permitted anywhere in the House or on the grounds. Notwithstanding the foregoing prohibition, dripless candles are permitted on the dining room table and votive candles are permitted downstairs and on the grounds.
- 7.5 Smoking is prohibited anywhere on the premises.

- 7.6 Fireplaces are non-functional, and thus may not be used.
- 7.7 Renter and Renter's guests, wedding/event planners, and vendors are permitted only on the first and second floors of the House, and are not permitted in the basement, the third floor, or the roof.
- 7.8 Floors and carpets must be protected from any moveable equipment.
- 7.9 Furnishings and accessories may not be moved outside or otherwise removed from the House. Furnishings and accessories may not be re-arranged without the authorization of the Aldredge House Chairman and with the assistance of House staff.
- 7.10 No animals are allowed in the House with the exception of trained service dogs accompanying an individual with a disability.
- 7.11 Flowers must be arranged prior to delivery to the House. Glitter and/or plants with berries are not permitted inside the House or on the grounds.
- 7.12 Personal items, decorations, flowers, etc. must be removed immediately after the use and the House restored to its original condition.
- 7.13 Rice, confetti, flower petals, bird seed, glitter, bubbles, or balloons may not be tossed, released or projected inside or outside the House, with the exception of the approved bubble machine.
- 7.14 Sparklers and other fireworks are not permitted on the premises.
- 7.15 Bars may not be placed in view of Parkmont Street or Swiss Avenue.
- 7.16 Dancing is permitted only in the Ballroom.

I understand the rules protecting the House, its contents and grounds. It is my responsibility to comply with these restrictions and to ensure that my guests and vendors comply with these restrictions.

Initials

8. MISCELLANEOUS

- 8.1 In referencing the House or DCMSAF in event press releases, Renter must use the following names: Aldredge House, Dallas County Medical Society Alliance, and Dallas County Medical Society Alliance Foundation.
- 8.2 DCMSAF does not align itself with any particular ethnic, religious, political organization or cause.

9. INDEMNIFICATION

Renter agrees to indemnify, defend and hold harmless the Aldredge House, DCMSAF, and DCMSAF’s Officers, Board of Directors, employees, and volunteers from and against all demands, suits, judgments, settlements, claims, damages to persons or property, fines, liens, losses and other liabilities, including reasonable attorneys’ fees, arising out of or in any way related to Renter’s use of the House, including claims for loss or damage to any property, or for death or injury to any individual.

10. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

11. APPLICABLE LAW

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Texas, without regard to conflicts of law principles.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreement between the parties. Any modification to this Agreement must be in writing and signed by both parties.

**DCMSAF or FOOD GLORIOUS FOOD
ON BEHALF OF DCMSAF**

RENTER:

By: _____
Signature

By: _____
Signature

Date: _____

Date: _____

ACKNOWLEDGEMENT OF RENTER’S EVENT PLANNERS AND VENDORS

Name of Renter: _____

Date of Event: _____

Renter must return this form to DCMSAF at least two weeks prior to the event in order to retain the reservation. If the completed form is not returned, the reservation will be cancelled and the security deposit will be forfeited. If Renter uses event planners or vendors at the event who have not signed this acknowledgement, the security deposit will be forfeited. (Use additional sheets if necessary.)

By signing below, I acknowledge that I have read and agree to abide by the policies set forth in the Rental Agreement.

Signature

Signature

Printed Name

Printed Name

Company

Company

Service Provided

Service Provided

Signature

Signature

Printed Name

Printed Name

Company

Company

Service Provided

Service Provided