This agreement is made and entered into by and between the Alamance County Arts Council, hereinafter referred to as Council, and the Licensee for the purpose of Facility rental.

WITNESSETH:

THAT WHEREAS, The Captain White House is a building of historical significance owned by the City of Graham and managed by the Council; and

WHEREAS, under terms and conditions and fees established by the Council, a copy of which is attached hereto and made a part thereof, the Council allows the use of the Captain White House for meetings, receptions, and other gatherings sponsored by certain organizations, groups and private individuals; and

WHEREAS, the Licensee desires to use the Captain White House for the purposes hereinafter set forth during the time and date hereinafter set forth and in consideration of the agreement of the Council for the use of said building has entered into and agrees to be bound by this Agreement;

WHEREAS, in consideration of the premises and the agreements hereinafter set forth, the Licensee does herewith release the Council of any liability whatsoever for bodily injury sustained by Licensee or an invitee of the Licensee; and Licensee does herewith agree to indemnify and hold harmless the Council for any claim or cause of action which might arise from the use of the Captain White House on the date herein specified for any accident or injury.

NOW, THEREFORE, the Council and the Licensee do hereby contract, covenant, and agree as follows:

1.) The Licensee desires to use that portion of the Captain White House hereinafter described for purposes, during hours and on the date hereinafter set forth. And in consideration for this Agreement, the Council has agreed that the Licensee may use said portion of said building at this time, on the date, and for said purposes subject to the terms and conditions of this Agreement.

2.) The Licensee agrees to abide by and be bound by a Schedule of Fees and Terms and Conditions for the use of the Captain White House which is attached hereto as Exhibit A. and made a part hereof as if fully set forth herein.

3.) In addition to the terms and conditions referred to above, the Licensee agrees as follows:

A. The Licensee shall be responsible and liable for any damage or loss sustained during the use of the building by the Licensee and which occurs as a result of the Licensee’s use of the building as hereinbefore set forth.

B. Should the use of the premises by the Licensee result in abuse requiring clean up and/or maintenance, the Licensee will be assessed and shall pay for maintenance and, in addition, the cost of material and labor required for repair to the premises, its contents and/or grounds. This cost shall be deducted from the Licensee’s deposit as set forth in Exhibit A.

C. The Licensee shall be responsible and obligated to remove any equipment, food or decorative material brought onto the premises, unless otherwise agreed upon by the Director/Manager of the premises. If such material and equipment cannot be removed on the day of the event, it must be removed from all exhibit areas to temporary storage in a utility area.

D. The Licensee shall restore the premises to the condition in which the Licensee found them.

4.) The Council accepts no responsibility for items or property of the Licensee or guests, invitees, agents, employees of the Licensee or others who enter the premises by virtue of the use of the premises by the Licensee.

5.) The Licensee by execution of the Agreement specifically acknowledges that the Licensee has carefully read and agrees to the terms and conditions set forth above and set forth on Exhibit A hereof.
RENTAL CONTRACT (page two)

EXHIBIT A

The primary purpose of the Captain James and Emma Holt White House is for the presentation of art exhibitions and to house the offices of the Alamance County Arts Council. The facilities are available for rental by outside individuals, groups or organizations, provided the following conditions, fees and regulations are met. Interested parties must accept that the Council’s exhibition schedule may not be set at the time of a rental agreement and that the Council is under no obligation to schedule exhibitions according to rental arrangements. It is the responsibility of the Licensee to determine the suitability of a scheduled exhibition to a rental event, or whether to enter into an agreement prior to the scheduling of an exhibition. The Licensee retains the option to cancel without penalty, with the understanding that the Council will not be liable for any inconvenience to the Licensee resulting from the cancellation.

Conditions

1. The Council reserves the right to review any proposed program content and to deny facility usage to any group or for any program, which in its estimation is inappropriate or inconsistent with the Council’s purpose.
2. The Licensee understands and agrees that scheduled art exhibitions take precedence over facility rentals and that artwork will not be removed.
3. The facility must be available on the rental date requested. Previously scheduled Council functions of any kind take precedence over any outside requests.
4. The Licensee is responsible for all damages to the Facility resulting from the rental event.
5. The Council will not be responsible for loss or theft of any article owned by the Licensee renting the Facility or their guests.
6. The number of people in the facility will not exceed 250.
7. There will be no smoking at any time within the Facility.
8. Actions deemed potentially harmful to the Facility or its contents or distressing to the occupant of the Facility will result in the expulsion of the offending party by whatever means necessary.
9. No public dances or bingo for profit may be held on any portion of the premises.
10. The Council may provide upon request, tables and chairs, as listed with the schedule of fees. Placement of these items must be approved by the Staff and may not obstruct traffic or fire escape routes.
11. If the Licensee intends to use a tent on the premises, it is his or her responsibility to acquire a tent permit from the City of Graham.

INSTRUCTIONS FOR CATERERS/PARTY PLANNERS

In order to keep the Captain White House beautiful for everyone to enjoy, we ask your help and cooperation.

1.) Licensee must have caterer/person in charge of food and florists make an appointment to see space available for food preparation/arrangements, and to discuss equipment needs with Staff.
2.) Caterers, florists and suppliers of every sort must arrange with Staff for delivery or set-up time; or Licensee must make sure their times are scheduled.
3.) If wine or liquor is to be served, a non-alcoholic beverage must also be available.
4.) Food and drink can be extremely hazardous to works of art and antiques. In order to reduce risk of permanent damage, NO RED WINE, GRAPE JUICE OR DARKLY PIGMENTED BEVERAGE may be served in the Facility.
5.) The use of a champagne or chocolate fountain or similar appliance is not permitted.
6.) Lit candles are allowed in the SunTrust Gallery and Dining Rooms only. Candles must be dripless.
7.) Staff must approve the use and placement of all greenery, flowers and organic arrangements.
8.) Furniture, decorative objects, paintings etc. may not be moved at all by the Licensee. Staff will direct such rearrangements. Dining Room table is permanent fixture and will not be moved.
9.) No sparklers, bird seed allowed. Preferred send off for bride and groom are bubbles.
10.) No kegs allowed on the premises.


## RENTAL FEES

**Captain James & Emma Holt White House**

<table>
<thead>
<tr>
<th>Facility</th>
<th>Non-Profit</th>
<th>Private</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SunTrust Gallery</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 hour minimum</td>
<td>50</td>
<td>100</td>
</tr>
<tr>
<td>after 5pm &amp; Sundays</td>
<td>55</td>
<td>125</td>
</tr>
<tr>
<td>each additional hour</td>
<td>10</td>
<td>35</td>
</tr>
<tr>
<td><strong>Dining Room</strong></td>
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<td></td>
</tr>
<tr>
<td>3 hour minimum</td>
<td>35</td>
<td>95</td>
</tr>
<tr>
<td>after 5pm &amp; Sundays</td>
<td>50</td>
<td>125</td>
</tr>
<tr>
<td>each additional hour</td>
<td>10</td>
<td>35</td>
</tr>
<tr>
<td><strong>SunTrust Gallery &amp; Dining Room</strong></td>
<td>65</td>
<td>185</td>
</tr>
<tr>
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<td>80</td>
<td>200</td>
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<tr>
<td>after 5pm &amp; Sundays</td>
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<td>45</td>
</tr>
<tr>
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</tr>
<tr>
<td><strong>Galleries</strong></td>
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<td></td>
</tr>
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<td>550</td>
</tr>
<tr>
<td>after 5pm &amp; Sundays</td>
<td>200</td>
<td>650</td>
</tr>
<tr>
<td>each additional hour</td>
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<td>100</td>
</tr>
<tr>
<td><strong>First Floor &amp; Garden</strong></td>
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<td></td>
</tr>
<tr>
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<td>250</td>
<td>900</td>
</tr>
<tr>
<td>after 5pm &amp; Sundays</td>
<td>300</td>
<td>900</td>
</tr>
<tr>
<td>Each additional hour</td>
<td>40</td>
<td>100</td>
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</tbody>
</table>

A $100 security deposit and a signed contract are required to hold the facility for rental. The deposit should be in the form of a check or credit card number which will be held and returned following the rental.

Kitchen facilities are available with all rentals.

Revision Sept. 10, 2014
This agreement made and entered into on this __________ day of _________________ 20______

______________________________
Name of Licensee

_______________________________________________________________
Name of representative of Licensee, if applicable

_______________________________________________________
Street/Mailing Address

____________________
( )

______________________
City

State

______________________
Zip

______________________
Alternate Telephone

Portion of Premises to be used: ____________________________________________

Purpose of use: ______________________________ ___________________________

Caterer or alternate contact (if applicable)

____________________
( )

Telephone

Other Notes/Instructions:

________________________________________________________________________

Security deposit, due with contract to hold the rental date : $100

Anticipated attendance: _______________ Rental Fee: __________________________

(3 hour minimum)

Set-up time: _______________ Add’l Hours: __________________________

Time of use: _______________ Other: __________________________

Payment Due: _______________ Total Due: __________________________

(one week prior to rental)

RENTAL DATE: ____________________________________________

By: ____________________________
Licensee (or authorized representative)

By: ____________________________
Representative, Alamance County Arts Council
EQUIPMENT REQUEST

Please specify the items that you intend to use during your event and the quantity.

☐ 60” round ____ of 8
☐ 30” round ____ of 4
☐ 8’ banquet ____ of 2
☐ 6’ banquet ____ of 4
☐ Brown wood folding chairs ____ of 70 (for inside use only)
☐ Projector
☐ Projector screen
☐ Podium

If relevant, please indicate below where/how you would like these items to be set up.

Ex. Meeting in SunTrust gallery, 3 of the 6’ banquet tables placed in U shape with 15 brown folding chairs

PLEASE NOTE:

The Alamance County Arts Council’s Captain White House is not a full service rental facility. Only the items listed will be provided.

Though the use of this equipment is complimentary with your rental, the Arts Council cannot guarantee the availability of these items for any event date.
Can I move or take down pieces of art for my event?

The primary purpose of the Captain James and Emma Holt White House is for the presentation of art exhibitions and to house the offices of the Alamance County Arts Council. Works on display that are part of an exhibition cannot be removed. You are not allowed to move furniture, decorative objects and fixtures. Staff will direct such rearrangements.

What is the $100 deposit for?

The $100 is used to hold your event date and as a security deposit for any damages that may occur during your event.

Why can’t we have red wine?

If spilled, the pigment in the wine can be extremely hazardous to works of art, antiques and the gallery walls that are cloth.

Explanation of 3 hour rental time:

The Arts Council does not start your rental time until your guests arrive. You may set up and break down for your event at no additional charge. However, you need to schedule a time to do so with a staff member.

When can I set up for my event?

Our regular business hours are from 9am-5pm Monday through Saturday. Please call to arrange a set-up time for your event.

Can my caterer use the kitchen?

The kitchen is available for use with all rentals.

Can I use candles for decoration?

Lit candles are allowed in the SunTrust Gallery and Dining Rooms only. Candles must be dripless.

When is the balance due for my rental?

Your full balance is due a week before your event.

For my wedding, is there a space for the bridal party to get ready?

For wedding ceremonies, the bridal party may use a room upstairs to get ready.

Are table and chairs included in my rental?

Tables and chairs are complimentary with your rental. HOWEVER, because the Arts Council is a community organization and sponsors a variety of events throughout Alamance County, we CANNOT guarantee that we will have tables and chairs available for your event.

Can I place a tent on the property?

You are allowed to erect a tent on the property. In order to do so, you must present a valid tent permit from the City of Graham.

Is the house handicap accessible?
The lower level of the house is handicap accessible through use of the ramp on the back side of the house.

_**How many people can fit in the house?**_

Though the house can fit 250 people standing, for the comfort of your guests, we recommend that if you plan on more that 150 people attending that you use a tent.

_Can I bring a keg for my event?_

We do not allow you to bring a keg on the premises. You are however welcome to serve bottle or canned beer.

_Can I set up a chocolate or champagne fountain for my event?_

Because the Captain White House was built in 1873, the foundation has settled and the floors are not completely level. We do not allow you to use chocolate and champagne fountains because they may leak or spill on the floors.