



Memphis Public Links

Better play. Every day.

Terms and Conditions for Rental Agreement

By submitting this Rental Agreement, the agreement holder indicates receipt and understanding, abiding by all instructions, terms, conditions, rules, regulations and agrees to the following additional terms:

- a) FEES: \$1000.00 Sunday – Thursday (5 Hours). \$1200.00 for Friday (5Hours). \$1700 for Saturday (5 Hours) Each additional hour is \$200.00. All events require a **(\$300.00 non-refundable) date hold deposit. Saturday night events require an additional (\$500 non-refundable payment) to be made within the first 60 days. The 60 day period starts the day the contract is signed. If the \$500 non-refundable payment isn't made within the 60 day period The Links at Whitehaven reclaims the right to book that event date to another party and the original \$300 date deposit and any other payments will not be refunded. Personal checks for deposit only.** No personal checks on balance. _____
- b) Outdoor event fee: \$500.00- Any event that requires outdoor setup will be subject to this fee. All outdoor weddings even on the patio area will be charged the \$500 fee. One additional hour will be added to the duration of the event if the \$500 fee is paid. In the event of a rain out or a cancelation of the outside event the Links of Whitehaven will refund the \$500 fee.
- c) After Hours Fee: Standard events end at **Midnight**. Any event that ends after midnight will be charged an additional \$200 for every hour after midnight or \$100 for every \$30 minutes after midnight.
- d) Make Cashier check or money order payable to City of Memphis Division of Park Services. No personal checks.
- e) **Agreement holders are responsible for ALL clean up after each event and correcting all damage(s) relating to any event. All extra tables, chairs and decorations have to be removed from the facility at the conclusion of your event. Deliveries and set up must be done the day of your event.** _____
- f) **Nails, screws, tacks, staples, pins, or tape of any kind may not be used on any wall surface.**
- e) Caterers are responsible for all materials and personnel brought into the facility. The Links at Whitehaven is not responsible for the safekeeping of any catering equipment remaining after an event. **No food setup in lobby area or conference rooms.** _____
- f) The event organizer will hold harmless the City of Memphis, the Division of Park Services, its employees, volunteers and agents from any and all claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, directly or indirectly, from the organization's use of Park Services' property described in this Rental Agreement and any claims, damages, costs and attorney fees arising from any failure of the agreement holder, its officials, officers, directors, employees, volunteers and agents to observe applicable laws, ordinances, rules and regulations.
- g) This Agreement will be governed, construed and enforced according to the laws of the state of Tennessee. Accordingly, the parties to this Agreement submit to and understand that any and all actions shall be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee and no other.

- h) Rental Agreement Holder must adhere to all laws, rules, regulations, and policies as set forth by the City of Memphis, the Division of Park Services, the county of Shelby, the State of Tennessee and the Federal Government, Rental Agreement Holder agrees that no unlawful use or acts are to occur on the Premises. Misconduct on the part of the participants will be grounds for terminating rental immediately and the fee(s) will be forfeited.
- i) No modification of this document shall be valid unless in writing and signed by an appropriate Park Services' Representative.
- j) The individual executing this document on behalf of the event organizer affirms that he/she is authorized to do so.

Signature : _____ **Date:** _____



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RENTAL AGREEMENT

Thank you for selecting The Links at Whitehaven as the site of your next event. We look forward to helping you make this a successful event

A deposit is required in order to reserve a date. Please read and sign the following agreement.

GROUP NAME: _____

CONTACT: _____

TELEPHONE: _____ or _____

Email: _____

EVENT DATE: _____ **Day:** _____

RATE: _____ **Deposit:** _____ **Balance:** _____

Set up: 9AM Event Start _____ Event Finish Time _____ Clean up Period _____

Final Payment Date: _____ **60 Day \$500 (Non-refundable) Payment Due Date** _____

GUIDELINES

1. This agreement must be signed and returned promptly.
2. I understand that our group will be held responsible for any damages to The Links at Whitehaven.
3. I understand if my balance isn't paid on or the before the final payment date above that The Links of Whitehaven reclaims the right to book the above date.
4. I understand that my event is five hours and the cleanup has to be completed within the 5 hour window and all my belongings have to be removed from the facility at the conclusion of the events time frame. Failure to comply with this guideline may result in monetary penalty based on how long the party ran over the allotted time. (\$200 per hour)

(The Links at Whitehaven Representative) (Date)

Lessee Name : (Date)

Liability Agreement

In order to rent all or part of The Links of Whitehaven facilities, the client must submit a certificate of insurance documenting general liability coverage for the event in the following manner:

Comprehensive general liability insurance, in an occurrence form, in the amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for premises operations, blanket contractual liability, products, completed operations, and independent contractors. If the user activities involve the sale of alcohol, then liquor liability in the same amount is also required. The certificate of insurance must name The Links at Whitehaven., THE CITY OF MEMPHIS, THE DIVISION OF PARKS AND NEIGHBORHOODS, AND THE AGENTS, SERVANTS, AND EMPLOYEES OF EACH, from all claims, suits, or proceedings of any nature whatsoever which may be brought against them on account of any injuries to person or property received from the contractor, his agents or servants. THE DIVISION OF PARKS AND NEIGHBORHOODS AND THE CITY OF MEMPHIS, THE COMMISSIONERS OF THE DIVISION OF PARKS AND NEIGHBORHOODS, THE MAYOR AND THE CITY COUNCILMEN AND THE EMPLOYEES, AGENTS, AND SERVANTS OF EACH, shall be named as Additional Insured for the duration of the event.

The user agrees to defend, indemnify, and hold harmless The Links at Whitehaven, the City of Memphis, etc. from and against all claims, damages, losses, and expenses including but not limited to attorneys fees providing such claim, loss, damage, or expense is caused in whole or in part by and act or omission of the user.

Please note that this coverage is a requirement of our underwriters, and in no case can we make exceptions. All renters must present the necessary documentation for the Links at Whitehaven's files prior to the event. An original copy of this insurance policy must be submitted to The Links at Whitehaven no later than three weeks prior to the event. A scanned copy may be submitted temporarily.

Failure to comply with this policy will result in a cancelation of your event and a forfeiture of all pervious payments

Signature _____

Date _____