

THE CEDARS FACILITY RENTAL TERMS, CONDITIONS AND USAGE INFORMATION

TERMS:

A. Lessee agrees to use and occupy the premises in accordance with all applicable local, state and federal ordinances.

B. Lessee agrees to the following additional regulations:

1. **The Cedars is a non-smoking facility. This includes building and grounds.**
2. No open flames are permitted indoors or on the porches of The Cedars. Votive candles may be used but must be confined to non-flammable votive containers.
3. No glitter or rice or shall be used at any occasion, indoors or outdoors at The Cedars. Sparklers and fireworks are not allowed at The Cedars. If confetti is used it must be biodegradable. Birdseed may be used on the grounds but not in or around the house or its porches.
4. No nails, tacks, staples or tape shall be used to attach anything to the walls, flooring, trim or ceilings of The Cedars without the express consent of the executive director of The Cedars, LLC. This includes all exterior trim, siding and railings.
5. No furniture or artwork shall be moved, removed or repositioned at The Cedars without the express consent of the executive director of The Cedars, LLC.
6. If utilizing the St. Andrew's Lower School parking across the street, the parking lot gates will be locked at 10:30pm Sunday through Thursday and 11:30pm Friday and Saturday.
7. Absolutely no one is permitted to park on the grass at The Cedars. This includes security people, caterers, set up and tear down crews and all guests. Exceptions to this are made only by the executive director of The Cedars, LLC and will be dependent on previous and existing weather conditions and will be limited only to the back lawn – no vehicular movement is allowed on the front lawn at any time.

C. Lessee agrees to the following hourly usage restrictions, unless expressly granted exception by The Cedars, LLC:

1. Sunday through Thursday evenings: no usage later than 10:00pm
2. Friday and Saturday evenings: no usage later than 11:00pm

***Note: all amplified music must cease by 9:00pm regardless of day**

D. Alcoholic beverages are permitted at functions and events at The Cedars. If lessee intends to serve alcoholic beverages, they shall provide the Lessor with evidence that they have off-premises coverage for liquor liability.

Lessee understands and agrees that under no circumstances will alcoholic beverages be sold or offered for sale on the premises. Lessee also agrees that they are fully responsible for ensuring that no one under legal age shall be served alcoholic beverages on the premises.

E. Lessee accepts liability for the actions arising and/or welfare of the premises, as well as the equipment, audience and all workers and volunteers used on the premises during the rental event, as well as for set up and tear down of the same. Lessee shall indemnify and hold harmless The Cedars, LLC and the Fondren Renaissance Foundation from any and all costs, claims, losses expenses, damages, and liabilities, including reasonable attorneys and other professional fees, incurred or sustained by either entity arising directly or indirectly from 1) the use or occupation of the premises and/or 2) breach of this Rental Agreement.

F. Lessee can provide parking for up to 25 cars on the premises. If additional parking is needed, Lessor has an arrangement with St. Andrew's Lower School across Old Canton Road for such parking. If St. Andrew's parking is needed, Lessee agrees to contract with Steve Lofton of the Hinds County Sheriff's Department for parking personnel to utilize and secure this space, as well as to see that guests are able to move safely across Old Canton Road. St. Andrew's parking will generally not be available during weekday rentals while school is in session, and onsite parking will be limited to 25. **Additionally, 2 guards instead of one will be required for events that begin prior to 6:00pm on weekdays when school is in session. Parking on the grounds of St. Andrew's on school days is not allowed prior to 6:00pm due to after school programming.** In order to facilitate ample parking, the main guard will direct traffic for the event as well as school pickup and the second guard will assist in parking on Old Canton Road as well as the drive and grounds of The Cedars. Payment of the required services for security guards are the sole responsibility of the lessee. **Contact information for Steve Lofton with the Hinds County Sheriff's Department is 601.331.7748. Security services include an armed uniformed officer(s), marked unit, lights and cones. Standard rate is \$25.00 per hour per person with a 4 hour minimum.**

G. Lessee shall provide all personnel required to properly conduct the event for which the premises has been rented, including security people, caterers, set up and tear down crews, etc.

H. If St. Andrew's parking is utilized, Lessee agrees to indemnify and hold St. Andrew's Lower School, The Cedars, LLC and Fondren Renaissance Foundation harmless from any and all loss, damage, injury or theft to persons or property which may occur on this site or as a result of moving to and from the leased premises and this or any other parking site.

St. Andrew's Parking Needed: YES _____ NO _____

I. Lessee agrees to restore the facility and premises to the same condition on which it was found prior to the rental event, immediately following the conclusion of the event. All garbage and refuse from any event must be collected and bagged by lessee and placed in dumpster located within the fenced area on the drive. **Failure to do so will result in forfeiture of part or all of the damage deposit, to be determined by The Cedars, LLC.** Lessor agrees to take good care of the premises and maintain all the personal properties, equipment, furniture and furnishings in good condition during the term of this agreement. In the event of a mechanical or equipment failure during an event, Lessee agrees to contact Lessor or its named representative who will do their utmost to alleviate issue and return services to normal in a timely fashion.

J. The key to The Cedars must be returned to the Curator the following business day of the booked event. An evaluation of any damage to the property will be made within 48 hours of the booked event.

K. A grass fee of \$200.00 will be added to the regular rental fee if the lawn is used for anything other than normal walking or setting up for an event. This would include but not limited to objects such as dance floors, staging, platforms, runways, cars, vendor machines, etc. Please note that if Lessee is renting and using a tent, tables and chairs on the property, an additional grass fee is not required for tent use.

L. **The Cedars is located at 4145 Old Canton Road. This address is for invite and publicity purposes only. Do not send any correspondence to this address.** A curator is scheduled on the property on Wednesday and Friday between the hours of 10:00am and 4:00pm for viewing purposes. If there is a current art show hanging at The Cedars, the curator is available Tuesday through Friday from 10:00am to 4:00pm. All other times are by special appointment. Please call The Cedars at 601.366.5552 or the Foundation office at 601.981.9606 or email jim@fondren.org for special appointments.

RENTAL TERMS AND CONDITIONS CONTRACT

Send completed application form with payment to: FRF, 2906 North State Street, Suite 101, Jackson, MS 39216

Name of Group/Event: _____

Date of Event _____ Time Duration of Event _____

Type of Event: Business Meeting _____; Reception _____; Wedding _____; Other (explain) _____

Contact Name/Renter _____

Address _____

Telephone: _____ Cell Phone: _____

Email: _____ Fax: _____

Expected Attendance: _____ St. Andrew's Parking: Yes _____ No _____

Daily Fees: High Impact (over 75 - \$750) _____

Medium Impact (25-74 - \$500) _____

Low Impact (less than 25 - \$250) _____

Weekend Rental Fee: \$1750.00 _____ (this fee applies to any weekend event with 200 or more attending)

Grass Fee (additional cost \$200) Yes _____ No _____

An additional Refundable Damage Deposit of \$250.00 is required of all events. If contract is adhered to, damage deposits will be returned within 2 weeks after your scheduled event. In the event there is damage to the property associated with your event, you will be notified within 48 hours of the conclusion of your contract.

_____ I wish to pay the required deposit to reserve the space (50% of the rental plus \$250 damage deposit. I understand that full payment is due 30 days prior to the start of the event.

_____ I wish to pay the full rental amount and damage deposit.

_____ My check is enclosed (returned check fee \$35) _____ Please charge my credit card (details below)

Visa _____ Discover _____ AmEx _____ MC _____ Card Number _____

Name on Card _____ Street Address _____

City/State/Zip _____ Expiration Date _____ Security Code _____

Cancellation of a contract will result in loss of deposit. The damage fee is separate from the deposit and will be returned with any cancellation. Full payment of all contracts is due prior to 30 days of the event taking place. If cancellaton occurs after full payment has been made and within 30 days of the event, the amount of the refunded payment is at the discretion of the executive director of The Cedars, llc.

CLEANING INSTRUCTIONS

Please read carefully

Lessee agrees to thoroughly clean the facility and premises and restore it to the clean condition in which it was found, including, but not limited to:

1. All Cedars furniture must be moved back to its original location. **Garbage sentence added as #1**
2. All plants should be placed back where they were found.
3. Any artwork that is approved to be moved must be re-hung or placed back in its original location.
4. All floors should be swept clean, including the front and back porches.
5. All bathrooms should be cleaned.
6. All tables should be wiped thoroughly clean.
7. All cups, plates, napkins, garbage cans and any other trash, including from the front and back grounds, should be picked up and properly disposed of in the dumpster (located on the north side of the property beside the driveway in the fenced area)
8. All kitchen appliances that are used must be cleaned, including the stovetop, oven, warming drawer and microwave oven.
9. All food and beverages brought in by the Lessee and stored at The Cedars must be removed.
10. Any materials, food, props, etc. left in the facility will be disposed of the following day.

Failure of any of the above will result of deposit

SIGNATURE OF RENTOR/LESSEE

The undersigned acknowledges and represents that he/she has read and understands all terms and conditions set forth in the "Cedars Facility Rental Terms, Conditions and Usage Information", the "Rental Terms and Conditions Contract" as well as the above "Cleaning Instructions"

Renter/Lessee Full Name (please print) Date _____

Renter/Lessee Signature

Management Authorized Signature Date _____

The Cedars, llc reserves the right to refuse to lease the facility for any purposes it deems to be detrimental to or not in the best interests of The Cedars, llc. It further reserves the right to refuse to rent the facility on any dates or any time it deems appropriate or otherwise unsuitable for rental. The terms and conditions herein may be modified as agreed between Renter The Cedars, llc in writing. Failure to comply with the terms and conditions of this contract will result in additional charges or refusal of The Cedars to allow the event.

Send completed application and forms with payment to: FRF, 2906 N. State Street, Suite 101, Jackson, MS 39216

FOR INTERNAL USE ONLY Date deposit received _____ Date balance paid _____
Form of payment _____ Key No: _____
Key check out date _____ Key check in date _____

THE CEDARS – STANDARD RENTAL FEES

WEEKDAY FUNCTIONS (Monday through Thursday):

High Impact – greater than 75 attending	\$750.00*
Medium Impact – between 25 and 74 attending	\$500.00*
Low Impact – less than 25 attending	\$250.00*

*Non-profits will receive a \$100 discount on all weekday functions. Special rates are extended for FRF sponsors and contributors, please inquire with the Executive Director, Fondren Renaissance.

WEEKEND FUNCTIONS (Friday through Sunday)

All weekend functions are \$1750.00. Only one booking is permitted per weekend. Lessee may have access to facility from 12 noon Friday until Sunday evening for this price. If a rehearsal dinner is being given on Friday evening and there is not a scheduled Thursday evening scheduled event, access may be granted at noon Thursday at no additional charge. Please inquire at booking.

Note: All functions require an additional damage deposit of \$250.00, refundable if all terms and conditions of the contract are met. Damage deposit refunds are at the discretion of the curator and executive director of The Cedars, llc.

IMPORTANT USAGE INFORMATION

1. Hours of usage and limitations: Friday and Saturday evenings – no later than 11:00pm*
Sunday through Thursday – no later than 10:00pm*
* Regardless of day of week, ALL AMPLIFIED MUSIC must cease by 9:00pm in accordance with the City of Jackson Noise Ordinance.
2. User shall sign a Rental Agreement and pay the proper fees prior to event (see attached).
3. Beer and alcohol are permitted subject to the conditions of the Rental Agreement.
4. The Cedars is a non-smoking facility. This includes the building and grounds.
5. The Cedars owns a certain number of chairs and serving tables that may be used as part of the Rental Agreement. Otherwise, Lessee shall provide their own tables, chairs, linens, dinnerware, glassware, flatware, floral arrangements, decorations, etc.
6. Those using The Cedars may choose their own caterer and florist. For rental needs, we ask that you use our local provider Eventful, conveniently located next to Banner Hall, 4501 I-55 North Frontage Road – 601.856.4314.
7. Any existing string/bistro lighting in the back yard is at no extra expense to the lessee. If a tent or other structure is to be located under the existing lighting, the lighting must be removed at the lessee's expense by the lessor's contractor Davaine Lighting. For additional lighting needs, we ask that you use our local provider Davaine Lighting – 601.906.9051 – Steven Barnette is the owner and will be happy to assist you with a lighting plan and any additional needs that might be required for your special event.
8. Lessee shall be required to provide their own security and parking assistance by contracting with Mr. Steve Lofton of the Hinds County Sheriff's Department at 601.331.7748.
9. One key may be picked up one business day prior to the event rental.
10. For invitation purposes, The Cedars is located at 4145 Old Canton Road, Jackson, MS 39216. All contract and lease agreements should be sent to: Fondren Renaissance, 2906 N. State Street, Suite 101, Jackson, MS 39216.