



The DUMBARTON HOUSE

### EVENT CONTRACT

WHEREAS, *The National Society of The Colonial Dames of America (The National Society)* is a 501(c)(3) tax-exempt charitable organization whose purposes include the presentation and restoration of buildings connected with the early history of our country; and

WHEREAS, *The National Society* also exists for the diffusion of intelligent information of the past to create popular interest in our Colonial history and stimulate a spirit of true patriotism; and

WHEREAS, *The National Society* operates Dumbarton House as a museum open to the general public and dedicated to the history of early America;

WHEREAS, Dumbarton House may be rented from *The National Society* for appropriate uses by any corporation, organization, or individual; appropriate uses may include receptions, dinners, luncheons, wedding ceremonies and receptions, teas, in addition to meetings, conferences, seminars, programs or other approved private functions. All rental requests are subject to evaluation on the basis of intent, event plans, property, scheduling, staffing needs and availability. All potential contracting parties are required to visit Dumbarton House by appointment before reserving a date. Dumbarton House reserves the right to refuse any prospective rental which will interfere with any NSCDA programs or policies respecting the maintenance of the property;

WHEREAS, *The National Society* wishes to stimulate and enhance public awareness and appreciation of our nation's Federal history and expose more individuals to Dumbarton House by making the property available outside of museum hours; and therefore, at all events the museum will be staffed by Event Supervisors and the Contracting Party and guests will be encouraged to view the museum and grounds, and learn the story of Dumbarton House, one of the few remaining links in our Nation's Capital to its earliest history; and:

WHEREAS, \_\_\_\_\_ (**Contracting Party**), wish/es to use Dumbarton House for a \_\_\_\_\_ event for up to \_\_\_\_\_ guests;

NOW THEREFORE, the parties intending to be so bound hereby agree as follows:

#### AGREEMENT

##### Date of Event; Fees

This contract is for the use of the Dumbarton House premises at 2715 Q Street, NW, Washington, DC 20007, as defined and with the limitations specified below, on \_\_\_\_\_ (day), \_\_\_\_\_ (month) \_\_\_\_\_ (date) \_\_\_\_\_ (year). **The rental fee for this event is \$ \_\_\_\_\_ per hour for \_\_\_\_\_ hours of usage that must include at least two hours of preparation and one hour of clean-up, from the hours of \_\_\_\_\_ PM to \_\_\_\_\_ PM/AM (FOR A PERIOD OF TIME NOT TO EXCEED \_\_\_\_\_ (# of) HOURS OF GUEST TIME, \_\_\_\_\_ PM to \_\_\_\_\_ PM/AM. Event hours may be adjusted with written notification, to serve as an addendum to this contract, at least one month in advance of the event date; additional guest hours may be pre-purchased at a cost of \$ \_\_\_\_\_ per hour. OR, if the event exceeds the hours specified above, either for preparation or guest time, the additional time will be charged at the rate of \$ \_\_\_\_\_ per hour beginning at 16 minutes before expected arrival for set-up, and 16 minutes after expected departure of last guest.**

## Occupancy

Strict adherence to the maximum capacities of the Dumbarton House facilities is enforced in compliance with fire regulations. **The renter is responsible for keeping the number of guests attending the event within the maximum occupancy limits.** At the renter's expense, a tent or tents may be erected to increase occupancy limits. **If a party exceeds 80 persons, the renter is required to secure a tent for the Lower Courtyard, as well as a tent company attendant onsite during the event.** Dumbarton House capacities are as follows:

Belle Vue Room:	120-140 Standing Reception 100 Seated, lecture-style 70 Seated with a band and dance floor 80 Seated without a band and dance floor
Belle Vue Room & Tented Lower Courtyard:	200 Standing Reception 170 Standing Reception with a band and dance floor 150 Seated with a band and dance floor 160 Seated without a band and dance floor

Contracting parties may have the use of Dumbarton House event spaces, defined as follows:

- The Museum's front hall and four first floor rooms (entry point for guests)
- The North Garden (exterior or tented cocktail receptions, and wedding ceremonies)
- The Upper Terrace (exterior or tented cocktail receptions, wedding ceremonies, and dinners)
- The Belle Vue Room (interior cocktail receptions, seated dinners, wedding ceremonies and receptions, lectures, concerts, programs; the total legal occupancy for the Belle Vue Room is 70 guests with a band and dance floor (80 without a band and dance floor).
- The Lower Courtyard (exterior or tented cocktail receptions, seated dinners, wedding ceremonies and receptions for up to 80 additional guests; *tenting is required for 81-200 guests*)

## Date of Event; Staff

The first floor of historic Dumbarton House is open during the cocktail portion of every event. Appropriate use of these Museum rooms, including the first floor central hall, is only permitted with the presence of an Event Guide or Event Supervisor. To ensure the security of the collection, ceremonies or gatherings other than tours are not allowed in any part of the museum. Two Event Supervisors are on site for the contracted time to help facilitate a successful rental event, insuring the safety of guests and the Museum.

The Museum is constantly reviewed for needful interpretive changes, improvements, restoration, and regular repair, to develop the most authentic early 19<sup>th</sup>-century presentation of a grand Federal-era home, thus there is always one or more maintenance or preservation projects or ongoing work. On the day of your event, the Museum's interior and exterior may not look the same as the first or last time you viewed it, but we make every effort to present the Museum's interior/exterior at its best.

Please note that Event Staff are not responsible for encouraging and/or enforcing the departure of guests by the contracted time, nor of reminding hosts of the time constraints for which they have contracted.

### Payments

**A deposit of one hour's worth of time (see page one, last paragraph) is due at the time this contract is signed; 50% of the rental fee is due within two weeks thereafter (and the initial deposit then serves as a security deposit, refundable as provided below). Final payment is due \_\_\_\_\_ months (30-90 days) prior to your event date.** If payment is not made in accordance with this paragraph, Dumbarton House shall have the option to declare the contract null and void with written notice to that effect to the Contracting Party. **NOTE: All payments are requested to be made by check to "Dumbarton House" (payments by credit card may be made, but checks are preferred).**

### Approval of Caterer

If applicable, the Contracting Party may select a caterer from the Dumbarton House preferred list or may contract with a company of their choice; however, all caterers working at Dumbarton House must have a current certificate of insurance (aggregate \$2,000,000.00 coverage) on file at Dumbarton house prior to catering the event concerned. **NOTE: While caterers and other vendors may be selected at the renter's discretion, tent providers may not be (currently, only one tent vendor, Sugarplum Tent Company is Preferred).**

a) In order to achieve a smoothly-run event and avoid damage to the Dumbarton House premises, the Contracting Party must advise Dumbarton House not later than 3 weeks prior to the event date of the individual or firm chosen to cater the event. The choice of caterer is subject to approval by Dumbarton House.

b) If the Contracting Party selects a caterer who has not previously catered an event at Dumbarton House, the caterer must meet with the Marketing & Events Manager to tour the site and become familiar with the overall layout of the premises and the facilities available to the caterer. The Marketing & Events Manager will also provide a copy of the "Caterer's Rules & Regulations" and "Caterer's Checklist."

c) Approval of the choice of caterer is not final until the Marketing & Events Manager has on file a current certificate of insurance applicable to that caterer evidencing \$2,000,000 aggregate insurance.

**d) If the number of guests at a seated dinner event is expected to exceed 80, or at a standing reception is expected to exceed 140, the Contracting Party must arrange for a tent to be erected in the lower courtyard.**

**e) The caterer may require the rental of a kitchen tent if the Dumbarton House kitchen is not sufficient to support needs for the Contracting Party's event.**

**f) The Contracting Party must secure a single event liquor license (or must arrange with the caterer to utilize the caterer's license).**

**g) No red beverages (wines, red cranberry juices, dark pink or red sodas) are permitted on any bars, but are permitted when part of a seated dinner service. No food or beverages are permitted in the museum.**

### Permissible Activities and Uses; Restrictions

a) The Dumbarton House premises may not be used for any purpose that is inconsistent with its mission or the mission of *The National Society*.

b) Permissible use of the museum portion of Dumbarton House, which for purposes of this contract includes the Visitors' Center, means viewing the rooms and exhibits only in the company of museum guides or staff. Within the museum portion of Dumbarton House, only a Dumbarton House staff member may move or touch any object, and nothing may be placed upon the museum furniture. The Contracting Party, its guests, caterers and other participants are not permitted entrance to rooms or spaces that are roped off or marked by a "closed" sign, unless accompanied by a staff member. The second floor is not open during rental events.

c) It is never permissible to charge admission, conduct raffles or auctions, give door prizes, maintain a cash bar, or sell articles at the event to which this contract applies.

d) Decorations for indoor spaces must be approved by Dumbarton House. Organic materials (such as floral arrangements) may not be used inside the museum spaces. In no case may tape (of any kind), wire, screws, nails, or similar fastener be used on the interior walls, doors, or exterior terraces, walls and doors. Flooring or staging may not be placed on any exterior or interior location without prior permission and arrangement, and without the use of protective covering.

e) Smoking is prohibited in all indoor spaces at Dumbarton House, and is only permitted in specified outdoor locations designated by Smokers' Outposts. Lighted candles are permitted on tables in the Belle Vue Room (reception room) or on exterior tables and stairwells. Any outside lighting using a flame must be covered to protect against extinguishment.

f) Children attending the event must be under the close supervision of a relative or other adult at all times. If a substantial number of the guests will be children, the museum portion of Dumbarton House will be shown on a tour led by Dumbarton House guides or staff, with one or more adult guests to assist in supervising, at an agreed upon time during the event, and thereafter closed for the duration of the event.

g) Photography is not permitted within the rooms of the first floor of the museum (due to licensing agreements with artifact owners), and is only permitted inside the front hall and front hall staircase of the Museum's historic spaces.

h) No food or drink of any kind is permitted to be consumed, delivered, or carried within the museum portion of Dumbarton House, either by guest or caterer.

i) As provided in the Code of the District of Columbia, music may not exceed a decibel level of 75 dB. Additionally, regarding music:

- Acoustic instruments may play in the museum during the arrival of guests, if desired.
- No electronic or battery amplified music is allowed outside or in the gardens of Dumbarton House including the lower courtyard, after 8:30 pm. This applies to stereos, electronic pianos, and any other instruments or equipment requiring a microphone, speaker, or batteries, or are plugged into an electrical source.
- A band or DJ may set up only inside the Belle Vue Room if dancing is to occur beyond 8:30pm; however, **all amplified music must end by 11:30 pm.**

j) **No red beverages (wines, red cranberry juices, dark pink or red sodas) are permitted on any bars, but are permitted when part of a seated dinner service. No food or beverages are permitted in the museum.**

k) Flower arrangements are not permitted inside historic Dumbarton House, specifically the first floor Museum.

l) **The throwing of material such as rice, bubbles, birdseed, flower petals, confetti, and the use of sparklers, are strictly prohibited on the Dumbarton House premises.**

#### Parking/Transportation/ADA Access

Limited parking is available only for vendors' vehicles in the lower parking lot, entrance off 27<sup>th</sup> street, or special needs guests. Two-hour street parking is available in the residential neighborhood (Sundays, parking limitations are lifted).

The Contracting Party is encouraged to utilize licensed valet parking companies for their guests – now regulated by the District of Columbia Department of Transportation -- or to provide advanced notice to their guests that taxis should be used. Licensed transportation companies may be used to shuttle guests in mini-buses (full-size motor coaches are not recommended for use in Georgetown) to Dumbarton House.

Special arrangements for guests requiring special assistance can be made in advance. There is handicapped access into Dumbarton House from the lower parking lot (entrance is off 27<sup>th</sup> Street,) and all floors and terraces are accessible by use of the elevator.

#### Cancellation by Contracting Party; Refund

The Contracting Party may cancel this contract by giving written notice to Dumbarton House. If such notice is received --

1) more than 180 days (six months) before the date of the event specified above, security deposit and 50% of rental fee will be retained and no final payment will be due. A refund for 50% of the rental fee will be made only if Dumbarton House is able to book an event of equal value for the date specified above.

2) less than 180 days (six months) before the date of the event specified above, the deposit and rental fee will be retained. A refund for 50% of the rental fee will be made only if Dumbarton House is able to book an event of equal value for the date specified above.

#### Insurance (separate from requirement for caterers' insurance)

**The Contracting Party must obtain a *Certificate of Liability* insurance for bodily injury and property damage with a combined single limit of no less than \$1,000,000. The insurance policy must be in effect for the date of the event specified above and, if the event will not end before 11:00 p.m., for the following day to allow for take-down, cleaning, etc., and must name *The NSCDA and Dumbarton House, 2715 Q Street, NW, Washington, D.C. 20007*, as an additional insured. An appropriate certificate of insurance must be delivered to the Marketing & Events Manager no later than 21 days before the date of the event, or, if this contract is signed within 21 days of the event, at such time as may be agreed upon by the parties.**

The Contracting Party will be held financially responsible for any damages caused by its guests. Children are permitted at Dumbarton House events under the supervision of a parent or guardian. While the museum is open, during the cocktail hour, children must remain within arms' distance of their parent or appointed guardian.

#### Indemnification

The Contracting Party agrees to indemnify and hold harmless *The National Society and Dumbarton House* from liability, claims, damage, loss, or expense (including attorneys' fees and court costs) caused by the use of the Dumbarton House premises by the Contracting Party, his guests or other invitees, or his agents (such as caterers, musicians, or others working for or with the Contracting Party).

#### Events or Effects That Cannot be Reasonably Anticipated or Controlled

a) Neither *The National Society/Dumbarton House* nor the Contracting Party shall be liable for damages, including consequential damages, for failure to perform in whole or in part by reason of events or effects that cannot be reasonably anticipated or controlled (as defined in paragraph (c)).

b) If an event is canceled because of an event or effect described in paragraph (c), a complete (or if the cancellation is partial, a pro rated) refund will be made to the Contracting Party no later than 30 days after the cancellation occurs. Partial nonperformance or partial cancellation excused by this provision shall not excuse payment by the Contracting Party of any amount due.

c) As used in this paragraph, "events or effects that cannot reasonably be anticipated or controlled" include acts of God, fire, weather conditions, power failures, strikes, riots, embargos, or regulations of the United States Government (including liquor license requirements) or any other civil or military authority, terrorist acts or any other condition beyond the reasonable control of *The National Society* or of Dumbarton House or of the Contracting Party.

### Responsibility of the Contracting Party; Security Deposit

a) The Contracting Party is responsible for maintaining and leaving the Dumbarton House premises in as good and clean a condition as they were immediately prior to the Contracting Party's use. The Contracting Party agrees to be fully responsible for the loss or destruction of any real or personal property located on the Dumbarton House premises, and to pay the full cost of repairs for damage to the premises, or to any personal Dumbarton House property on the premises, caused by the Contracting Party, his guests or other invitees, or his agents.

b) Dumbarton House may retain so much of the security deposit as may be necessary for the:

- purchase of an overtime hour (if guests, not vendors, remain on premises 16 minutes past the contracted end of guest time;
- clean-up which the Contracting Party's agents failed to perform;
- any damage or destruction of the type described in paragraph (a).

c) If any such destruction or damage is caused by the caterer or its employees or agents, Dumbarton House will attempt to recover its damages from the caterer. If its reasonable efforts (not including litigation) are unsuccessful, the Contracting Party's responsibility under the terms of this contract will be enforced.

**d) The Contracting Party acknowledges the reading and agreement to comply with all of noted rules and restrictions by the signing of this contract. Dumbarton House will have the right to withhold any portion of the security deposit, following the event, if there is any violation of the aforementioned Restrictions (page 4).**

e) Within 30 days after the date of the event, the security deposit, or so much as was not used under paragraph (b), will be refunded to the Contracting Party if there are no other claims against or outstanding obligations of the Contracting Party.

### General Provisions; Definitions

a) This contract shall be governed and construed in accordance with the laws of the District of Columbia.

b) This contract may not be assigned, in whole or in part, by the Contracting Party without the prior written approval of Dumbarton House.

c) This contract and its attachments constitute the entire understanding of the parties and may only be amended in writing signed by both parties.

d) As used in this contract --

1) "Dumbarton House", when used to refer to the nonprofit organization rather than the real property, includes, in addition to its Marketing Manager, the Executive Director and any other staff member of Dumbarton House designated by the Executive Director or by the Marketing Manager to act in place of the Marketing Manager;

2) The "Dumbarton House premises" include the grounds surrounding the buildings, including the terraces and parking lot; and

3) The references to *The National Society* and to Dumbarton House, when used in provisions relating to insurance, liability, or indemnification, includes any affiliated organizations designated in writing in advance by *The National Society* and their officers, directors, members, employees, agents, and representatives.

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**Contracting Party:**

Signature(s): (1) \_\_\_\_\_ (2) \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name(s): (1) \_\_\_\_\_ (2) \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: #1: \_\_\_\_\_ #2: \_\_\_\_\_

Phone: C- \_\_\_\_\_ O- \_\_\_\_\_ H- \_\_\_\_\_

Fax: \_\_\_\_\_

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**The National Society:**

Signature: \_\_\_\_\_

Date Contract Confirmed (and Copy Sent to the Contracting Party): \_\_\_\_\_

Printed Name: Melissa H. "Missy" Groppe Email: Events@DumbartonHouse.org

Phone: O-202-337-2288, x230 Fax: 202-337-0348

Title: Marketing & Events Manager, Dumbarton House