

# HARWELDEN MANSION VENUE RENTAL AGREEMENT

Lessee Name: \_\_\_\_\_ Event Planner: \_\_\_\_\_

Event Name: \_\_\_\_\_ Planner Contact: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Address:

\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Type of Event: \_\_\_\_\_ Number of Attendees: \_\_\_\_\_

Date of Event: \_\_\_\_/\_\_\_\_/\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Space (s) Reserved: \_\_\_\_\_

This agreement is made effective by and between the Harwelden Mansion (Lessor) and Lessee.

The Harwelden Mansion hereby grants Lessee to use the above stated area(s) during the contract period. Lessee shall abide by the attached rules and policies governing the use and operation of The Harwelden Mansion.

If damages or losses occur as a result of actions of members, guests, or agents of lessee, lessee shall be liable for all damages and/or losses to persons and/or The Harwelden Mansion. Lessee shall indemnify and hold harmless The Harwelden Mansion, Harwelden Society of Tulsa, Hickory House Properties and its employees, owners and agents from all liabilities, claims, or damages resulting from the actions of lessee's members, guests, family, and vendors.

## RENTAL FEE

The rental fee covers only the specific hours and areas reserved in this agreement. If Lessee goes over agreed end time, \$500 per 15 minute increments will be charged. If additional set-up or decorating time is required, prior written agreements must be made with the Harwelden at least 2 weeks in advance, and is subject to availability. These additional hours are \$750-\$900 per hour. No portion of the rental fee is refundable if the event ends early.

Other charges may include but are not limited to \$250 per hour for additional custodial, janitorial or cleanup. The cost of any repairs resulting from damage incurred during the event will be charged in conjunction with the signed credit card authorization form post event. Failure to limit occupancy and use to the designated areas and specified times will result in additional charges billed after the event.

Lessee Initials: \_\_\_\_\_

This agreement covers, but not limited to: bookedhours use,, Wi-Fi, On-Site representative, day-before rehearsal if space is available, (up to 1 hour), Green Rooms (Bridal and Groom), Tables and Chairs, \*Excluding half day and hourly rentals.

**DATE CHANGES**

In the event the Lessee is forced to change the date of the event every effort will be made by The Harwelden Mansion to move reservation to the desired new date. Lessee agrees that in the event of a date change, any expenses including, but not limited to, deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Lessee.

**CLEANING**

The Harwelden Mansion is to be returned to the same condition and cleanliness that you received it. After the event, a walk-thru inspection will occur with Mansion personnel. All items on the Mansion Cleanup checklist are required to be completed. Failure to complete checklist and/or property damage will be billed and is due upon receipt of invoice.

**DOWN PAYMENT**

A non-refundable, non-transferable down payment of 25% is required at the time that this contract is signed. The down payment is a reservation for the date of the scheduled event and is applied to the total rental amount. The final balance is due (2) months in advance of the scheduled event, or the final payment date listed.

**CANCELLATION**

In the event of a booking cancelation, the deposit made to date will be forfeited as it is non-refundable. If the event is canceled on or after the scheduled final balance due date, the full and final payment will be immediately due and payable. All cancellations must be made in writing or email to The Harwelden Mansion.

**FEES**

Venue Rental:	\$ _____
Cleaning Fee:	\$ _____
Additional Services:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Sub Total:	\$ _____
Down Payment:	\$ _____
Balance:	\$ _____
<b>Balance Due Date:</b>	_____/_____/_____

## **VENUE RENTAL POLICIES**

The Harwelden Mansion was constructed in 1923 and is a National Landmark, listed on the National Register of Historic Places. Honoring Harwelden Mansion's legacy and historical significance means we have high standards and expectations of those that use or work in Harwelden Mansion to preserve the integrity of the restoration, architecture, and the Mansion's reputation.

The team at Harwelden Mansion wants the Mansion to serve as a perfect setting for your event, but the nature of historic homes means that there may be construction or maintenance work ongoing in certain parts of the Mansion at the time of your event. Every effort will be made to minimize any impact this may have on your event. Please note the following policies:

### **EVENT START/END TIMES**

Start times are TBD and will be documented in your agreement. All events must end no later than 10:00 PM. Each rental includes a minimum of 1 hour for setup and one 1 hour for cleanup with many events requiring more time. Exceptions to these times must be discussed with a Harwelden Mansion representative. Early entry or late exit will be charged the hourly rate.

### **SETUP**

The setup of tables and chairs will be done as discussed and agreed to with a Mansion representative. Once documented, there are to be no alterations to the floor plans within 30 days of the event.

### **CHILDREN**

Children must be supervised by an adult at all times. No jumping on furniture pieces or running through the Mansion.

### **LANDSCAPE**

All persons must remain on the pathways or lawns during outdoor events. Guests and vendors are not allowed to walk through the flower beds for better photography positioning. We ask that you be respectful and assure that there is no damage to flowers and landscape. We reserve the right to assess and charge for damages to the landscape, including replacing plants if necessary. The pond behind Harwelden Mansion is not for swimming and should not be used in any manner.

### **AEROSOLS**

Application of hairspray, cologne, perfumes, aerosol sprays, and make-up is only allowed in designated dressing rooms (if provided for your event), the public restrooms located on the basement floor of the Mansion, or outdoors.

### **SMOKING**

The Mansion is a smoke-free environment. Smoking is not allowed anywhere indoors or outdoors on the Mansion's grounds. This includes vaping.

### **PERMANENT FIXTURES**

The historic piano is not to be moved and cannot hold heavy objects or drinks. The bar is permanently located in the Sun Room. Existing furniture rearranging is only done by Harwelden staff and only with prior approval. Moving fees apply.

### **MUSIC**

No amplified music outside or inside.

### **DANCING**

Indoors, dancing shall be restricted to the Garden Room or west veranda. An alternative to the Garden Room is Harwell Hall if you rent a dance floor from a vendor. No amplified music inside or outside.

### **PARKING**

Parking is available on the premises and some street parking. The Harwelden also owns the lot on the southwest corner of 21st and Main Street which can be used. Events of 50 or more are required to secure valet. No parking in the adjacent private lots. You are responsible for notifying your guests of these policies. Street parking on either side of Harwelden Mansion is permitted.

### **ORDINARY WEAR AND TEAR**

The lessee shall be responsible for all damage not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only normal deterioration of Harwelden Mansion (such as dirty linens and usage of the restroom and its facilities) caused by ordinary, reasonable, and proper use of the venue and its furniture. Damage that is not "ordinary wear and tear" includes, but is not limited to, broken dishes, improper use of facilities, abuse of furniture, damage to wood floors, lack of cleaning, and dirtying of venue by ink, blood, vomit, paint, mud, plaster, concrete, or any other material. The lessee will be held financially responsible for the damages mentioned above at the sole discretion of Harwelden Mansion.

### **RENTALS**

All rentals (linens, table settings, etc.) must come from Party Pro Rents in Tulsa. Rented items can be stored in the kitchen or back patio for the rental company to pick up the next day.

**DECORATIONS** All plans for décor are subject to approval and are limited to the designated event spaces. Nothing may be affixed to any interior or exterior surface of Harwelden Mansion without advance approval. Decorations must be minimal and free-standing or draped. No signage or banners may be placed on Harwelden Mansion's grounds.

### **OPEN FLAME POLICY**

Because of the significant fire risk to Harwelden Mansion, all decorative items must be fireproof. Any items requiring open flame are NOT permitted within Harwelden Mansion property. LED or other battery-powered candles are an acceptable option, so long as they do not use halogen or other high-heat bulbs.

### **APPROVED GRAND EXIT ITEMS**

For indoor events such as a wedding, silk flower petals may be used as decoration or tossed and must be collected in their entirety by the end of the event. No rice, confetti, birdseed, potpourri, etc., is allowed indoors or outdoors. Approved items include, but are not limited to, lighted devices, glow sticks, silk flower petals, noise makers, pom-poms, small hand-held flags, and cold sparklers. Glitter is never allowed, either by itself or on décor of any kind. Real flower petals can only be used outside Harwelden Mansion and must be picked up afterward.

### **PHOTOGRAPHY**

Harwelden Mansion is allowed to take photos at all events. Harwelden Mansion often uses live, video, and still photography to assist with the promotion of the venue. Copies of those photos are available by request. Harwelden Mansion has the right to use all photos and video taken at Harwelden Mansion by your photographer and videographer for promotional purposes. Please refer to the "Photography and Video Policy" on our website for additional information.

### **ALCOHOL**

Alcoholic beverages shall not be consumed by anyone under 21 years old. Harwelden Mansion allows caterers to provide liquor for events. All drinks should be served from an uncarpeted area but consumed anywhere. All open alcohol must be disposed of properly, and unopened alcohol must be taken from Harwelden Mansion premises by the end of the event. Bar service must stop promptly 30 minutes before the contracted event end time. No alcohol will be allowed to be picked up at a later date unless discussed

and agreed upon by a Mansion representative. No cash bars or shots of any kind will be allowed in the Mansion. Only a properly trained and licensed catering bartender may serve liquor, and bar(s) must be staffed at all times. All bartending companies must be pre-approved by Harwelden Mansion and provide a copy of their license and insurance by the final walk-through meeting 2 weeks prior to the event. The bartending company and lessee assume all responsibility for the conduct and consumption of guests.

### **WEDDING REHEARSALS**

For weddings, if no event is booked the day before, a 1-hour rehearsal can be done the day before the wedding during business hours of 9:00 AM to 4:00 PM. This hour cannot be applied toward a rehearsal dinner or other venue rental.

### **ADDITIONAL SITE VISITS**

We allow 1 additional site visit for all events after booking the venue. We recommend coordinating with any vendors necessary to bring to this visit with you.

### **FINAL WALK-THROUGH**

A final walk-through with all vendors must be scheduled during business hours 2 weeks before the event. At this time, a list of all vendors and their contact information should be given to the Mansion representative for coordination on the morning of the event and a copy of the bartender's license and any required insurance.

### **EMERGENCY MANAGEMENT**

In the event of an emergency that requires the fire department, police department, or emergency medical personnel, the lessee agrees to call 911 immediately. Harwelden Mansion representatives are not trained or qualified to administer emergency services. It is the lessee's sole responsibility to provide on-site or on-call emergency services, such as an EMT if desired. Mansion representatives reserve the right to immediately and without notice amend and alter the setup configuration or placement of any items they consider a hazard. Any behavior or activities that are offensive, abusive, illegal, or may endanger Harwelden Mansion's property, guests, personnel, visitors, collections, or facilities are explicitly prohibited. The lessee is responsible for the behavior of their guests, invitees, and agents while they are at Harwelden Mansion. Mansion representatives may request that individuals engaging in such behavior leave the premises. A Mansion representative may terminate any event at any time if, in their judgment, the event endangers its guests, personnel, visitors, collections, or facilities.

### **SECURITY**

Harwelden Mansion reserves the right to require the lessee to provide security for their event. For approved events of 125+ guests, event security is required. Security companies must have insurance endorsement. We must have verification of security one month prior to the event.

### **FIREARMS**

No weapons or firearms are allowed on Harwelden Mansion property.

### **CLEAN UP**

All food and other waste must be gathered and disposed of in the trash bags provided. Trash bags must be removed from the kitchen or other areas such as Mary's Chamber and Earl's Chamber and placed in the dumpster located in the fenced-in area to the side of Harwelden Mansion. Any items brought in must be removed by the end of your contracted time including food, supplies and florals. Any damage or extra cleanup caused by the lessee, contractors, or guests will be billed after the event. A credit card must be on file to cover charges above the deposit amount. The lessee must notify a Mansion representative of all breakage or unsanitary conditions as a result of the event. Clean-up requires you to leave Harwelden Mansion in the condition you found it. If you do not want to be responsible for the cleanup please ask, and an additional fee will be added on to your invoice.

### **INDEMNIFICATION**

The use of the facility is at your own risk. Harwelden Mansion is not liable for lost or stolen items, personal injury, or damages to your personal property while at the facility. You are required to hold

harmless, indemnify, and defend Harwelden Mansion and its representatives, to the maximum extent allowed by law, from any and all liability arising from your use of our facilities, including the payment of legal and attorney fees and costs incurred in defense of any actual or alleged liability.

**INSURANCE**

The lessee may be asked to provide Harwelden Mansion with and maintain a \$1 million property damage and liability insurance certificate. This may be obtained through the lessee's homeowner, renter, or business insurance company. The certificate must name the Harwelden Mansion and Hickory House Properties, LLC as additionally insured. All proof of insurance must be submitted with the final payment 60 days prior to the event. This also includes vendors used by you.

**ACCESSIBILITY**

Certain rooms and outdoor spaces in Harwelden Mansion may not be accessible to guests with mobility issues. Every effort will be made to make accommodations, though the historic nature of the Mansion makes it impossible to render every space accessible.

**EVENT COORDINATION**

The Lessee must designate and hire an event coordinator who will be in contact with the Mansion as needed before, during and after the event. Final walk-through will be approximately 2 weeks before the event during regular business hours. At this time, a list of all vendors and their contact information should be given to Harwelden in addition to insurance verifications, floor plan, and day of itinerary.

I have read and understand and accept the terms and conditions of the Venue Rental Agreement and Venue Rental Policies of Harwelden Mansion. I agree to assume any financial liability or expenses incurred as a result of not following such policies of me, my vendors, and my guests, including but not limited to additional time billed hourly, cleanup, damage, or personal liability that is discovered before, during, and after said event. I further agree to hold the Harwelden Mansion harmless, indemnify, and defend Harwelden Mansion, to the maximum extent allowed by law, from any and all liability arising from my use of the facilities.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Today's Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Harwelden Official (Lessor)

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Today's Date

\_\_\_\_\_  
Printed Name

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