## Johnson House Historic Site, Inc.

## **Building Use Agreement**

•	•			House Historic Site				,				
6306 Germantown Avenue, Philadelphia, PA 19144, and						Name (person or organization, hereafter known as User)						
at												
Stree	et				City				State	Zip		
will tak	e effect on	of		2014 at		and will o	continu	e till				
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Day		Month	2014 at	Time		• 0 11 0 111 0	-	Time	(minimum	4 hrs.)	
Contact	name:				P	Phone: _(	)					
_	s to User are fo		imum four-	hour period. The cl	narges for	each additio	onal ho	ur bey	ond min	nimum, or	portion	
				Additional hours						Additional		
				or portion thereof						or portion		
Office/L	ibrary		\$150	\$25		n premises*		\$25 j	per hour	\$30 per	hour	
Parlor			\$250	\$50	*Require	d						
	facilities		\$150	\$35								
Dining I	Room		\$150	\$25		chair set up		\$35				
Lawn			\$600	\$150	Table and	chair tear do	own	\$35				
WHERE	EAS during term	of use	User desires	to use for agreed fee:		arlor □Dir ffice/ Library				Initials		
WHERE		-		to use the building fo	r the purpos	se of the following	ng terme	and c				
				pı	ovided illai	. the followin	ig terms	and c	onunion	s are met.		
1.	User agrees to p for Director on	premise	IS \$ es (minimum	for the use of agreed 4 hours). Total agreed	eed premiso ed usage fee	es and/or eque is \$	iipment. barin	. In ad ig addi	dition, a itional ex	required \$2 xpenses.	25 per hour	
2.	Deposit of 25% of estimated total amount is due at time of signing. An additional 25% payment is due two weeks prior to the start of the event with all monies due and collected before premises will be rendered for use. Any subsequent charges or additional fees must be paid no later than one week after usage date. Delinquent payments will incur an assessed 10% fee. This fee will continue to incur for every 30 days or portion thereof payment is delinquent.											
3.				e premises for any ur g the above described		ooses, and wi	ill obey	all the	laws, ru	lles, and reg	gulations of	
4.	User agrees to a	bide by	all rules or r	egulations for the use	e of the prei	nises that are	e contain	ned in	this agre	eement.		
5.	User will provide premises. The c	de a cer ertificat	ificate of ins	arries liability insurar urance to JHHS at le te will indicate that U ect to the use by User	ast seven da ser has mad	nys prior to th de Johnson H	he date u House H	upon v istoric	vhich the	user begin	s to use the	

(including JHHS's agents, employees and representatives) or otherwise.

6. User agrees to hold harmless, underwrite, and defend JHHS (including JHHS agents, employees, and representatives) from any and all liability for injury or damage including but not limited to bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of JHHS

- 7. User agrees to abide by JHHS's no smoking, no drugs, no gambling, no weapons and no pets (other than working dogs) policy. Responsible alcohol consumption and service is limited to only consumption of beers and wines, no hard liquor or mixed drinks. User accepts full liability for any occurrences as a result of the serving of alcohol. See paragraph 6.
- 8. A board director (or designated other) will open and close for the function, adjust the heat, be present during use, and inspect the building before and after use. Only the trustee on the premises may change the thermostat. \*Said trustee will be compensated as indicated above.
- 9. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including bathrooms, entrances, and exits, immediately after use. Failure to meet this condition will result in a 10% additional cleaning fee added to the total rental.
- 10. No furnishings may be moved without approval of the Director on premises. If you need additional items, put them on your application, and it will be discussed with the Board of Directors.
- 11. No nails, tacks, or tape are to be used on any wall or furnishing.
- 12. All groups must vacate the building by no later than 10:00 p.m. unless prior approval has been applied for and granted. Failure to do so will result in additional stipulated fees.
- 13. All incidents of damage must be immediately reported to the trustee on the premises. The User is responsible and will be charged for damage to property or furnishings. Payment for any such damages must be received by JHHS within 30 days after User's event. Should User fail to comply an additional 10% penalty fee will be assessed to cost of damage for each 30 days or portion thereof until balance is collected.
- 14. All additional fees are due paid in full no later than 30 days after User's event. Should User fail to comply an additional 10% penalty fee will be assessed for each 30 days or portion thereof until balance is collected.
- 15. This agreement may be cancelled unilaterally by either party with a 14-day written notice to the other party. Should user cancel with less than 14 days' notice they will forfeit 25% of the total estimated cost stated in paragraph 1.
- 16. \*\*Children 12 years old or younger from User's group must be supervised by a responsible adult 21 years of age or older at all times. A group with more than 10 children needs one additional adult supervising every 5 or less additional children. Likewise, a group with youths 18 years old or under requires the presence of at least one responsible adult for supervision at all times. A group with more than 10 youths needs an additional adult supervising every 5 or less additional youths.
- 17. Fundraising events of not-for-profit organizations will be reviewed on an individual basis.
- 18. JHHS has the right to refuse usage for any reason. The Board of Directors will make such decisions.
- 19. JHHS and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If JHHS and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitrations Association for final resolution.
- 20. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

User has reviewed and agreed to terms of agreement on this _	day of Day	Month	2014	
JHHS:(Please print name)	User:		print name)	
Signature	Signature			
Title with IHHS	Title with	User		