

**Agreement for Use of Portions of the Bradford House
for
Photography and Small Private Functions**

This Agreement is for the non-exclusive use of portions of the Bradford House, properties, and facilities for the taking of photos and small private functions, in accordance with this Agreement. The Bradford House and related property and facilities (the "House") are operated by the Bradford House Historical Association ("BHHA").

RESERVATION FOR:

Date: _____

Time: _____ (start) to _____ (end)

By USER - Name: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

PURPOSE OF USE: _____ (the "Event").

AREAS AVAILABLE FOR USE: The Bradford House is located at 175 South Main Street, Washington, PA 15301. Areas of the House available for use are the outdoor Garden area and the interior first floor Staircase and Dining Room, as specified in the attached Terms and Conditions.

PERMITTED AREAS FOR USE UNDER THIS AGREEMENT:

All use or uses of the House facilities are subject to the prior approval of a BHHA employee or board member, in writing.

For Internal use only:

Use Deposit Amount \$ _____ Date Received _____ (cash or check # _____).

Security Deposit Amount: **\$50** Date Received _____ (cash or check # _____).

Balance due \$ _____ Date Received _____ (cash or check # _____).

FEES:

(1) PHOTOS IN GARDEN OR STAIRCASE INSIDE HOUSE:

(A) WEDDING PHOTOGRAPHS: \$50 for first 1 hour use of outdoor Garden for wedding photographs (individuals and groups).

Plus \$20 per half-hour for each additional use of Garden for photographs.

Plus \$25 per half hour for use of interior Staircase of House for photographs.

(B) INDIVIDUAL PHOTO PORTRAITS: \$10 per half hour for individual portraits in the Garden and/or Staircase for photos during posted open hours of the House OR \$20 per half hour for individual portraits in the Garden and/or Staircase for photos outside of the posted open hours for the House. (No security deposit required.)

(2) USE OF GARDEN FOR PRIVATE FUNCTION:

\$150 for use of Garden for private function, such as a wedding (limited to 2 hours and 50 people maximum; separate approval is required and additional fees will apply to events larger than 50 persons.)

Plus \$50 for each additional hour of such use.

(3) USE OF HOUSE INTERIOR ROOMS FOR PRIVATE FUNCTION:

\$350 for use of Dining Room for serving food and non-alcoholic beverages (limited to 2 hours and 50 people maximum; separate approval is required and additional fees will apply to events larger than 50 persons.)

Plus \$50 for each additional hour of such use.

PAYMENTS:

Two deposits are required at the time this reservation is made.

The two deposits are payable by cash or check made out to **Bradford House Historical Association**.

1. DEPOSIT FOR USE OF FACILITIES: A non-refundable \$50 deposit for the Fees for use of the facilities. The deposit is applied to the use fees. The balance of the use fees is due no later than the morning of the event and prior to use of the Bradford House facilities.

2. SECURITY DEPOSIT: A refundable \$50 Security Deposit payable by check made out to Bradford House Historical Association. This security deposit will be returned after the event and after deduction for cleanup and damages, if any caused by the User or User's guests to the House.

AGREEMENT OF THE PARTIES:

The Terms and Conditions attached to this Agreement are an integral part of this Agreement.

Having read and agreed to the rental terms, conditions and stipulations set forth herein, the parties have signed this Agreement on the date indicated.

Signature of USER Date: _____

Date: _____

Signature of Representative of Bradford House Historical Association

TERMS and CONDITIONS
for
Use of the Bradford House

These Terms and Conditions are attached to the Agreement for Use of Portions of the Bradford House for Photography and Small Private Functions.

1. Areas available for Use: only the walkways of an outdoor GARDEN behind the House, and a small lawn adjacent to the Garden, and the interior first floor STAIRCASE and DINING ROOM inside the House are permitted, as described in the Agreement. User and all guests of User must remain on the paths of the Garden. Damages to the plants, foliage, and vegetation in the Gardens are for the account of the User.
2. An employee, board member, or representative of the BHHA shall have the right to be present at all times to observe the event and use of the House. Said presence does not reduce User's obligations under and pursuant to this agreement.
3. User is responsible for providing the wherewithal and all items and services necessary for the use of the Garden and adjacent lawn area for a wedding or other function with guests, including but not limited to chairs or other seating arrangements, small tables, shade tents, lighting, sound systems, portajohns and related amenities.
4. No alcoholic beverages are permitted in any Bradford House areas used, nor inside or outside the Bradford House facilities. No other beverages or food without written permission.
5. Use of the interior of House is limited to front door foyer/entryway and related first floor staircase for a photography session. Use of the interior of House for a small private function is limited to food and beverage service from the Dining Room. There is no seating of Guests within the House. Food and beverage may not be taken to the Second Floor. Guests may self-tour the House; BHHA will provide at least 3 trained docents to monitor and assist Guests.
6. No restroom facilities are available for use either inside or outside the House, unless specified in the usage agreement.
7. No parking on Bradford House property by User or User's guests. Parking is available only in large public lots along Main Street very near to the House.
8. The property will be inspected before and after each event. If the facility is not properly cleaned, the User will forfeit the security deposit.
9. Any chairs and other amenities are the responsibility of the User. They may be placed on brick or asphalt surfaces only.
10. A small tent may be used on the parking lot behind the House. Except by special arrangement, it may be set up no sooner than the day of the event and must be taken down by noon the day following the event.
11. A portajohn (or equivalent sanitary facilities) must be obtained and provided at the expense by the User for any event lasting more than 1 hour. Except by special arrangement, it may be set up in the parking lot no sooner than the day of the event and must be taken down by noon the day following the event.

12. No dogs, cats, or other animals are permitted on the Bradford House property, except for certified service animals assisting the physically impaired.
13. No smoking is permitted on the Bradford House property.
14. No open flames or fires are permitted on the Bradford House property.
15. No confetti, rice, or bird seed may be used on the Bradford House property.
16. No decorations may be taped, nailed, or otherwise fastened to any surfaces on the Bradford House property. No permanent marking may be left anywhere on the Bradford House property.
17. Events may be scheduled for any day between the hours of 9:00 a.m. and 8:00 p.m., which includes set-up and clean-up times.
18. Trash must be securely bagged. More than 3 bags will be assessed an additional fee of \$25.
19. Use of the Bradford House facilities are assigned, permitted and may be canceled for any reason strictly at the discretion of the Bradford House Historical Association.
20. BHHA will have no duty to and will not provide security or insurance for User's property. User assumes full responsibility to prove the same as it deems fit.
- 22. LIABILITY.** BHHA shall have no liability to User and User's guests, for matters beyond its reasonable control for and shall not have liability for consequential or incidental damages. In the event of BHHA inability to perform, its liability shall be limited to the return of all or part of the fee paid. The User shall be liable for, and shall indemnify and hold harmless BHHA and its directors, officers and employees from and against all liabilities and risks as a result of the use under the Agreement, by User and User's guests, agents, representatives, vendors and employees of the premises during use of the facilities. Such responsibility of the User shall include, without limitation, the following:
 - a. Damages to, or loss of, any property of BHHA or others.
 - b. Personal injuries.
 - c. Food and beverage service not compliant with applicable laws and regulations, and this Agreement.
 - d. The User shall assume liability for any damages to the property incurred directly or indirectly as a result of their use of the property.
23. User shall undertake no commercial activities on or in the Bradford House's property or facilities during the use of such facilities.
24. The BHHA may terminate the use of the Bradford House by User, for any reason whatsoever, with or without cause.
- 25. These Terms and Conditions are hereby made and declared to be an integral part of the Agreement for Use of Portions of the Bradford House for Photography and Small Private Functions.**

Revised 11.05.2020