



*Lee-Fendall House*  
MUSEUM AND GARDEN

*The Lee-Fendall House Museum and Garden*  
*614 Oronoco Street, Alexandria, Virginia 22314*

## **RULES AND GUIDELINES**

We invite you and your guests to the Lee-Fendall House Museum and Garden. The following rules and guidelines will assist you in your plans and ensure everyone's continued enjoyment of our historic site.

The Lee-Fendall House Museum and Garden is a fully operating educational and tourist museum. The Lee-Fendall House Museum is open Wednesday through Saturday between the hours of 10:00 AM and 4:00 PM, and Sunday between the hours of 1:00 PM and 4:00 PM. However, due to special events, programs, and tours, the museum may not always be available for viewing during these times. Therefore, **appointments to view the house are necessary.** Please call (703) 548-1789 or email [contact@leefendallhouse.org](mailto:contact@leefendallhouse.org) for an appointment.

The Lee-Fendall House Museum's Executive Director and Manager of Special Events will help guide you through the decisions regarding the use of the house and garden, appropriate setup for food service, and guest flow to ensure a perfect event.

### **Capacity**

#### ***Garden Events***

The garden offers our most popular venue and permits wide latitude for ceremonies, dining and entertainment.

##### **❖ Wedding Ceremonies**

The garden permits ample space for 150 guests for wedding ceremonies. Different sites in the garden may be used as the focal point of the ceremony. The Lee-Fendall House Museum Manager of Special Events can guide you in making decisions regarding the layout of seating for your ceremony.

##### **❖ Food Service and Receptions**

Up to 150 people can be accommodated for a seated event. The Lee-Fendall House Museum Executive Director or Manager of Special Events can guide you in making the best decisions for the placement of food and beverage service for your event. If your group is comprised of more than 75 people, your party will be restricted to the garden except for small groups accessing the interior for the buffet or bar (if applicable), a tour, or use of the bathrooms.

**If your event includes a wedding ceremony and the guest count exceeds 50 people, a tent is strongly**

**recommended and generally required. A tent is strongly recommended and generally required for any event comprised of more than 75 people.** Not only will a tent provide shelter in the event of inclement weather, but it also provides shade during late spring and summer, protecting food and providing comfort for your guests.

#### ***House Events***

The house offers a unique and elegant setting for your small event or group meeting.

##### **❖ Cocktail Receptions**

Up to 75 persons can be accommodated for a stand-up event.

##### **❖ Meetings and Lectures**

Up to 15 persons can be accommodated in our indoor event space for a conference-style meeting, or up to 25 persons for a lecture presentation. Our enclosed porch is ideal for meetings of up to 15 people or small lectures for 20 or fewer guests. Our changing exhibit gallery is also available for small meetings or lectures. Wi-fi internet access is available. A projection screen and digital projector are available upon request.

##### **❖ Seated Dining**

Up to 20 persons can be accommodated in our indoor event space or entrance hall for a formal waiter service sit-down dinner event. The use of adjoining spaces increases capacity to 40 guests. Intimate seating for events such as tea parties or bridal showers increases capacity to 25 or 65 people, respectively. Seating arrangements must be designed in consultation with the Lee-Fendall House Museum Executive Director and/or Manager of Special Events.

##### **❖ Wedding Ceremonies**

The entrance hall offers an attractive setting for a wedding ceremony. We limit the number of guests to 50 for an indoor ceremony. This is the maximum number of people who can see a ceremony inside the house (this capacity is for standing guests; seated capacity is 25 guests).

**The capacity limits will be strictly enforced. Events exceeding the capacity limits will be shut down.**

### **General Rental Guidelines**

#### **AV Equipment**

The Lee-Fendall House cannot provide AV support; we recommend contracting with an outside vendor for your needs.

#### **Candles**

The use of candles in the House is strictly prohibited, according to state fire codes. LED and other alternate types of ambient light are permitted throughout the House.

#### **Curfew**

The Lee-Fendall House Museum has a 11 pm curfew on all nights. Your event must end by 10:00 PM in order to allow for cleanup by the caterer. Guests must leave the premises no later than 10:30 PM.

#### **Dancing**

Dancing is permitted on the patio or in the garden. Dance floor parquets may be installed on grass areas.

#### **Decorations**

All decorations must be approved in advance. Tape, tacks, nails, screws or other devices cannot be inserted into the physical structure of the house, its fence or other buildings. Ribbon, twist-ties, or pipe cleaners are recommended to attach decorations. Decorating and removal of decorations must take place during the scheduled rental hours. Damage caused by unauthorized decorations will be subject to a minimum \$75 fee.

#### **Deliveries, Set-Up & Clean-Up**

As the Lee-Fendall House Museum and Garden is a fully operational educational and tourist museum, **all activities – including catering, floral and beverage deliveries, and equipment set-up and removal – must occur within the rental period.** This allows the primary functions of the museum to proceed unimpeded. Small deliveries may be made during wedding rehearsals.

Renters are responsible for arranging the delivery of all event equipment and coordinating them with Lee-Fendall House staff. Lee-Fendall House cannot sign for any rental deliveries.

Renters are responsible for providing guests, vendors, and others with directions to the site.

All setup and cleanup must occur within the agreed upon rental period. All vendor and caterer setup and clean up must occur within the rental time. Overtime charges will be applied to violations. Renters, guests, vendors, or others will not be allowed on site before or after the rental period without prior arrangement with Lee-Fendall House.

The renter has full responsibility to ensure that all Lee-Fendall House spaces are as they appeared prior to use when the event has concluded. Lee-Fendall House is the caretaker of irreplaceable historic and cultural resources and strictly polices their protection.

The end time for any event rental is strictly enforced. All vendors, guests, and other event personnel must have left the site by that time. Violators will be subject to an additional fee. Items left on site without prior arrangement will be held for 2 weeks and assessed a \$50/day storage fee that will be deducted from the security deposit. Items remaining after that time will be disposed of.

#### **Flowers**

The bridal party, caterer or florist provides flower arrangements, including pedestals and other display materials, centerpieces, etc. **Arrangements must be made for delivery during the time of your rental.** All floral arrangements must have bases protecting Lee-Fendall House Museum furniture. No flowers may be placed on pieces of the museum collection without prior approval. All flowers must be removed prior to the end of the contracted rental period.

#### **Furniture**

Limited furniture is available from the museum for event rentals: 30 chairs, two 6' rectangular tables, and two 4' rectangular tables. Linens may be rented at an additional cost. We recommend renting furniture from your tent supplier or through your caterer.

#### **Music**

Use of music during an event must be approved in advance by Lee-Fendall House.

##### **❖ Indoor Music**

String quartets, harpists and strolling violinists ideally fit the atmosphere of the house. Recorded music or small acoustical combos will be allowed indoors.

##### **❖ Outdoor Music**

Strolling musicians, quartets and small combos are easily accommodated in the garden **Only DJs on**

**the Lee-Fendall House's approved vendor list may be used.** City of Alexandria noise restrictions must be strictly adhered to. Under Alexandria's noise ordinance, a violation occurs if the volume registers over 55 decibels at the property line. (Full information on local noise ordinances may be found at <https://www.alexandriava.gov/Noise>.) Lee-Fendall House Museum staff will actively monitor the volume. The renter and musicians must agree that the volume will be immediately lowered upon the request of the Lee-Fendall House Museum staff. In the event the request is not adhered to, or in the event of repeated requests to lower the volume, music will be shut down. Renters should discuss these regulations with their music vendor.

No music will be permitted prior to 10 AM or after 10 PM (\*As a certain amount of amplification is required to hear the sound of a vocalist, keyboard, guitar, and wind instruments such as a clarinet, lightly amplified music is permitted.) Bands will be considered on a case-by-case basis. Please consult the Director or Assistant Manager regarding live bands.

### **Parking**

Lee-Fendall House Museum on-site parking is limited. Four spaces will be provided for use by the renter, in addition to space for one catering truck. The Lee-Fendall House Museum reserves two spaces for staff use.

On-street public parking, without a time limit, is allowed on weekends and holidays and after 5:00 PM weekdays along North Washington Street and on the residential streets north of Princess Street. Two and three-hour parking limits are clearly marked by signs throughout Old Town, restrictions vary by area.

Arrangements can be made with the City of Alexandria to reserve a maximum of five parking spaces along Oronoco Street adjacent to the Lee-Fendall House. This must be done a minimum of 72 hours in advance through the City of Alexandria's Department of Transportation (703-838-4324).

If the renter uses parking attendants/ valet parking, the renter must contract directly with the parking vendor and provide proof of appropriate liability coverage.

Guests may use the City Employee parking lot located at the corner of Oronoco Street and North Pitt Street on weekends, holidays and after 5:00 PM on weekdays.

The space cannot be reserved. Parking is not allowed in this lot between 9:00 AM and 5:00 PM on weekdays.

### **Photography**

Flash photography of the event is permitted. Leaning, sitting or perching on museum pieces is not permitted. Photography of the museum collection is not permitted. Photography is for personal use only, and may not be used by the renter or guests for commercial or resale purposes.

Wedding photography is allowed at no extra charge during the specified rental time. Photography outside of the specified rental times are subject to an additional rental fee of \$25 per hour (minimum one hour) and must be coordinated with Lee-Fendall House staff. A Lee-Fendall House representative must be on site during any such photo shoot.

### **Smoking**

Smoking is not permitted in the Lee-Fendall House Museum, on its front (Oronoco Street), side or rear porches, or within 30 feet of any entrance. Smoking is permitted in the garden. Flowerpots can be provided for the disposal of smoking material. Smoking under tents is prohibited by Virginia state law.

### **Children**

Renters are responsible for the supervision of all children attending the event to protect Lee-Fendall House's irreplaceable historic and cultural resources. All children on Lee-Fendall House property must be supervised by an adult at all times.

### **Tent Policy**

The maximum number of guests permitted in the Lee-Fendall House at one time is 75. This capacity limit will be strictly enforced, even in the event of inclement weather. If your event guest count exceeds 50 people for a wedding ceremony, a tent is strongly recommended. A tent is strongly recommended for any event of 75 people or more, and may be required for receptions. **An arrangement for tent rental is the responsibility of the rental client. Tent vendors must be approved by museum staff.** Depending on the size of the tent, an inspection by the Fire Marshal's office and a Fire Prevention Permit may be required. A building permit may also be required. It is the renter's responsibility to acquire any necessary permits and inspections. More information may be found through the City of Alexandria Permit Center at <https://www.alexandriava.gov/PermitCenter> or by calling (703) 706 -HELP. An employee of the Lee-Fendall House Museum must be present during the inspection, and a copy of the permit and any needed

tent certificates must be provided to the Lee-Fendall House before the event may proceed.

### Additional Wedding Guidelines

#### **Gift Table**

A gift table is attractive when placed under the staircase in the rear of the entrance hall, but can be placed elsewhere in the entrance hall, dining room, sun porch or garden.

#### **Toss Items**

Rice, confetti, birdseed, flower petals, spray cans of string confetti, etc. may not be used inside or outside the Museum. Bubbles and balloons may be used outside only.

#### **Wedding Cake**

There are a variety of attractive settings available for safe display of the wedding cake. The caterer and the Lee-Fendall House Museum Manager of Special Events can advise as to desirable locations. Please make arrangements for someone to take home leftover cake; there is no room in the refrigerator for overnight storage.

#### **Safety**

Renters are advised of the following challenges inherent to an outdoor setting and should take appropriate cautions for themselves and their guests:

- ❖ The Lee-Fendall House grounds contain many rock outcroppings and small depressions. Grass and walkways may be slippery with rain or dew. Please watch your step on uneven ground.
- ❖ Brick walkways and paths may be uneven and have space between bricks. Please watch your step and wear appropriate footwear.

### Catering Requirements

#### **Persons renting the Lee-Fendall House Museum and Garden for large formal receptions or similar events must engage a properly insured caterer.**

The Lee-Fendall House may permit clients to self-cater for small informal events. For your convenience, the museum does provide a list of approved caterers. This list is comprised of local caterers who not only carry insurance policies, which protect the Lee-Fendall House Museum, garden and grounds, but are also knowledgeable about our facilities.

**The renter is responsible for instructing the caterer\* in providing food, drinks, dishes, tableware, linens, other accessories and service**

**personnel. Guests or catering staff will not be permitted inside or on the grounds prior to the reserved time. Guests are not permitted on the premises during caterer setup/cleanup hours.**

**All deliveries, setup, cleanup and equipment removal must be made within the time period reserved.**

The caterer will have use of the kitchen for plating or prepping cold or room temperature items; however, no use of the stove, freezer or ice is available. Limited use of the refrigerator is available; for example, for storing the wedding cake. Grilling and/or cooking are not permitted in the house or garden. The sink, dishwasher, and garbage disposal are not available for washing dishes or disposing of trash.

The caterer and the Lee-Fendall House Museum Executive Director or Manager of Special Events must agree on the intended locations for food and beverage service in advance of the event. Furniture within the Lee-Fendall House Museum, with few noted exceptions, cannot be used. The dining room table and sideboards may be used for buffet service and wedding cakes, and only with prior arrangement.

Alcoholic beverages are permitted on the first floor of the Museum and in the garden. Red wine is not permitted inside the Museum. Beverages are not permitted behind museum ropes or on the second floor. Discreet signs may be posted to remind guests of this policy. Open alcoholic beverages must not leave the premises. Champagne must be opened only in the kitchen or garden.

All setup and cleanup must occur within the agreed upon rental period. All vendor and caterer setup and cleanup must occur within the rental time. Overtime charges will be applied to violations.

The caterer is responsible for the complete cleanup of the kitchen, museum and grounds. A checklist will be provided and must be signed by both the caterer and Lee-Fendall House Museum staff prior to departure. The caterer must bring his or her own cleaning supplies; a vacuum cleaner and broom will be provided upon request. All refuse must be removed from the premises by the caterer immediately following the event. The caterer must arrange for removal of all rented equipment. Any items left on site without prior written arrangement will be disposed of.

## **Administrative Guidelines**

### **Client Access**

#### ***Museum & Grounds Rental***

The rental fee includes exclusive access to the first and second floor of the Museum, and use of a warming kitchen, two bathrooms, and the garden. Normal museum operations are suspended during the contracted time period. The third floor, second floor offices, and the gift shop are not included in the rental and are off-limits during the event.

#### ***Indoor Event Space Rental***

The event space is available for rent during the museum's normal hours of operation only; events taking place outside hours of operation are charged the \$250/hr rate. The posted rates are for the use of the event space only; the museum will continue to operate as normal during the contracted time. Access to restrooms and limited use of the kitchen is provided. Access to additional space or full use of the kitchen may be contracted for an additional fee.

#### ***Garden Rental***

The garden is available for rent at the posted rates during the museum's normal hours of operation only; events taking place outside hours of operation are charged the \$250/hr rate. The fee for the using the garden will be determined based on the type of event and expected number of attendees. The posted rates are for the use of the garden, porch, first floor restrooms and conference room only; the museum will continue to operate as normal during the contracted time. No other access to the museum or kitchen is permitted. No access other than that described will be provided inside the museum in the event of inclement weather. Access to additional space or full use of the kitchen may be contracted for an additional fee.

#### ***Commercial Filming and Photography***

The museum is available for commercial film and photography projects at the rates listed. Actual rates vary on the scope of the project and its impact on the museum's daily operations and ability to offer tours to the public. Additional rules and guidelines are found in the Lee-Fendall House

### **Rehearsals**

A one-hour event rehearsal is included in the Wedding Reception package rate. Other contracted event rehearsals are subject to the rates listed under Rental Rates.

Rehearsal dates and times must be scheduled and confirmed upon finalizing the rental contract. Unconfirmed rehearsal times will be considered open dates on the museum's calendar and may be rented to other clients.

### **Multiple Reservations**

The Lee-Fendall House Museum and Garden will accept only one rental reservation per day.

### **Accessibility**

Entry to the Lee-Fendall House requires negotiating a minimum of eight steps. The Garden is accessible to wheelchairs and strollers. The Board of Directors and staff of the Lee-Fendall House Museum & Garden are committed to developing solutions to provide all visitors equal access to its facilities, programs, events, and activities. A schedule for developing an access plan to remove barriers to equal access has been approved by the Board of Directors. For questions or concerns regarding accessibility, please contact John Christiansen, Executive Director, at (703) 540-4321 or at [jchristiansen@leefendallhouse.org](mailto:jchristiansen@leefendallhouse.org).

### **Staffing During the Event**

A minimum of one Lee-Fendall House Museum staff member will be on duty to ensure that the rules of the museum are observed, and that the museum collection is safeguarded. The Lee-Fendall House Museum staff will be happy to answer guests' questions regarding the history of the Lee-Fendall House and the museum collections. Upon request, a docent may be scheduled to provide escorted tours through the museum. If a renter fails to comply with any regulation, Lee-Fendall House staff may immediately terminate the event and the renter will forfeit the entire rental fee and damage deposit. Lee-Fendall House retains the right to cancel any rental reservation at any time if the renter is found in non-compliance with Lee-Fendall House rental policies and restrictions, with the renter forfeiting all rental fees and security deposit.

**Walk-through**

A meeting with the rental client, caterer, the Lee-Fendall House Museum Executive Director (and perhaps other vendors), must take place at least 2 weeks prior to the event. The purpose of this meeting is to document the details relating to the event. Details include names and addresses of all principals involved in the event, the hours of the event, and time-line for arrivals. This meeting is also to ensure that the renter

and the contracted service personnel understand, and agree to abide by the rules governing the use of the Lee-Fendall House Museum and Garden. The walk-through must be scheduled with the Executive Director or Manager of Special Events so as not to interfere with Museum operations and other rentals. Walkthroughs scheduled outside of normal museum hours of operation may be subject to an additional staffing charge.

**I have read and understand these rules and guidelines. My signature constitutes a contract to abide by these rules.**

\_\_\_\_\_  
**Signature of Client**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Museum Representative**

\_\_\_\_\_  
**Date**

**The Lee-Fendall House Museum and Garden**  
**614 Oronoco Street**  
**Alexandria, Virginia 22314**

**Rental Rates**

*Effective January 2018*

All rentals require a security deposit, which must be paid to the Lee-Fendall House Museum before an event is officially booked. The amount of the Security Deposit is not applied to the balance due for fees associated with the rental of the site. The Security Deposit is refundable following the event provided there are no additional charges incurred for damages during the event, or additional time used. Rates are subject to change without notice. Please refer to the Lee-Fendall House Museum's rental agreement for terms and conditions.

<b>Event Type</b>	<b>Civic/Non-Profit</b>	<b>General Public</b>
<b>Wedding Ceremony/ Reception*</b>		
Wedding Reception	N/A	\$2400 (10 hours)
Wedding Ceremony	N/A	\$500 (2 hours)
Hourly Rate		\$250 (2 hour minimum)
<b>Parties, Special Events, Fundraisers</b>	\$150/hour	\$250/hour
<b>Conference Room:</b>		
Special Events & Parties **	\$50/hour	\$75/hour
Meetings & Seminars **	\$25/hour	\$50/hour
<b>Garden Rental:**</b>	N/A	\$100 - \$200/hour
<b>Photography**</b>	N/A	\$25 - \$50/hour
<b>Filming</b>	N/A	\$150 - \$250/hour (4 hour minimum)

\* Wedding rates apply to all wedding events regardless of party size.

\*\* These rates apply only to events held within the museum's hours of operation.

## The Lee-Fendall House Museum and Garden Vendor List

*Current as of February 1, 2019*

### **Caterers**

This list is comprised of local caterers representing a range of prices and styles. All approved caterers are known to carry insurance policies, which protect the Lee-Fendall House Museum, garden and grounds, and are knowledgeable about our facilities. Other caterers may be used with prior approval of the Executive Director or Manager of Special Events. Approval of other caterers may require a vendor application and an additional application fee.

Bittersweet Catering	(703)	549-2708	<a href="http://www.bittersweetcatering.com/">http://www.bittersweetcatering.com/</a>
Catering by Windows	(703)	519-3500	<a href="http://www.catering.com/">http://www.catering.com/</a>
The Chef's Table	(703)	787-9222	<a href="http://www.tctcaterers.com/">http://www.tctcaterers.com/</a>
Design Cuisine	(703)	979-9400	<a href="http://www.designcuisine.com/">http://www.designcuisine.com/</a>
Jose Andres Catering	(301)	652-1898	<a href="http://www.joseandrescatering.com/">http://www.joseandrescatering.com/</a>
Main Event Caterers	(703)	820-2028	<a href="http://www.maineventcaterers.com/">http://www.maineventcaterers.com/</a>
Matters of Taste	(703)	683-6666	<a href="http://www.motcatering.com/">http://www.motcatering.com/</a>
Occasions Caterers	(202)	546-7400	<a href="http://occasionscaterers.com/">http://occasionscaterers.com/</a>
Ridgewell's	(301)	652-1515	<a href="http://www.ridgewells.com/">http://www.ridgewells.com/</a>
Rockland's Barbecue & Catering	(703)	778-8000	<a href="http://www.rocklands.com/catering">http://www.rocklands.com/catering</a>
Splendid Fare	(703)	519-1777	<a href="http://www.splendidfare.com/">http://www.splendidfare.com/</a>
Tasteful Affairs	(703)	354-3157	<a href="http://tastefulaffairs.com/">http://tastefulaffairs.com/</a>
A Thyme & Place	(703)	864-2891	<a href="http://www.athymeandplace.com/">http://www.athymeandplace.com/</a>
Well Dunn	(202)	543-7878	<a href="http://www.welldunn.com/">http://www.welldunn.com/</a>

### **DJs**

Only DJs from this list may be used on the Lee-Fendall property.

Bialek's Music	(301)	340-6206
Ed Whitles, The Elegant DJ	(202)	657-2225
My DeeJay	(888)	GET-MYDJ





*Lee-Fendall House*  
MUSEUM AND GARDEN

## Rental Contract

The Lee-Fendall House is an historic building on the National Register of Historic Places. It is owned and operated by the Virginia Trust for Historic Preservation (VTHP).

### Introduction

Whereas, the VTHP is a 501(c)(3) tax exempt charitable organization and operates the Lee-Fendall House as a museum open to the general public, and whereas, the contracting party wishes to so use the Lee-Fendall House, now therefore, the parties intending to be so bound hereby agree as follows.

### Conditions for use of the Lee-Fendall House

The contracting party wishes to use, and the VTHP agrees to allow the contracting party to use, the Lee-Fendall House premises on the date set forth in the attached Event Information form (incorporated by reference herein). The contracting party must have viewed the Lee-Fendall House under the guidance of a Lee-Fendall House representative before signing this contract. The contracting party must also have read and agreed to abide by the Rules and Guidelines for renting the Lee-Fendall House before signing this contract. The Rules and Guidelines governing rental of the Lee-Fendall House are incorporated by reference herein. At all events, the Lee-Fendall House will appoint a representative to open and close the building, and be present and in charge during the function.

### Rental fees

This agreement is made this \_\_\_\_\_ by and between the VTHP/The Lee-Fendall House and \_\_\_\_\_ (“contracting party”) for an event on \_\_\_\_\_ from the hours of \_\_\_\_\_ to \_\_\_\_\_ (the “Scheduled Period of Use”).

The rental rate for the contracting party shall be in accordance with the following rental fee schedule:

- The rate for this event is \$\_\_\_\_\_ per hour for \_\_\_\_\_ hours for an expected total of \$\_\_\_\_\_.
- The rate for this event is \$\_\_\_\_\_ for \_\_\_\_\_.

Total rental charge is calculated at a stated or imputed hourly rate for the Scheduled Period of Use. For purposes of determining total rental charge, the Scheduled Period of Use is determined by the arrival time of the contracting party and/or contracting party’s vendor(s) at set-up and the departure time of the contracting party and/or contracting party’s vendor(s) following clean-up. Total rental charge shall be prorated if the period of use does not last for the entire Scheduled Period of Use. Additional time is billed at a rate of \$\_\_\_\_\_ per hour and will be prorated in 30 minute blocks. The Lee-Fendall House has a midnight curfew for all events.

A security deposit is due immediately upon signing this contract. A rental fee deposit equal to 50% of the total rental charge for the Scheduled Period of Use is due within two weeks of the date this contract is signed or the contract will automatically become null and void. The balance of the total rent is due and payable four weeks prior to the beginning of the event. If this contract is signed less than four weeks prior to the event date, full payment of the total rental charge is due at the signing of this contract.

Should the contracting party cancel the event; the full rental fee deposit will be returned if the Lee-Fendall House is given at least 6 months prior written notice. If written notice of cancellation is given between 6 and 3 months prior, all but \$500 will be returned. If written notice of cancellation is given between 3 months and 1 month prior, all but \$750 will be returned. No refund of the rental fee will be given if the rental contract is canceled within one month prior to the date of the event. The contracting party forfeits the security deposit in the event of a cancellation

### **Security deposit**

The contracting party has tendered herewith as security against damage and obligations incurred during or in connection with the Scheduled Period of Use the sum of \$500.00 (the "Security Deposit"). The Lee-Fendall House retains the right to use any or all of the Security Deposit toward any of the contracting party's obligations under the contract or any claim the VTHP may have, or for overtime, clean up, damages to or destruction of the Lee-Fendall House or any property located in or on the premises belonging to the Lee-Fendall House as a result of the contracting party's use of the premises or in any way relating to the event.

If any such damage or destruction is caused by the contracting party's vendor or any of the vendor's agents, representatives or employees, the Lee-Fendall House will attempt first to recover its damages and expenses from the vendor; however, if and when reasonable efforts to recover such damages and expenses, which does not include litigation, are unsuccessful, the Lee-Fendall House will look to the contracting party for the same. The full amount of the Security Deposit will be refunded no later than 30 calendar days after the event if it is determined that no damage has occurred and that there are no claims or other outstanding obligation at that time involving the contracting party. The Contracting Party further agrees that the Security Deposit does not limit the contracting party's liability for any such damages or other liability to VTHP that the Contracting Party may incur.

### **Damage**

The contracting party hereby agrees to be fully and solely responsible for any damage in any way relating to the event, and to be fully and solely responsible for any damage to or destruction of the Lee-Fendall House or any property located in or on the Lee-Fendall House caused by the contracting party or any of its agents, guests, or invitees. The contracting party is responsible for maintaining the Lee-Fendall House facility and the adjacent garden area in as good, clean condition as that in which it was immediately prior to the contracting party's use. The contracting party further agrees to pay any and all costs of repair of damage to the facility caused by itself or its agents, guests, or invitees, or occurring during its or its agents, guests, or invitees use of the facility pursuant to this contract.

### **Indemnification and Release of Liability**

The contracting party agrees to indemnify and hold harmless, VTHP, the Lee-Fendall House, any affiliated organizations and their officers, directors, members, employees, agents, and representatives from any liability, claims, damage, loss, or expense (including attorney's fees, court costs, and consequential damages) relating in any way to the event or caused by the use of the Lee-Fendall House facility by the contracting party, the contracting party's guests or invitees, the contracting party's agents such as caterers, musicians, and others who are working for or with the contracting party. The contracting party must sign an Indemnification and Release of Liability form furnished by VTHP as a condition for renting the Lee-Fendall House.

### **Condition of Buildings & Grounds**

The Lee-Fendall House Museum & Garden does not contract with a professional landscaping, lawncare, or housekeeping company to maintain its buildings and grounds. All routine maintenance of the museum's facilities is conducted by museum staff and volunteers. The museum provides the use of its facilities "as is" in a usable condition to clients contracting for their use. The museum will attempt to honor any reasonable client request regarding the condition of its buildings and grounds.

Routine maintenance includes: sweeping, mopping, and vacuuming of interior floors; cleaning and stocking of restrooms; cleaning of kitchen surfaces; dusting of museum common areas; sweeping of museum steps, porches, and walks; raking of yard; mowing of yard.

The following maintenance and/or condition requests do not constitute routine maintenance and are performed at the museum's discretion as resources allow. These requests include but are not limited to: refinishing of floors; replacement of carpet; painting; pressure washing; window cleaning; planting of flowers or other plants; sodding or laying of turf.

**Force Majeure Conditions**

The contracting party agrees that VTHP, the Lee-Fendall House, any affiliated organizations and their officers, directors, members, employees, agents, and representatives shall not be liable for losses, damages (including attorney’s fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts or omissions, fires, weather conditions, power failures, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States government or any other civil or military authority (to include any local legislation regarding liquor license requirements). Delays or non-performance excused by this provision shall not excuse payment of any amount due hereunder owed at the time of the occurrence. If an event is cancelled in whole or in part because of a force majeure condition, a complete or partial refund of monies will be made to the contracting party no later than thirty days after the date of the event.

**Event Insurance and Banquet License**

The contracting party agrees to purchase event liability insurance for bodily injury and property damage in for a minimum of \$1,000,000. The Lee-Fendall House Museum & Garden and the Virginia Trust for Historic Preservation must be listed as additional insured. A copy of the policy must be sent to the Lee Fendall House no less than three weeks prior to the event.

**Selection of the Caterer and Other Vendors**

The Lee-Fendall House reserves all rights of final approval of the caterer and any other vendors selected for the event. The Lee-Fendall House also reserves the right of final approval of all decorations brought onto the property. If the contracting party selects a caterer that is new to the Lee-Fendall House, that caterer must meet with a Lee-Fendall House representative to view the facilities and familiarize themselves with the Lee-Fendall House rules. All caterers must provide a certificate of insurance prior to the event, as well as the name of the licensed ABC manager for the event.

**Photographs**

The Virginia Trust for Historic Preservation shall have the right to take photographs at the event for the purpose of advertising the Lee-Fendall House. All rights to, and the use of these images shall belong to the VTHP.

**Additional Terms**

This contract shall be governed and constructed in accordance with the laws of the Commonwealth of Virginia. This contract may not be assigned in whole or in part by the contracting party except with prior written approval by the Lee-Fendall House. This contract and its attachments constitute the entire understanding between the parties. This contract may only be amended in writing signed by both parties.

Contracting Party Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Contracting Party: \_\_\_\_\_

VTHP Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## **Indemnification and Release of Liability**

In requesting the use of the Lee-Fendall House, an historic building owned and operated by the Virginia Trust for Historic Preservation (VTHP) at 614 Oronoco Street, Alexandria, Virginia, I shall be liable for all claims for personal injury or property damage arising out of or relating to the function, and I agree to indemnify and hold harmless, the VTHP, the Lee Fendall House, any affiliated organizations and their officers, directors, members, employees, agents, and representatives from any liability, claims, damage, loss, or expense (including attorney's fees, court costs, and consequential damages) relating in any way to the event or caused by the use of the Lee Fendall House facility by the contracting party, the contracting party's guests or invitees, the contracting party's agents such as caterers, musicians, and others who are working for or with the contracting party.

Date of event: \_\_\_\_\_

Name of contracting party: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Event Information

This form must be filled out and submitted with the Rules and Regulations for Renting the Lee Fendall House, Release of Liability form, and a rental contract.

Name of contracting party: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Date of event: \_\_\_\_\_

Expected number of attendees: \_\_\_\_\_

Times of event: \_\_\_\_\_

Date of rehearsal: \_\_\_\_\_

Time of rehearsal: \_\_\_\_\_