

HD SOUTH  
10 S. Gilbert Rd.  
P.O. Box 1484  
Gilbert, AZ 85299  
480-926-1577

Gilbert Historical Society and HD SOUTH's Facilities Use Guidelines

BCFAA Facilities

INTRODUCTION

Thank you for your interest in using our facility. Located in Gilbert's Heritage District, HD SOUTH is an ideal location to host your private event. Because of the uniqueness of our collection and our facility which is on the National Register of Historic Places, HD SOUTH does not allow any activity or event which may result in damage or disturbance to the collection or facility. Events that may interfere with public use of HD SOUTH during business hours are prohibited. All activities, events or entertainment at HD SOUTH must be appropriate for the facility and be approved in advance by HD SOUTH. At all times, HD SOUTH programs and activities have priority of facility use. HD SOUTH reserves the sole right to determine appropriate use. There will be no fundraisers, political or religious events without prior approval of the President & CEO. Use of HD SOUTH facilities does not constitute an endorsement of any group, its activities, or its products.

Throughout this document, the terms "HD SOUTH" and "Society" both refer to the Gilbert Historical Society and HD SOUTH (Gilbert Historical Society, Inc.).

HD SOUTH facilities may not be used for events or functions that may conflict with the interest or mission of HD SOUTH. Resolutions of conflicts are at the discretion of HD SOUTH's President & CEO or other authorized agent of HD SOUTH.

Your event may be cancelled if HD SOUTH does not receive the following requirements 30 days prior to your event: A signed agreement, full payment for rental, refundable security deposit, and a certificate of insurance.

SET-UP AND ARRANGEMENTS

**The User is responsible for all set up and clean up. The facility must be left in the condition it was rented, or the damage/cleaning security deposit will not be returned.**

Events must be completed by 11:00 p.m. on Friday and Saturday, and by 10:00 p.m. Sunday through Thursday.

Tables, Chairs, and Equipment

HD SOUTH has 16 six-foot round and 16 five-foot round tables, 288 cushioned folding chairs and AV equipment available for use during your event for an additional fee. Please refer to the Rate and Fees schedule for additional info. When moving tables, chairs, equipment, or furnishings, please avoid dragging items across the floor.

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### Entertainment

Musical amplification in the BCFAA Building is limited to the sound system which is already installed unless approved in writing in advance. Outdoor musical amplification is not permitted during the hours when HD SOUTH is open to the public. All forms of entertainment, equipment and its placement must be reviewed and approved in advance by HD SOUTH.

### Storage

HD SOUTH does not provide any storage. All items needed for your event must be brought in at the time of your setup and removed immediately after your event. HD SOUTH shall not be liable for any loss or damage to items left at HD SOUTH.

### Caterers

Arrangements for food and beverages are the sole responsibility of the User and are not included in the rental charge. Kitchen Facilities are available for an additional fee in the BCFAA Building. This is not an approved catering kitchen. All events open to the public that offer food must be prepared and served by a professional caterer. All applicable state and local laws and health regulations must be followed and are the responsibility of the User.

### Tents and Fixtures

HD SOUTH reserves the right to determine the placement of tents, canopies, bandstands, dance floors, tables and any other fixture that may be used before, during or after the event.

### Other Providers

All arrangements for florists, musicians, etc., are the sole responsibility of the User. All vendors/providers are subject to HD SOUTH's approval and must provide proof that they cover Worker's Compensation and liability insurance for their employees. HD SOUTH welcomes the use of professional party planners; however, no final agreement will be in force until the actual User has met with the appropriate HD SOUTH representative. The User assumes all responsibility for caterers, florists, entertainers, and any other vendor/provider they utilize for their conduct and any damage to or loss of the building, its contents or grounds, and any personal injury incurred by such contractors, volunteers or hired help.

### Deliveries/Pickup

All deliveries of supplies and/or equipment, i.e., cocktail tables, dance floors, etc., must be made on the day of the event at an agreed upon time unless prior arrangements have been made with HD SOUTH. All rental items must be removed immediately following your event. HD SOUTH assumes no responsibility for rental items left in HD SOUTH. Loading and unloading may be done in the interior courtyard parking lot.

### Parking

Parking is available in the Gilbert Elementary School parking lot. Guests will enter the HD SOUTH campus through the west gate.

### Decorations

Nothing may be placed inside or outside on the walls, doors, furnishings, equipment, or windowsills by use of tape, tacks, staples, or nails. Decorations may be hung with removable/damage free hooks. The use of any open flame, including candles, is strictly prohibited in all indoor areas. Electrical connections and special lighting must be approved by HD SOUTH in advance of your rental. If approved, the installation must be done under the supervision of HD SOUTH personnel. All decorations must be removed and/or disposed of immediately following your event.

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### Animals

No pets or other animals are permitted on HD SOUTH grounds or in HD SOUTH buildings at any time for any purpose except for service animals.

### Clean Up

All trash and garbage must be bagged and placed in the outside dumpster by the parking lot drive through gates. All tables, chairs, kitchen equipment, counters, floors, etc. must be cleaned prior to leaving the premises.

### Restrooms

Restrooms are located in the southeast corner of the BCFAA Building.

### Alcohol

Serving of alcohol at any event must be preapproved by HD SOUTH's President & CEO. All applicable state and local liquor laws apply.

### Smoking/Vaping

Smoking/Vaping in any HD SOUTH buildings is strictly prohibited. Guests who wish to smoke/vape must do so outside of the buildings and put all refuse in appropriate receptacles.

## RENTAL AREAS, FEES, AND DEPOSITS

Please refer to our attached fee schedule for specifics. Fifty percent of your estimated rental fee, refundable security deposit and signed Facility Use Agreement are required to hold your selected date and time. **You will be charged for each hour you occupy the rental space. This includes setup and clean up time.**

Please note, the final balance of your rental fee and certificate of liability insurance must be received 30 days in advance of your event to guarantee your rental. If an event is booked less than 30 days out, payment in full for rental fees, refundable security deposit, signed Facility Use Agreement and certificate of liability insurance are required to guarantee your rental. Any additional charges or refunds will be billed/processed separately within two weeks after your event.

### Cancellation

In the event a cancellation is necessary, a full refund of all deposits and use fees (less any expenses incurred by HD SOUTH) will be issued if cancellation is three weeks in advance of your scheduled event. Should your cancellation occur 2 weeks before your scheduled event, 50% of the refundable security deposit and 50% of the rental fee (less actual expenses incurred by HD SOUTH) will be issued. Should you cancel your event less than two weeks prior to your event, the total rental use fees will NOT be refunded and 50% of the refundable security deposit will be issued

### Deposit

The refundable security deposit will be returned by mail to the User within two weeks of the event contingent upon the absence of any loss or damage to Society property as a result of or during the event and the absence of any fees owed to the Society for rented equipment used but not paid for or other fees owed the Society by the User.

### Printed Material and Publicity

All printed material (invitations, announcements, press releases, etc.) relating to your event must be submitted to HD SOUTH for approval **before** they are put in their final printing stages.

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### Conduct

The User shall conduct the event in an orderly manner, in full compliance with applicable laws and regulations. HD SOUTH reserves the right to regulate any conduct it determines, in its sole discretion, to be disorderly. This includes up to the event and closing the event, closing specific areas of HD SOUTH, and/or closing HD SOUTH in its entirety. The User assumes full responsibility for the conduct of all persons attending the event and for any damage caused either directly or indirectly by the User, the User's guests, or invitees in connection with the event. HD SOUTH reserves the right to eject any person or persons who fail to conduct themselves in the best interest of HD SOUTH. HD SOUTH's authorized agent is the final arbiter of all questions regarding the use of the property before, during, and after the event.

### VIOLATION OF GUIDELINES

Violation of these guidelines may result in the forfeiture of the refundable deposit and/or cancellation of the event without penalty to the Society. If the event is cancelled due to violation of these guidelines or the Letter of Agreement, any rental fees paid are not refundable. Further, the User must pay any additional charges or fees charged by the Society for services, materials or equipment provided, damage to or loss of Society property resulting from or during the event, and any legal fees incurred by the Society in its effort to seek payment or responsibility from the Renter. HD SOUTH reserves the sole right to determine appropriate use and to interpret these guidelines. Failure to insist upon strict compliance with any term, covenant, or condition of these guidelines or any agreement between User and the Society shall not be deemed a waiver of such term, covenant, or condition.

### INSURANCE AND LIABILITY

The User must demonstrate public liability coverage of at least \$1,000,000. A certificate of insurance naming the Gilbert Historical Society, Inc. and HD SOUTH as additional insured parties must be provided to HD SOUTH **30 days prior to your event**. You will not be allowed to hold your function at HD SOUTH without this required certificate of insurance. Such a certificate must be issued at no cost to HD SOUTH. The liability certificate must also state that HD SOUTH will be held harmless with respect to any liability arising out of or resulting from use of HD SOUTH facilities.

HD SOUTH will not be liable to the User, its guests, agents, performers, or employees for any personal or professional property. Additionally, it is the sole responsibility of the User to follow all applicable local, state, and federal safety rules and regulations and to maintain safe conditions for workers, activity patrons, guests, and the public.

Recommended contact:

Jän Simon

480-243-3716

jsimon@found-ins.com

It is imperative that you read and fully understand the rental agreement you will be signing as it is a legally binding document. Please be advised if you do not meet all the requirements mandated by the Gilbert Historical Society and HD SOUTH and this rental agreement, you may be denied rental privileges at our facility. If you have any questions or require additional information, please call 480-926-1577.

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FACILITIES USE AGREEMENT/INDEMNIFICATION

Letter of Agreement

The Gilbert Historical Society, Inc. (hereafter referred to as the "Society") and its HD SOUTH located at 10 S. Gilbert Road, Gilbert, AZ is hereby reserved as follows:

Event Description: \_\_\_\_\_ Date: \_\_\_\_\_ No. of Guests \_\_\_\_\_

- 1. Set-up time begins: \_\_\_\_\_
- 2. Event start time: \_\_\_\_\_
- 3. Event end time: \_\_\_\_\_
- 4. Cleanup end time: \_\_\_\_\_

Area(s) to be used: \_\_\_\_\_

Name of Organization/User \_\_\_\_\_

Authorized Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Apt/Suite: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Rental Fee Schedule for this event are as follows:

Hourly Rate: \_\_\_\_\_ # Hours Reserved (incl. setup/cleanup) \_\_\_\_\_ Additional Fees: \_\_\_\_\_

Total Rental Fee: \_\_\_\_\_

Refundable Security Deposit Paid: \_\_\_\_\_

Due at Signing of Agreement: \_\_\_\_\_

Total Due 30 Days Prior to Event: \_\_\_\_\_

Deposit Returned: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This reservation will be confirmed upon receipt of this Letter of Agreement signed by the User, the refundable security deposit and accompanied by 50% of the above rental fees. No facilities will be reserved until these are received by HD SOUTH. This letter of agreement is not binding until accepted by HD SOUTH's President & CEO. Checks are to be made payable to the Gilbert Historical Society (please note "HD SOUTH Facility Rental" on memo line). The remaining balance of the rental fees and certificate of liability insurance will be due 30 days prior to the event. The refundable security deposit will be returned by mail to the User within two weeks of the event contingent upon the absence of any loss or damage to Society property as a result of or during the event and the absence of any fees owed to the Society for rented equipment used but not paid for or other fees owed the Society by the User.

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The User acknowledges they have received and read a copy of the Gilbert Historical Society and HD SOUTH's Facilities Use Guidelines and agrees to comply with its terms including payment of any additional charges or fees due under such guidelines. Violation of the guidelines may, at the Society's discretion, result in the forfeiture of the refundable deposit and/or cancellation of the event without penalty to the Society.

The User agrees to assume full financial responsibility and liability for any damage to or loss of the building, its contents, or grounds at 10 S. Gilbert Rd, Gilbert, AZ, and any personal injury incurred during or as a result of the event.

The Society shall be excused from performing any obligations under this Letter of Agreement when such performance is prevented, delayed or hindered by act of God, fire, flood, war, explosion, inability to procure labor, equipment, materials, or supplies, failure of transportation, strike, or other causes, whether enumerated herein or not, beyond the control of the Society. Further, the Society shall be excused from this Letter of Agreement if, in the opinion of the Society or its authorized agent, any portion of the property necessary to the intended use has become unsafe or unsuitable for such use. In such an eventuality, the proposed event may be rescheduled for a date mutually acceptable to the Society and the User.

The User warrants and represents that the undersigned is an authorized agent acting on behalf of the User and further assumes all responsibility for any liabilities incurred by the undersigned in the name of the User.

Changes, deletions, or additions to this Letter of Agreement are not valid unless signed or initialed by the User and HD SOUTH's President & CEO.

Indemnification

Facility user shall indemnify, defend and save harmless the Gilbert Historical Society and HD SOUTH from any and all claims, demands, suites, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the Gilbert Historical Society and HD SOUTH on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in any part, by reasons of any alleged act, omission, professional effort fault, mistake or negligence of Facility User, their employees/members, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, arising out of Worker's Compensation claims of employees/members of Facility Users and/or their subcontractors or claims under similar laws or obligations. Facility User's obligation under this section shall not extend to any liability caused by the sole negligence of the Gilbert Historical Society and HD SOUTH or their agents, officials, and employees.

Understood and agreed upon by:

\_\_\_\_\_  
User Signature Date

Print name \_\_\_\_\_

Accepted and agreed upon by:

\_\_\_\_\_  
Denise M. Lopez, President & CEO Date  
HD SOUTH  
Phone: 480-926-1577  
Email: denise@hdsouth.org

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