



## Moffatt-Ladd House & Garden

154 Market Street, Portsmouth, NH 03801-3730  
Phone (603) 430-7968 Fax (603) 431-9063 events@moffatladd.org

### RENTAL CONTRACT

*The National Society of The Colonial Dames of America in the State of New Hampshire, owner and operator of the Moffatt-Ladd House and Garden, is a 501(c)(3) tax exempt charitable organization whose purposes include preservation and education. **The Moffatt-Ladd House and Garden is a museum open to the general public dedicated to telling the story of the site and its inhabitants in the context of local, state, national, and world history. To stimulate and enhance public awareness and appreciation of our early history, and expose more people to the Moffatt-Ladd House and Garden and its architecture and collections, the Society makes the property available for events. The museum site, including its three buildings, is staffed throughout each event with guides and volunteers who may disseminate information about the buildings and gardens and their history.***

Rental Party \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Event Date \_\_\_\_\_ Event hours \_\_\_\_\_ to \_\_\_\_\_ (see note #1)

Number of Guests \_\_\_\_\_ (see note #2)

The National Society of The Colonial Dames of America in the State of New Hampshire (owner) (NSCDA-NH) hereby authorizes the individual or organization named above (the Renter) to use, on the date, during the hours, and with the estimated number of guests specified above, the Garden and/or the Warehouse of the Moffatt-Ladd House for a social event. The Renter agrees to observe all parts of the Requirements for Rental Use Form attached. The charges are based on a fee of \$400 per hour for the Garden.

A non-refundable down payment of 50% of the total estimated cost of your event \_\_\_\_\_, payable to NSCDA-NH, is due upon completion of the Rental Reservation Form.

Date received \_\_\_\_\_ Check # \_\_\_\_\_ Amount: \_\_\_\_\_

The non-refundable balance of the rental fee as well as a separate, refundable damage deposit of \$400.00 is due 6 months prior to the event. The damage deposit will be refunded only after the NSCDA inspects the premises. The deposit shall be held to cover any damages caused by any member of the Renter's party, and any subcontractor or agent of the Renter, for any damage resulting in any way from the event. The deposit will be returned upon inspection after the event provided that no damage has occurred and that the Renter has complied with the terms of this agreement and the Requirements for Rental Use.

Date received \_\_\_\_\_ Check # \_\_\_\_\_ Amount: \_\_\_\_\_

\_\_\_\_\_  
Initials of Rental Party

**The remainder of the cost of the event \_\_\_\_\_ must be received no later than 6 months prior to the event.** The entire amount shall be considered earned in the case of cancellation after the balance due date, and will not be refunded.

The event is the sole responsibility of the Renter, and the Renter is responsible for any and all liability, cost, claim, damage, or expense for any actual or alleged personal injury or property damage arising out of the Renter's use of the premises. The Renter expressly agrees to hold harmless the NSCDA-NH from each loss, liability, cost, expense, claim, or demand arising out of or connected with the use of the premises by the Renter and shall promptly reimburse the NSCDA-NH for any such amount and resulting attorney's fees and expenses incurred by the NSCDA-NH.

The Renter is responsible for any damage caused to the premises by the Renter or his/her/its guests or agents, and the Renter shall promptly reimburse the NSCDA-NH for the repair of any such damage.

The attached REQUIREMENTS FOR RENTAL USE is made a part of this Agreement. Any violation of the REQUIREMENTS FOR RENTAL USE will result in the forfeiture of the Renter's damage deposit.

NOTE 1: Requirements for Rental Use #12- "event shall finish and...be off the premises by 10:30pm."

NOTE 2: Rental Reservation Form- "Absolute maximum number of guests shall not exceed 125." The NSCDA-NH reserves the right to turn away any guests at the event over the number 125.

NOTE 3: Any additional fees must be paid at the conclusion of the event by the Contact Person for the Rental Party or another designated payer.

We make our grounds available for rentals, but our mission and highest priority is the preservation of our historic property and its collections. **By initialing here, the renter acknowledges his/her understanding that maintenance or restoration work on our buildings may be ongoing during the time of her/his event.** \_\_\_\_\_

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature for NSCDA-NH

\_\_\_\_\_  
Date