



A National Historic Landmark

Sotterley Plantation Rental Agreement

Historic Sotterley, Inc.
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Historic Sotterley, Inc. is a non-profit organization, which owns and operates a historic house and grounds located in Hollywood, Maryland. Sotterley has the exclusive rights to schedule, plan, coordinate, and contract for private events. The following “Sotterley Plantation Rental Agreement” (“rental agreement”) is between Historic Sotterley Inc. and (“Client”).

General Terms of Rental Agreement

Sotterley’s grounds and facilities are open for public visitation every Tuesday through Saturday from 10:00 am to 4:00 pm and every Sunday from 12:00 pm to 4:00 pm. Every consideration must be given to ensure enjoyment of the Sites, grounds and facilities by all parties. This rental agreement covers only the Site(s) on Sotterley Plantation to be rented by Client, and other Sites may be in use by the general public or another rental client during the same time frame. The Sites consist of the following: Barn, Gardens, Warehouse, Spinning Cottage, Pavilion, and Mansion Portico.

Private Function Fees and Information (to be filled out by Sotterley Representative)

Function: _____
Site: _____
Contact Name: _____
Date of Event: _____
Times of Event: _____
Arrival time: _____ Departure time: no later than 11pm

Please see attached Rental Invoice for detailed rental cost, deposits, etc.

Final Payment is due 30 days prior to the event. Checks should be made payable to ***“Historic Sotterley, Inc.”***

Client Information

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number(s): _____
E-Mail Address: _____

Client’s Official Representative’s Information (must attend, if client will not attend event)

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number(s): _____
Email Address: _____

To protect the historic structures and preserve the integrity of Sotterley’s Sites, grounds and facilities, the following items and activities are ***prohibited*** on the Sites, grounds and/or the facility:

- Loud music (above and beyond the reasonable level from a DJ or live band)
- Fireworks
- Firearms
- Hole digging
- Parking or operating vehicles on lawns or garden areas
- Attachment of any item to any structure, whether living or built, that causes damage to the structure
- Smoking on Sotterley Plantation, except for in designated area
- Littering

Client must:

- Consult a Sotterley Staff Representative regarding all deliveries and set-up arrangements for event materials, including but not limited to, tents, tables, chairs, portable toilets, musician needs, etc. within four weeks prior to the event.
- Ensure that tent set-up and table/chair delivery shall take place no more than two days prior to the scheduled event, and shall remain in place no longer than one day following the scheduled event. (Tent take-down and table and chair pick-up may take place on Monday if scheduled event is to take place on a Saturday, and if take-down and/or pick-up of these items has been pre-arranged and documented by a written agreement signed by Client with a Sotterley Staff Representative. The cost for the aforementioned shall be listed in the written agreement.)
- Be aware that set-up arrangements regarding events that are consecutively scheduled shall be reviewed on a case-by-case basis.

A Sotterley Staff Representative will be present during the event to ensure smooth coordination of the event and compliance with this Rental Agreement, the “Sotterley Plantation Grounds Policy” and the “Sotterley Plantation Site Rental Fee and Rates”. The Sotterley Staff Representative should be contacted by Client, and/or Client’s Official Representative, the day of the event if there are any emergency last minute changes to the schedule for the event. Facilities personnel will be on-call during all scheduled events and during set-up and break-down to ensure the security of the Site.

Rental Fees

Rental fees will be assessed beginning with the arrival of advance Support Groups such as Caterers, musicians, decorations committees, etc., and rental fees shall end with the departure of the last support or clean-up crew. Unless otherwise stated in a written agreement signed by the Client and a Representative of Historic Sotterley, the rental period covers **all** time included for set-up and clean

up, and any time desired for rehearsal. The rental period should be determined at the time this rental agreement is established, but if additional time is incurred on the day of the event, the Client or the

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Client's Official Representative for the event is responsible for payment of the additional hourly fees at the conclusion of the event, which sum shall be paid at that time by cash or check. All checks should be made payable to "Historic Sotterley, Inc."

Deposit

A refundable Security Deposit of \$500 shall be due upon Client's reservation of a date, plus a Non-refundable Deposit of \$500 are due with signed contract in order to hold date. The Non-refundable Deposit will be credited towards the final payment due 30 days prior to the event. Rental dates will not be held until such Deposits are paid in full. In the event that the Deposits have been paid by check and the same is returned for insufficient funds, then Historic Sotterley shall have the right to immediately declare this rental agreement null and void. The Security Deposit will be refunded via mail to Client after the Site passes the inspection following the event, as outlined below. If the Site does not pass inspection following the event, then Historic Sotterley shall retain that portion or all of the Security Deposit in order to cover the cost of returning the Site to the condition it was in prior to the event, normal wear and tear excepted. In the event the repair costs exceed the amount of the Security Deposit, Client shall be required to provide the additional funds to Sotterley, as outlined below.

Cancellation

Should Client cancel the event no later than 30 days prior to the event, all payments may be refunded Client, except the Non-refundable Deposit. Within 30 days of the event and up until two weeks prior to the event, cancellation shall result in a forfeiture of 50% of the rental fee. If Client cancels the event within two weeks prior to the event, Client shall forfeit the entire rental fee, except for the Security Deposit.

Damage Inspection

Following the conclusion of the scheduled event, representative(s) from Historic Sotterley shall perform a daylight inspection of the Site(s) rented by Client. If the event concludes in the evening or at such time when representatives from Sotterley are unable to conduct said inspection, then a daylight inspection of the grounds shall occur on the following day after the event. If the inspection reveals that there is damage to the Site(s), grounds and/or facility, Historic Sotterley will provide Client with a written itemization of damages claimed, a written itemized estimate of the cost of repairs, and the amount of additional funds due from Client to pay for the repair of damages. If the Site passes inspection, the entire Security Deposit will be refunded to the Client via mail, at the address provided by Client.

Golf Cart Rental

Clients that choose to rent a golf cart for the day of their event assume all responsibility for any accident caused by such golf cart and driver. Driver must be of legal age to drive and observe all speed laws posted on our site. The driver must be cautious and considerate of pedestrian guests, stay on the areas designated as roads and not park within 20' of any wooden structure. All drivers must be appointed and introduced to Sotterley event personnel on site and in charge for the event. Drivers must agree to follow all rules given to them by the event personnel. Failure to comply with these rules will cause golf cart usage privileges to be revoked.

Excessive Clean Up

Clients must adhere to the clean up policy stated in Sotterley's Grounds Use Policies. When clean up is deemed excessive and requires Sotterley to engage outside clean up personnel to prepare the site for visitors the following day, then the client will incur an Excessive Clean-Up charge of \$150. This charge will be withheld from the deposit held at the time of contract signing.

Force Majeure

In order to protect the safety and well-being of all concerned, Historic Sotterley reserves the right to cancel the event in the face of a major act of God, such as, but not limited to, hurricanes and floods, with a full refund of all Deposits to the Client, including the Non-refundable Deposit.

Binding Arbitration

In the event any dispute or disagreement shall arise between Historic Sotterley and Client, including, without limitation, matters pertaining to damage of Historic Sotterley's Site(s), facilities or grounds, additional costs incurred as a result of prolonged use of the Site, and the amount of Site rental fees incurred by Client, then such disagreement or dispute shall be resolved by binding arbitration, by an Arbitrator(s) appointed by Historic Sotterley, in accordance with the Maryland Uniform Arbitration Act, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Client and Historic Sotterley agree that such arbitration shall be mandatory and binding, shall be in lieu of any other legal process or remedy and may be requested by either party. The parties covenant that they will participate in the arbitration in good faith and that they will share equally in the fees and expenses of the Arbitrator. The arbitration shall award attorneys' fees, expert witness fees and reasonable costs, if applicable, to the party whose position is upheld by the Arbitrator. Should Client, in violation of this provision, commence legal action in a court, Historic Sotterley shall have the right to have such legal action dismissed and to recover the cost of obtaining the dismissal. In the event that such dispute resulting in the parties electing to submit the dispute to arbitration occurs prior to the date provided in this rental agreement for Client's event, Client shall not be entitled to enter onto the Site and Historic Sotterley shall not be required to rent the Site to Client. This provision, requiring the arbitration of all disputes or disagreements between Historic Sotterley and Client, shall remain in full force and effect and be binding upon Historic Sotterley and Client, their respective successors, personal representatives and/or assigns. Client covenants and agrees to have all disputes between Historic Sotterley and Client decided by neutral arbitration in accordance with this provision and relinquishes any rights that may be available to have such matters litigated in a court or by jury trial, including judicial rights to discovery and appeal. The refusal by a party to submit to arbitration in accordance with this provision may result in the party being compelled to arbitrate under federal or state law.

Indemnification

Client will indemnify Historic Sotterley agents and employees, and save them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use of the Client of the Site rented exclusively to Client, or any part thereof, or by any negligent act or omission of Client, their agents, contractors, employees, invitees, or licensees, provided said injury is not due in whole or in part by the negligent act or omission of Historic Sotterley, its agents, contractors, employees, invitees or licensees. In the event Client, their agents, or employees, without fault, is/are made a party to any litigation commenced by or against Historic Sotterley, Historic Sotterley will protect and hold Client harmless and will pay all costs, expenses and reasonable attorney's fees incurred or paid in connection with such litigation.

Client will pay the cost of all repairs caused by damages to the Site, adjacent grounds or facilities due to negligent action of any type on the part of Client, its employees, licensees, or invitees. In the event that Client fails to cause said Site or adjacent grounds of facilities to be repaired within ten (10) days after written demand, Historic Sotterley may make all arrangements to repair any such damage, and

will provide Client with all invoices and documentation related thereto. Payment will be made by Client directly to Historic Sotterley based on the invoices and related documentation.

Historic Sotterley is under no liability to Client for the discontinuance of heat or hot water, if such service is furnished, or for the discontinuance of any other service or utility caused by accidents, breakage, or strikes, or from any accidents or damage caused by handling of electric wires or lights, and Historic Sotterley will not be liable for loss or damage of property of Client caused by rain, snow, water, or steam that may leak into or flow from said Site or adjacent grounds or facilities through any defects in the roof or plumbing or from any other source provided that such discontinuance of service or utility, or loss of damage is not due to the negligent act or omission of Historic Sotterley, and provided that Historic Sotterley promptly and diligently take actions to correct said problem. In the event that said problem results in the Site, or adjacent grounds or facilities being unrentable in whole or in part, on the day of the event, and the cause of said problem is not due to any act or omission of Client, then both the refundable and Non-refundable Deposits payable hereunder shall be returned to Client in full.

Applicable Law

This rental agreement shall be construed under the laws of the State of Maryland.

Binding Authority

The covenants, conditions and agreements herein are binding on, and may be legally enforced by the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

The Full Agreement

This written document entitled “Sotterley Plantation Rental Agreement-Evenings/Weekends”, the attached “Sotterley Plantation Grounds Use Policy” and the attached “Sotterley Plantation Site Rental invoice”, which shall be incorporated herein by reference, represent the final entire rental agreement between the parties and are a complete and exclusive statement of all terms. No prior oral or written statements shall have any bearing upon the terms of the final written rental agreement. Any change to this rental agreement must be in writing and signed and approved by each of the parties, indicating the date upon which the signatures were given.

Headings

Captions and headings are for convenience and reference only and shall not be considered when considering or construing this rental agreement.

Acceptance

The parties whose signatures are affixed below agree to accept the terms and conditions stated within this agreement and in the “Sotterley Plantation Grounds Use Policy”.

I have received, read and understand the current Sotterley’s Grounds Use Policy document.

_____ initials _____ date

“I, the undersigned CLIENT, acknowledge that I have carefully read and understood each and every term under the contract entitled “Sotterley Plantation Rental Agreement”, and the documents entitled “Sotterley Plantation Grounds Use Policy” and “Sotterley Plantation Site Rental Invoice”. By signing this document, I agree to comply with all terms and provisions herein within the aforementioned documents and I expressly acknowledge that I have had all rental options fully explained to me. I understand that Sotterley reserves the right to utilize photographs of the event taken by a Sotterley representative for future marketing purposes of the site.”

