



THE HISTORICAL SOCIETY OF FREDERICK COUNTY HERITAGE GARDEN

24 East Church Street
Frederick, Maryland 21701
301-663-1188 • (Fax) 301-663-0526 • (E-mail) ddoxzen@hsfcinfo.org

LETTER OF AGREEMENT

The Historical Society of Frederick County, Inc. (hereafter referred to as the "Society") Heritage Garden (the "Garden") located at 24 East Church Street, Frederick, Maryland is reserved for the following event:

Event Description: _____

Day & Date: _____ No. of Guests: _____

Set-up to begin at: _____ Event begins at: _____ & ends at: _____ Off premises by: _____

Name of Renter: _____

Name of Authorized Agent (if applicable): _____

Street Address: _____

Telephone: _____ E-mail: _____

Event Planner (if applicable): _____ Telephone: _____

Caterer: _____ Telephone: _____

The rental fees for the Garden are as follows:

- Basic rental for the Garden (including access to first-floor restrooms in main building and catering shed): \$500.00
- Refundable deposit: \$150.00
- Additional hours in excess of normal three hours @ \$75.00 per hour: \$_____
- Set-up and use of sound system @ \$50.00: \$_____
- Set-up and use of _____ 12' x 12' garden canopies @ \$50.00 per canopy (6 max.): \$_____
- Additional services as requested and described below: \$_____

This reservation will be confirmed upon receipt of this Letter of Agreement signed by the Renter and accompanied by a non-refundable deposit in the amount of \$100.00. The letters and the deposit check must arrive at the Society promptly to ensure your reservation. No reservation will be honored until that time. This Letter of Agreement is not binding until accepted by the Society's Executive Director. Checks are to be made payable to the Historical Society of Frederick County (please note "Garden rental" on memo line). →

The balance due (based on the basic rental fee plus any additional charges, less the non-refundable deposit paid) and a refundable \$150.00 deposit (over and above the rental fees) is due no later than five days prior to the date of the event. The refundable deposit will be returned by mail to the Renter within five working days 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 Renter.

No event will be allowed to exceed the time specified in this Letter of Agreement without the express approval of the Society through its authorized agent. Upon approval, additional fees may be assessed.

The Renter acknowledges that he/she/it has received and read a copy of the Heritage Garden Rental Guidelines (the "Guidelines") and agree 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 Renter agrees to assume full financial responsibility and liability for any damage to or loss of the building, its contents or grounds at 24 East Church Street, Frederick, Maryland, 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 Renter.

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

Changes, deletions or additions to this Letter of Agreement are not valid unless signed or initialed by the Renter and the Society's Executive Director.

Understood and agreed upon by:

Signature _____ Date

Print Name: _____

Accepted and agreed upon by:

Mark S. Hudson _____ Date
Executive Director
Historical Society of Frederick County

Questions regarding Garden rentals, this Letter of Agreement or the Guidelines should be directed to:

Duane K. Doxzen
Assistant Director
Historical Society of Frederick County
Phone: 301-663-1188
E-mail: ddoxzen@hsfcinfo.org

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RENTAL GUIDELINES

- **USE & ACCESS:** Events will be held only between the hours of 8:00 a.m. and 10:00 p.m. at a scheduled time on a scheduled day. The Heritage Garden (the "Garden") is part of a historic property in an urban residential neighborhood. Therefore, the Renter agrees and is responsible for maintaining an acceptable standard of behavior for himself/herself/itself, as well as his/her/its agents, employees, contractors, guests or other persons. Unlawful, offensive or dangerous behavior and/or noise will not be tolerated. The Historical Society of Frederick County (the "Society"), through its authorized agent, reserves the right to determine acceptable levels of behavior and/or noise on its property at all times.

An authorized agent (usually one or more staff members) of the Society must be on the premises for the entire event, including set-up and clean-up. The Society's authorized agent will open and close the property, provide direction regarding use of the property and provide direction in case of emergency. Further, the Society's authorized agent is the final arbiter of all questions regarding the use of the property before, during and after the event. Changes requested by the Renter not in violation of these Guidelines may be made at the discretion of the Society's authorized agent. The Society's authorized agent may, at his/her discretion, terminate the event at any time if the Renters, his/her/its authorized agents, employees, contractors, guests or other persons are in violation of the Letter of Agreement or these Guidelines or if, in the opinion of the Society's authorized agent, any portion of the property necessary for the intended use has become unsafe or unsuitable for such use.

Unless otherwise agreed upon, use will be limited to three hours for the event plus up to two hours for set-up and one hour for clean-up. Access for set-up must be arranged in advance, and no access for set-up or drop-offs will be provided prior to the time agreed upon. Additional fees will be assessed for events which exceed the agreed upon timetable as stated in the Letter of Agreement. Access for rentals is through the west-facing (main) Garden gate only.

Rental includes use of the Garden, access to first floor restrooms in the main building and use of the catering shed. Use of other areas of the building and property for any reason, unless otherwise agreed upon, is strictly prohibited.

- **CATERER:** The Renter is responsible for providing any and all tables, chairs, linens, glasses, silverware, food, beverages, flowers, entertainment and any other items necessary for the event. If the Renter utilizes the services of any contractor, volunteers or hired help, including but not limited to a licensed caterer, the Renter assumes all responsibility 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. The Society reserves the right to refuse access by any caterer not mentioned in the Letter of Agreement and agreed upon prior to the event.
- **TENTS & FIXTURES:** The Society, through its authorized agent, reserves the right to determine the placement of tents, canopies, bandstands, dance floors, tables and any other fixtures that may be used before, during or after the event. Further, the Society may determine the placement of any musical entertainment, sound system, speakers or other related equipment.
- **FOOD & BEVERAGES:** No food or beverages are permitted in the building at any time. Kegs are not permitted on Society property. The serving or consuming of any alcoholic beverages by persons who have not reached the legal age of twenty-one is strictly prohibited.
- **SMOKING:** Smoking is strictly prohibited in the house, on the porch or in the catering shed at any time. However, smoking is permitted in the Garden and parking areas. Smoking refuse must be disposed of properly in the receptacles provided.



- USE OF SOCIETY PROPERTY: No furnishings, materials, objects or material belonging to the Society may be used for the event unless agreed upon in advance. Further, no furnishings, materials, objects or material belonging to the Society may be moved except with the approval and under the supervision of the Society's authorized agent. This includes rented items including but not limited to the sound system and garden canopies. Any such material, objects or equipment must be returned to their original locations. Under no circumstances are masonry fixtures or plant materials to be moved. Care must be taken with rented equipment belonging to the Society, and the Renter assumes all responsibility for any damage to or loss of such equipment or other items. Damage to or loss of Society property as a result of or during the event will result in forfeiture of the refundable deposit and may result in the assessing of additional charges to the Renter by the Society.
- DECORATIONS: No tacks, staples, tape or glue may be used to attach decorations or other items to the building, catering shed, brick wall, fencing, trees, shrubs or other structures or plant material. Decorations may be affixed to the trellised arbor or fencing with string. Location and appropriateness of all decorations may be determined by the Society's authorized agent. All decorations must be removed completely immediately following the event.
- PETS: No pets or other animals are permitted on Society property at any time for any purpose (service animals exempted).
- GAMBLING & ILLEGAL ACTIVITY: Gambling is not permitted on Society property. Illegal activity of any kind is strictly prohibited.
- OPEN FLAMES: Open flames or any fires in violation of the local fire code are strictly prohibited.
- LOSS OR THEFT: The Society is not responsible for the loss or theft of any personal or professional property belonging to or used by the Renter, his/her/its authorized agents, employees, contractors, guests or other persons.
- CLEAN-UP: The Renter is responsible for leaving the Garden, restrooms, restroom access area, catering shed, kitchen and parking area in a clean and orderly fashion, including but not limited to any necessary sweeping and mopping. All garbage and waste material will be bagged and removed from the property immediately following the event by the Renters or his/her/its caterer. Under no circumstances may trash be left on the Society's property following the event. Further, all equipment or other items brought or leased by the Renter not belonging to the Society must be removed from the property immediately following the event. The Renter assumes all responsibility for items not belonging to the Society that are brought onto Society property. Failure by the Renter to remove all garbage, waste, equipment or other items not belonging to the Society immediately following the event will result in forfeiture of the security deposit. It may also, under some circumstances, result in the assessing of additional charges to the Renter by the Society.
- PARKING: The Society owns a limited number of marked parking spaces along the outer Garden wall. Free and metered public parking is available along Church Street and in the nearby parking garage on Church Street next to the Visitor Center. Parking may be available during certain hours on certain days in the lot leased by the County adjacent to the Society. The Society may make its parking area available to the Renter if requested in advance. Otherwise, no guarantee of parking is made or implied. The Society takes no responsibility for securing or guaranteeing parking. The Society assumes no responsibility for any vehicle damage or theft on or off Society property, nor does it assume any responsibility for any traffic or parking fines incurred by any vehicle on or off Society property. In the spirit of cooperation and good relations with the City of Frederick and neighbors to the Society, the Renter is expected to abide by any and all parking signs and regulations.
- 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 Renter 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.
- ACKNOWLEDGMENT OF GUIDELINES: The Renter must abide by these Guidelines and any other rules and regulations set forth by the Society or its authorized agent.

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Dear Friend:

Thank you for considering the Historical Society's Heritage Garden for your reception, celebration or other special gathering. Our 1820 Federal-style Museum offers a beautiful backdrop for any affair, and we believe that the Heritage Garden is truly one of the finest outdoor venues in the area. It is available for rentals April through October. The basic rental fee is \$500, plus a *refundable* \$150 deposit (a detailed schedule of fees is part of the rental contract). The Garden has a maximum capacity of 80 persons for seated service and 150 persons for a cocktail affair (total capacity is also dependent on whether a dance floor or bandstand will be used, placement of tables, etc.).

The Rental Information Packet offers a sample of our rental contract and use guidelines for you to review. I encourage you to stop by the Historical Society to view the Heritage Garden during regular Museum hours (Monday – Saturday, 10 a.m. – 4 p.m. and Sunday, 1 – 4 p.m.). If you would like to set up an appointment to see the Garden and discuss having your event here at the Society, please contact me at 301-663-1188 or ddoxzen@hsfcinfo.org.

We offer our *best wishes* for your upcoming special day.

Sincerely,

Duane K. Doxzen
Assistant Director

The Historical Society's garden has been a source of recreation, interpretation and inspiration since the early 1960s. Through the active involvement of local garden clubs, dedicated volunteers and the financial support of the Isabel H. Bowers Memorial Trust, it has been lovingly tended for over forty years.

In 2000, the Garden began major renovations under the able leadership of the Society's Heritage Garden Committee. The project was made possible by the generous financial contributions of Society members, friends, local garden clubs and businesses. The space was rededicated and reopened as the Heritage Garden in June of 2001.

In accord with the Historical Society's mission to preserve and share Frederick County's rich history, the new Heritage Garden serves as an outdoor classroom, a gathering place for the community and an urban oasis in the heart of downtown Frederick.