



MARBLE HALL RENTAL AGREEMENT

**311 GARRISON AVENUE
FORT SMITH, ARKANSAS 72901
(479) 783-3930**

The “renter,” or individual / entity contracting to rent Marble Hall, agrees to the terms and conditions listed below as set forth in this contract. The contract must be signed and returned with the required amount(s) to reserve the Marble Hall.

RENTAL PAYMENT

Payment must be submitted along with the signed contract to reserve the event date on the Marble Hall calendar. If the event is more than 30-days from the date of the contract, a non-refundable deposit is required. If the event is within 30-days from the date of the contract, renter must provide full payment. Failure to provide full payment in thirty (30) days prior to the event will result in cancellation of the reservation.

Payments can be made via cash, check, PayPal, or credit/debit card. *(NOTE: Additional fees apply to PayPal, credit, and debit card transactions.)* Cash and check payments are preferred and may be made in person or via mail to Junior League of Fort Smith, 311 Garrison Ave., Fort Smith, Arkansas 72901. A fee will be applied for returned or cancelled checks.

Renter is required to provide a credit card to be held on file for any potential damages resulting from the use of Marble Hall by the renter, renter’s guests, or any parties contracted by the renter.

EVENT TERMS AND CONDITIONS

GENERAL LIABILITY AND DAMAGES

Marble Hall must be returned to the Junior League of Fort Smith in the same condition in which the premise was rented. Renter is solely responsible for the conduct of guests, vendors, and sub-contractors of vendors. And, renter is solely responsible for (1) any damage to the doors, walls, floors, and ceilings of Marble Hall and (2) any damage to or theft of furniture, equipment, and any other items present on the Marble Hall premise. “Damage” includes (but is not limited to) the need for additional cleaning beyond that performed by the renter, repair or replacement of damaged items, and removal of any items affixed to the building, resulting from the use of Marble Hall by the renter or any guests of the renter.

Renter must release The Junior League of Fort Smith from any and all liability for any physical injuries and/or property damage sustained by or to the renter and/or guests while on the Marble Hall premises and indemnify The Junior League of Fort Smith for any such third-party claims.

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All renters will be required to provide proof of their own event's liability insurance (including general liability and alcohol / liquor liability) no later than five (5) business days before the start of the event. The renter's liability insurance must include the Junior League of Fort Smith as an additional insured for liability coverage. Failure to provide proof of such insurance will result in removal from the rental schedule.

DECORATIONS

Marble Hall is a historic property and therefore renter may NOT adhere anything directly to any part of the building (i.e. no addition of any nails, screws, pushpins, or other fasteners) or make any temporary or permanent modifications to any doors, walls, ceilings, or floors of Marble Hall. Only mechanical candles are allowed at Marble Hall. A minimum \$500 fee will be charged if the renter, vendor, and/or guests are found to have violated this rule.

Decorative items and furniture must not be moved without prior approval in writing and assistance from a representative of Marble Hall. A fee for removal/relocation of current wall or front window box décor will be assessed.

SECURITY

Renters are required to provide security for events before 8:00 a.m. or after 5:00 p.m.

AMENITIES

Marble Hall has a limited number of folding tables and chairs for use by the renter. Renters must request the use of any Marble Hall tables and chairs within five (5) business days of the event. A fee will be associated for the set up and use of any Marble Hall tables and chairs.

Marble Hall and the Junior League of Fort Smith may mention and/or provide a list of preferred vendors. This list is merely a courtesy to the renter. Neither Marble Hall nor the Junior League of Fort Smith is affiliated in any way with the vendor and cannot be held accountable for the way the vendor conducts their business or the level of service(s) that the vendor provides.

SMOKING & ALCOHOL POLICY

Marble Hall is exclusively a non-smoking facility. A minimum \$250 fee will be charged if the renter, vendor, and/or guests are found to have violated the smoking rule.

Marble Hall does not provide any alcohol. However, Marble Hall does allow the renter to bring alcohol onto the premises under certain conditions. Self-service bars are not allowed. Cash bars are NOT permitted unless the renter (1) has the necessary liquor license as required by the State of Arkansas, (2) has the necessary alcohol / liquor liability insurance for the event, and (3) provides a licensed bar tender for the event. No one under the age of 21-years old will be allowed at the bar. Guests are not allowed to bring alcohol onto the premises.

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Renter is solely responsible for ensuring that renter's guests are sober before leaving Marble Hall premises and/or that guests are assigned designated drivers. Marble Hall is not responsible for incident that occurs as the result of the renter's failure to comply with Marble Hall's alcohol policy or any violation of federal, state, or local laws by the renter. Underaged drinking and impaired / intoxicated drivers will be reported to the Fort Smith Police Department. A minimum \$500 fee will be charged if the renter, vendor, and/or guests are found to have violated the alcohol policy.

CANCELLATIONS & MODIFICATIONS OF TERMS

Rates and deposits are not subject to change. The terms and conditions are subject to change and the renter will be notified in writing of these changes. Marble Hall and the Junior League of Fort Smith reserves the right to cancel the event's reservation or cancel the event at any time if the renter fails to comply with these rules. Additionally, Marble Hall and the Junior League of Fort Smith is NOT responsible for event cancellations due to illness, pandemics, weather, Mother Nature, acts of God, and/or natural disasters.

Marble Hall reserves the right to assess additional fees and penalties for violations of rules in this agreement. Renter is responsible for payment of any additional fees that are incurred.

The policies and procedures contained within this agreement may be modified / amended only by written notation and dated signature attached to this contract. Any written modification / amendment made after the initial contract shall be incorporated by reference. The terms and conditions contained herein shall serve as the full and final agreement for use of the Marble Hall premises as entered into by the renter and the Junior League of Fort Smith.

If the Junior League of Fort Smith must cancel the event due to unforeseen circumstances, the renter will be notified in writing and is only entitled to damages not to exceed the amount of the monies paid by the renter.

ACKNOWLEDGEMENT OF UNDERSTANDING & AGREEMENT

By signing below, I acknowledge that I have read and understand the Marble Hall rental policies and procedures as listed in this agreement. The below signature signifies the acknowledgement and acceptance of the Marble Hall rental policies and procedures.

I agree as the renter that I am responsible for making my guests, caterer, and any other persons with whom I may contract for my event aware of the policies and procedures. Failure to comply with these policies and procedures will result in additional charges and may result in the cancellation of the event and/or removal from the Marble Hall premises.

Signature of Responsible Party

Date

Print Name of Responsible Party