



The Brennan House & Gardens
RENTAL CONTRACT

The Brennan House, in the heart of downtown Louisville, is a unique rental venue. This exceptional Victorian Era home exemplifies the style and elegance that dominated the post-Civil War generation. Brennan House has been named a Louisville Historic Landmark and is listed on the National Register of Historic Places. The staff of the Brennan House looks forward to assisting you with any inquiries you may have concerning the utilization of this distinctive setting for your event. When planning your event please remember that Brennan House is a historic site with a unique collection to be preserved as an educational resource for the future.

AGREEMENT BETWEEN

CLIENT		Preservation Louisville, Inc. DBA The Brennan House, Inc.	
Client Name:		Venue Name:	The Brennan House
Title:		Address:	631 South Fifth Street
Company Name:		City, State, Zip:	Louisville, KY 40202
Address:		Representative:	Marianne Zickuhr Lewis
City, State, Zip:		Title:	Executive Director
Phone:		Phone:	502.540.5146
Fax:		Fax:	502.540.5165
Email:		Email:	director@PreservationLouisville.org

EVENT CONTRACT: _____ **CONTRACT DATE:** _____

Date of Event _____ Event Type _____

Arrival time _____ Event start time _____ Event end time _____

Number of Guests _____ Final Payment Due Date _____

ADDITIONAL CONTACT INFORMATION

Name _____ Name _____

Address _____ Address _____

City _____ City _____

State _____ State _____

Zip _____ Zip _____

Telephone _____ Telephone _____

Email _____ Email _____

Booked by _____ Date Booked _____

Thank you for selecting **THE BRENNAN HOUSE** to host your event. We look forward to working with you to make your event a success.

Please review the information carefully. If everything meets with your approval, please sign and return along with any required advanced prepayment. The Brennan House will hold the space on a **TENTATIVE** basis until the **Due Date**. Meeting/Event space may be released without notification, if the Brennan House has not received the signed contract and the specified prepayment by the due date.

PRESERVATION

The preservation of the Brennan House is the first consideration of the staff during all activities taking place on this property. Many of the items in the Brennan House are delicate and priceless. The staff reserves the right to **terminate an event** if its guidelines are not followed or if, in their opinion, the house or its collection is endangered. All decisions by the staff are **final** and are based on the need to preserve this historic landmark. Brennan House and grounds are available for rental at the discretion of the Brennan House Executive Director, and availability.

MINORS

For events involving minors (persons under 18) a ratio of one adult (18 or older) to three (3) minors must be maintained. For all events, all children under the age of 18 **must be supervised** by a responsible adult **at all times** in order to ensure that they do not in any way harm themselves or accidentally damage exhibition and collection contents. The Brennan House staff reserves the right to **terminate an event due to the actions of a minor, due to lack of supervision of minors, or to have a minor removed from the property** if its guidelines are not followed or if, in their opinion, the house or its collection is endangered.

Client Initials _____ *Brennan House Initials* _____

RENTABLE SPACE

As the Brennan House is a historic landmark, many spaces are restricted and are not for public access or use. Rental access is limited to certain areas. Areas available for rental are: the Parlor, Dining Room, The Francis Ronald Room, and/or Garden.

CAPACITY

The Garden and useable house space:..... 200 Guests – Standing room
The Garden:..... 100 Guests – Seated Reception
The Garden:..... 150 Guests – Standing Cocktail/Hors D’oeuvres
The Garden:..... 120 Guests – Seated Ceremony
The Francis Ronald Room: 12 Guests – Seated Reception
The Francis Ronald Room: 20 Guests – Standing Cocktail/Hors D’oeuvres
The Francis Ronald Room: 30 Guests – Bar space/event overflow
The Parlor 28-30 Guests – Seated Reception
The Parlor 40-50 Guests – Standing Cocktail/Hors D’oeuvres
The Parlor 50 Guests – Seated Ceremony
The Dining Room:..... No Guests – For Food Service Purposes Only

FIRE CODES/MAXIMUM OCCUPANCY/NEED FOR TENT

In the event Client has an outdoor event with guests in excess of fifty (50), Client must rent a tent from Derby City Tent Rental. For fire safety purposes, **no more than fifty (50) persons may be inside the Brennan House**. Client assumes all risk and liability related to the use of the tent. The Brennan House shall not be liable in tort or in contract for any loss or damage, direct, incidental or consequential arising out of the use of the rental tent.

If rain or other inclement weather occurs during your event and there is a need for guests to take shelter, no more than fifty (50) guests are allowed to enter the Brennan House. This number has been established by the Fire Marshall and is outlined in current fire codes. The tent rental requirement has been established to accommodate Client and its guests in case of rain or other inclement weather.

RENTAL RATES

The Brennan House Inc. rental rates are subject to change on holidays and special events. Multi-day rental discounts are available - please inquire with the Executive Director.

- **Standard Event** [Corporate meetings, luncheons, small events] – Three (3) hour minimum rental period. **Monday – Friday 8:00am – 5:00pm \$100.00 per hour.**
- **Extended Event** [Weddings, Receptions, etc.] – Six (6) hour rental period. **Monday-Thursday evenings \$500.00 / Friday & Sunday \$850.00 / Saturday \$1,000.00.** The six-hour window is inclusive of set-up and clean-up. Clean-up and departure of guests is to be final and complete no later than midnight. Anything over six (6) hours will be billed at **\$100.00 per hour.**
- **Event Home Tour:** Tours of the Brennan House are available for Clients event for an additional charge of **\$100.00.** Tour times must be arranged and scheduled with the Brennan House staff prior to the event.
- **Extended Event Rehearsal/Reception Pre-use \$100.00 an hour**
- **Time outside of the six-hour window rental** [additional time for set-up or clean-up, or rehearsal] **\$100.00 an hour**
- **Facility Personnel Fee:** For events that occur on evenings or weekends there will be a **\$100.00** facility personnel fee.

RENTAL TIMES AND CHARGES DETAIL

	Description	Rental Time	Rental Charges	Client's Initials	Brennan House's Initials
<input type="checkbox"/>	Standard Event				
<input type="checkbox"/>	Extended Event				
<input type="checkbox"/>	Event House Tour				
<input type="checkbox"/>	Extended Event Rehearsal/Reception Pre-use				
<input type="checkbox"/>	Time outside the 6-hour event window				
<input type="checkbox"/>	Wedding Ceremony ONLY \$100.00 an hour (minimum of 3 hours)				
<input type="checkbox"/>	Facility Personnel Fee		\$100.00		
		Security Deposit:	\$200.00		
		Total Rental Charges:			

Events may take place during ‘Regular Hours’ and/or during ‘After Hours’. Regular Hours – between 10:00 am and 11:00 pm, unless otherwise agreed upon in writing.

TABLES/CHAIRS

The Brennan House has a limited number of tables and chairs available for Client use as part of the facility rental fee and service: 5 (5 ft. diameter) round tables, 6 (6 ft. long) rectangular tables, 9 (36" round) cocktail tables, 75 white garden chairs are available. All tables and chairs will be set up and taken down by Client or Client's contracted catering or event staff.

ALL EVENTS MUST CONCLUDE BY 11:00 PM, CLEAN-UP MUST BE COMPLETED, AND ALL GUESTS MUST DEPART THE PROPERTY NO LATER THAN MIDNIGHT, THE DAY OF THE EVENT. STAYING ON PREMISES PAST MIDNIGHT WILL RESULT IN COMPLETE FORFEITURE OF THE SECURITY DEPOSIT.

DELIVERIES

Client must provide the Brennan House with the contact names, phone numbers, and arrival times of all deliveries associated with the event. The Brennan House does not accept responsibility for receiving deliveries and cannot provide any services in connection with deliveries or pick-ups. All pick-ups must be made immediately after the conclusion of Client's event. The Brennan House will not store any items for Client. The Brennan House will not assume responsibility for damage or loss of any merchandise or articles left at the Brennan House

FOOD/DRINK/CATERING

The Brennan House does not restrict catering to a specific list of providers. Caterers used by the Client must be licensed for liability purposes and provide copies of licensing documentation to the Brennan House staff no later than five (5) days before the event. The kitchen space is available to Clients with catering needs. Use of the kitchen space must be prearranged with the Brennan House Executive Director and is subject to availability.

Due to health and safety codes, **kitchen space is strictly off limits to all non-catering related persons.** No Client, Guests, or non-catering related event staff may enter or exit the Brennan House through the kitchen space.

Food and drinks must be strictly confined to the areas rented. Beverage and/or decorative fountains may not be used inside the house but may be set-up outside in the garden or on the verandas in areas designated by the Brennan House staff.

USE OF DINING ROOM

The Dining Room may only be used for food service. If Client wants to use the dining room table (8'x4'), Client must inform Brennan House staff in advance and Brennan House will provide a plastic table pad, and **Client must put two (2) layers of linens on the table. NOTHING very hot or very cold should be placed on the table. If Client does not advise Brennan House staff of Client's intent to use the dining room table and obtain the plastic table pad in advance, Client must line the table with plastic and put two (2) layers of linens on the table.** This prohibition includes anything that will collect moisture. If there are any spots on the table as a result of Client's event, the entire damage deposit will be forfeited by Client and Client will be responsible for charges for any use related damage. The marble side tables may be utilized for very hot or cold items.

Client Initials _____ *Brennan House Initials* _____

SMOKING

Due to Fire hazards on this Historic Property, smoking is strictly prohibited. **Guests should be so informed prior to their arrival.** Guests wishing to smoke may do so only in designated outdoor areas. **SMOKING IS NOT ALLOWED INSIDE BRENNAN HOUSE UNDER ANY CIRCUMSTANCES.** All cigarette butts/smoking-related waste must be placed in appropriate disposal containers. Client will be charged for any required cleaning (including but not limited to the collection of cigarette butts/smoking-related waste) or for damages related to smoking by Client, persons attending the event, as well as any persons employed or contracted to perform any activity related to the rental of the house.

Client Initials _____ *Brennan House Initials* _____

ALCOHOL

Alcohol may be consumed on the property. Red wine may not be served. Kegs of beer are prohibited. **CLIENTS ARE RESPONSIBLE FOR THE CONSEQUENCES OF THE CONSUMPTION OF ALCOHOL BY THEIR GUESTS.**

If alcohol is served, the person serving must be a licensed bartender and have liquor liability insurance. Client agrees to indemnify and hold Preservation Louisville, Inc., doing business as the Brennan House, Inc. harmless from any liability associated with the consumption of alcohol at the Brennan House and will provide a copy of liability insurance to Brennan House staff no later than five (5) days before the event.

The Brennan House reserves the right to terminate alcoholic beverage service at any time if our policies are being abused or State and/or Federal liquor laws are being violated.

Liquor products or glasses may not be handled by anyone under 21 years of age. Only those persons who are 21 or older with a valid ID may be served in our facility, **including bridal parties.**

All beverage service will cease thirty (30) minutes prior to the end of Client’s confirmed rental period unless requested to end sooner.

Client Initials _____ *Brennan House Initials* _____

DECORATING/SIGNAGE/FURNISHINGS AND ARTIFACTS

Because of the historic nature of the surroundings, extra caution must be taken while on the property. Furnishings and artifacts in the spaces rented may not be disturbed or removed. Client shall make no alterations or modifications to the Brennan House. Client agrees to leave the Brennan House in the same condition in which Client received it.

It is understood that the premises will be left in a neat and orderly condition, free of debris or display refuse, no later than the contracted completion date and time. Based on time and labor, a group will incur additional charges for the removal of the group's materials by the Brennan House staff at the close of any event.

Decorations or displays brought into the Brennan House by the guest must be approved prior to arrival. In order to prevent damage to the fine fixtures and many irreplaceable furnishings of the Brennan House, free standing decorations may be utilized but they may not be attached to the fine fixtures, furnishings or to any stationary wall, floor, window, door or ceiling with nails, staples, tape or any other substance. Client will assume all responsibility for any damage to Brennan House premises from such items

Decorations and signage may be put in place the day of the event during the time of the rental, and taken down at the conclusion of the event. It is the responsibility of the Client to make arrangements for pick-up of all rentals with the Director’s approval. The Brennan House is not responsible for, and will not store, any items accidentally left behind.

Client is responsible for having the property and furnishings of Brennan House returned to their pre-rental condition, **including cleanliness. This includes ALL trash being collected, and trash put outside in front of the property at the street in a trash bin, or removed from the premises.**

The Brennan House **will not** supply scotch tape, string, balloons, scissors, extension cords, wire, flower vases or any other small equipment used during any scheduled event taking place at the property.

The Brennan House will supply restroom materials such as toilet paper, paper towels, soap, etc. **The Client, or service providers engaged by the Client such as caterers shall provide trash bags, paper plates, cups, napkins, and all other consumable products and utensils used in the kitchen or other areas to be used by the Client, or contracted service providers (such as catering staff)..**

THE FOLLOWING ARE NOT PERMITTED IN ANY OF THE BRENNAN HOUSE’S RENTABLE SPACES:

- Helium balloons, confetti, bubbles, glitter, adhesive-backed decals, rice, birdseed, fog or smoke generating machines, or plant bed décor.
- Lighting devices using open flames, such as lanterns, torches and tiki or oil lamps.
- Any signs/banners or other items hung on walls, windows or from the ceiling,
- Use of tape, nails, putty, staples or tacks.
- Flammable materials, such as sparklers, straw and hay.
- Aerosol cans such as spray glue, spray paint, etc.

PLEASE MAKE NOTE:

- The Brennan House does not have storage space for decorating items.
- The Brennan House exhibits, displays or plants may not be used, moved or removed for private events.
- Butterflies & Birds may not be released as a part of a wedding ceremony or any other rental event.
- Objects may not be thrown inside in any circumstance. Such objects include, but are not limited to: bouquets, bird seed, rice, confetti, balls, Frisbees, or similar items that may cause damage to the Brennan House or pose a risk of injury.
- Entrances and exits may not be blocked or covered.

CONDUCT/BEHAVIOR

Client will undertake to conduct the Event in an orderly manner in full compliance with applicable laws, regulations and the Brennan House rules. **Client shall be solely and fully responsible for informing its guests of the rules of conduct required for events at the Brennan House. Client shall be fully responsible for the behavior of its guests at all times.**

Client Initials _____ *Brennan House Initials* _____

DAMAGES

The Client entering into this contract is responsible for the actions and/or damages caused by those persons attending the event, as well as any persons employed or contracted to perform any activity related to the rental of the house. Client assumes **full responsibility and liability any damage** done to any part of the Brennan House’s premises during any such time that premises are under the control of Client, or any Client agent, invitees, employees or independent contractors employed by Client.

Client Initials _____ *Brennan House Initials* _____

SECURITY DEPOSIT

A **\$200.00 security deposit** is required to reserve an event date at the house. Please note: this is not a “held” deposit—**Client’s security deposit check will be deposited.**

Refund of the security deposit is subject to successful final inspection of the property by the Brennan House staff at the conclusion of the event; and/or, the vacating of the property prior to midnight on the day of the event, as required herein.

At the conclusion of the event, after the house has been cleaned and inspected and no damage discovered, and provided the property was exited by midnight pursuant herein, the Brennan House will refund the security deposit. The security deposit will be returned by mail within thirty (30) days after the Client's event.

MUSIC/ENTERTAINMENT

If you have contracted with musicians or entertainers for your event, they must bring their own equipment (sound equipment, speakers, amplifiers, microphones, extension cords, music stands, etc.). Amplified live or recorded music is not permitted inside the house. All **volume levels must be approved by the staff.**

All entertainment will cease thirty (30) minutes prior to the end of Client's confirmed rental period. This allows time for dismantling equipment and vacating the premises. Please note: use of bubble/bubble machines, fog and smoke by musicians or entertainers is not allowed. Equipment **may not** be left over night in our facility.

STAFFING

A Brennan House Staff Member must be on-site at all times during the event. For all evening or weekend events, an additional flat staffing fee of \$100.00 will be charged. This Brennan House Staff Member is **NOT RESPONSIBLE FOR AND DOES NOT PARTICIPATE IN THE EVENT SET-UP, SUPERVISION OF EVENT PERSONNEL OR CLEAN-UP ACTIVITIES** beyond insuring the best interest of the Brennan House and Brennan House, Inc.

PAYMENT

To reserve your event date, this contract must signed and submitted with payment for 25% of the total balance shown on page three of this agreement. The remaining balance is due no later than thirty (30) days prior to the scheduled event. In the event that Brennan House does not receive payment in full thirty (30) days prior to the event date, the event will be cancelled and the Client will forfeit the security deposit and any other pre-payments.

Any events scheduled within sixty (60) days of booking are required to return the signed agreement with full payment.

If a cancellation by Client occurs more than ninety (90) days prior to the date of the event, the security deposit is non-refundable. If a cancellation occurs less than sixty (60) days prior to the date of the event, all deposits and pre-payments are non-refundable.

Any payments made with non-sufficient funds will be assessed a \$25.00 processing fee and will be subject to all associated surcharges.

Client will be responsible for all legal fees and costs incurred by The Brennan House for collection of unpaid balances. A 15% surcharge for late payments will be assessed. A service fee of 1.5% per month will be added to all past due invoices, collection fees and/or legal fees that remain unpaid.

RISK OF LOSS

The Brennan House does not assume responsibility for damage or loss of any merchandise, equipment, valuables, or personal articles brought into the Brennan House, or for any items unattended. Client and its guests should not leave valuables unattended.

IMPOSSIBILITY/ "ACTS OF GOD"

The performance of this Contract is subject to termination without liability upon the occurrence of any circumstance beyond the control of the Brennan House – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or other emergencies – to the extent that such circumstance makes it illegal or impossible for the Brennan House to provide, or for Client in general to use, the Brennan House facilities.

The Brennan House does not refund money for events that have been cancelled due to “Acts of God” or inclement weather; however, Client’s event may be rescheduled pending availability. Although the Brennan House has established this policy allowing events to be rescheduled, independent catering companies or other suppliers make their own decisions regarding food and other costs. The Brennan House assumes no liability for any cancellation fees from any of outside service suppliers.

COMPLIANCE WITH LAWS

This Contract is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, and the like. The Brennan House and Client agree to cooperate with each other to ensure compliance with such laws.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Contract is filed by either party, the non-prevailing party in such litigation will pay the prevailing party’s costs resulting from the litigation, including reasonable attorneys’ fees.

INDEMNIFICATION

The Client shall jointly and severally indemnify, defend and hold harmless Preservation Louisville, Inc., doing business as the Brennan House, Inc., its officers, directors, partners, agents, members, volunteers, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) arising out of or caused by or arising from the actions of Client or any of its guests and invitees in connection with the provision of services or the use of the facilities.

In the event of a dispute over a party’s obligations under this indemnification clause, the parties agree to resolve the dispute by mutual agreement of appointed representatives, or by arbitration pursuant to the arbitration clause contained in this Agreement if such dispute cannot be resolved by mutual agreement.

AMERICANS WITH DISABILITIES ACT AND AUXILIARY AIDS

As a Historic property, The Brennan House is not required to comply with public accommodation obligations under the Americans with Disabilities Act. The Brennan House may agree, but cannot guarantee, to make its best effort to accommodate any potential requests. Client agrees if it, or any of its guests, require accommodation or any auxiliary aids, that Client will make a written request to the Executive Director of the Brennan House at least two (2) weeks in advance of the event outlining any needs. Client agrees to be responsible for the procurement and payment of all charges for any and all auxiliary aids.

WEDDING REHEARSALS

A one-hour rehearsal may be scheduled during our regular business hours Monday thru Friday. Rehearsals are limited to the **wedding party only**. Client will be charged for rehearsal time as described in this agreement.

ACCEPTANCE

Client’s signature on this agreement verifies Client’s acceptance of the arrangements as outlined in this agreement. This contract, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by both parties. The undersigned expressly agree and warrant that they are over 21-years old and are authorized to sign and enter into this contract on behalf of the party for which they sign. Where the client is a corporation, unincorporated association, partnership, political, social or private group or other legal entity, the person executing this agreement expressly represents that he/she is authorized to execute on behalf of said organization. This agreement shall be binding on such legal entity.

By signing this agreement, Client acknowledges having read this agreement and agrees to abide by these terms and conditions.

ACCEPTED AND AGREED TO:

Brennan House & Gardens

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Client Initials _____ *Brennan House Initials* _____

CLIENT

**PRESERVATION LOUISVILLE, INC.
DBA THE BRENNAN HOUSE, INC.**

BY: _____
Signature

BY: _____
Signature

Printed Name

Printed Name

Date

Date