

### **SPECIAL EVENT AGREEMENT**

DATE

NAME ADDRESS ADDRESS 2 PHONE EMAIL

## Dear NAME(S):

We are delighted you have chosen to celebrate at the Woodrow Wilson House ("Historic Site"). This letter confirms the rental agreement between the National Trust for Historic Preservation in the United States ("National Trust") and NAME, ("Contracting Party"), to hold an Event at the Historic Site. The date of the Event is confirmed upon receipt of a signed copy of this Agreement. The full amount of the Rental Rate specified below/(\$AMOUNT) is due upon signing of this Agreement. A Security Deposit (\$AMOUNT) is due by credit card payment within ninety (90) days of the Event. Any other fees indicated below, are due and payable thirty (30) days prior to the Event.

In consideration of the covenants and agreements contained herein, the National Trust and the Contracting Party (the "Parties") agree as follows:

1. Event Details.

**Event Type**: TYPE OF EVENT ("Event)

**Event Date**: DATE

**Event Time**: X Hour Block

(2 hours): Vendor Setup

(X hours): Event

(1 hour); Vendor Cleanup

Event Space: Woodrow Wilson House Museum. The Event space includes: the Drawing Room,

Dining Room, Terrace, and Garden only. The Gallery, Library, Solarium, and Dugout are open for guests. The Garden must be tented for this Event. If a tent is not used on the day of, bistro lighting is still required in the upper and lower garden.

Event Use: The Event rental includes the use of space within the Historic Site. The

Contracting Party shall arrange with the catering company for all necessary

tables, chairs, and linens, in addition to food and beverage.

**Event Staff**: Woodrow Wilson House Staff present during the Event includes: A Site Manager

and one to two Event Guides. Event Guides are available to answer the door, monitor the Event, ensure the Historic Site is secure and provide guests with interpretation of the Museum and its Collection. Event Guides do not provide a formal tour during the event. The number of Event Guides present is based on the number of guests. The event team at Woodrow Wilson House is not responsible for services such as running your rehearsal, booking or coordinating your vendors, decorating or overseeing decoration installs, and the setup or breakdown. Please note we cannot fill the role of wedding coordinator and do require that you designate someone the primary point of contact for the day of your event.

**Event Block**: The Event Block starts when first guest arrives at the Historic Site (but not later than the planned start time) and ends when the last guest, person, or vendor departs (first person in, last person out). The arrival and departure times are solely determined by the National Trust. Any time in excess of the Event Times listed above, is subject to additional fees.

- **2.** <u>Number of Guests</u>: Up to XX guests. Under no circumstances shall the number of guests for any area exceed the maximum capacity set by the fire code of the District of Columbia. Events with more than 60 guests are required to reserve a tent from the preferred provider.
- **Permitted Use**. The National Trust grants to the Contracting Party a limited, nonexclusive, and revocable license to use portions of the Historic Site for this approved Event type, on the date and hours stated above. The Contracting Party agrees to comply with the Historic Site's Rental Policies and Procedures, attached as Addendum A as amended from time to time, and to ensure its vendors' and guests' compliance with the policies and procedures, as well as any other directives from the National Trust staff during the Event.
- **4.** Regular Hours of Historic Site. The Historic Site is open to the public daily from 10:00 AM to 4:00 PM. The Contracting Party acknowledges that if the Event is scheduled during the Historic Site's regularly scheduled open hours, the Contracting Party's use of the Historic Site is not exclusive.
- **Property Appearance**. The Historic Site is a working museum. There are permanent and temporary exhibitions and installations by artists and historians on a rotating basis. The Historic Site may be significantly redecorated, renovated or under construction at any time. Contracting Party understands that the appearance of the Historic Site on the Event Date may not appear as it did upon the signing of this Agreement. The National Trust endeavors to notify the Contracting Party of any significant changes to the Historic Site, but the Contracting Party agrees to accept the Historic Site in "AS IS" condition on the day of the Event.
- 6. <u>Vendors</u>. The National Trust has a list of approved vendors and an exclusive relationship with several vendors for Events at the Historic Site. The List of Exclusive and Approved Vendors is attached as Addendum B. No other vendors may be used without the prior written approval of the National Trust. The Contracting Party must notify the Historic Site Event Coordinator of which vendors are engaged for the Event, all of which must be so approved. For any Event over 60 guests, the Contracting Party MUST hire an event planner no less than a month away from the Event. This planner must be on-site for the day

### of the event.

- **Transportation**. The Contracting Party should consider employing a valet/bus service or rideshare services for any Event over 60 guests and provide notice of arrangements to the Event Coordinator at least thirty (30) days before the Event Date.
- **8. Pre-Event Meeting.** The Contracting Party is responsible for scheduling a pre-event meeting at the Historic Site at least one week before the Event Date to review and confirm all details of the Event. The following individuals must attend the meeting: NAME(S) Contracting Party, Contracting Party's planner, the Event Coordinator, the Contracting Party's caterer, and any other vendors as requested by the National Trust.

AMOUNT

# 9. Rental Rate & Fees.

1		
Rental Rate	\$0.00	Due at signing of contract
Security Deposit	\$0.00	By credit card within 30 days prior to Event
Security Detail Fee	\$0.00	30 days prior to Event
Potential Overtime Fee	\$1,700.00	No later than 10 days following Event
Potential Curfew Fee	\$2,000.00	No later than 10 days following Event

**DUE BY** 

A. Rental Rate: \$AMOUNT Due at signing of contract.

RATE/FEE

- B. Security Deposit: \$AMOUNT (Due by credit card within 30 days prior to Event Date)
  The National Trust retains the right to use any or all of the Security Deposit towards any
  claim it may have for an overtime fee, curfew fee, cleaning fee, or towards any damage
  to the Historic Site caused by the Contracting Party, its guests or vendors during the Event.
  Retention of the Security Deposit is not the National Trust's sole means of recourse for
  damages. The Security Deposit shall be returned no later than (60) days after the Event,
  so long as the Historic Site has incurred no damage and no outstanding charges are due
  any of which may be deducted therefrom.
- C. Site Security Detail Fee: \$AMOUNT (Due 30 days prior to Event)
  A security team is contracted to provide security detail before, during, and immediately following the Event. Security is onsite at all points of entry and ensures the safety of all guests and the Historic Site.
- Overtime Fee: \$1,700.00/hour (Potential fee- due no later than 10 days after Event)
  An overtime fee is charged for any portion past 30 minutes that exceeds the Event time block.
- E. Curfew Fee: \$2,000.00/hour (Potential fee- due no later than 10 days after Event)
  A curfew fee is charged for any portion of the Event that extends beyond 11:59 PM.
- **F.** Cleaning Fee: \$500.00 (Potential fee- Due no later than 30 days following the Event)

  If the Premises are not returned in the same condition as found and additional cleaning is

required, a cleaning fee together with all related costs is charged to the Contracting Party.

- **G. Billing of Fees**: If there are additional fees, the National Trust will send the Contracting Party an invoice stating any additional fees due, less any amounts covered by the Security Deposit, and the Contracting Party shall pay the invoice within (30) days after the Event.
- **10.** <u>Use of the National Trust and Historic Site Names</u>. The Contracting Party may use the Woodrow Wilson House name solely for the purpose of indicating the location of the Event. Such use shall not, in any manner, suggest the National Trust or the Historic Site is sponsoring, presenting, or endorsing the Event.
- Liability. The Contracting Party agrees to assume full financial liability and responsibility for any damage to the property or collections at the Historic Site during the Event. Contracting Party further agrees to hold harmless, indemnify, and defend the National Trust, its trustees, officers, employees, and agents, from and against any claims, damage, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with any claim, action, or proceeding, resulting from any accident or injury to any person, persons, or property in or about the Premises for the Event, caused by the Contracting Party, its guests or vendors. The Contracting Party also assumes the same liability and responsibility for its guests or vendors' violation of any local, state, or federal law, rule, regulation, executive order, or ordinance. The National Trust disclaims liability for loss of objects or property belonging to the Contracting Party, their guests, vendors, agents, and invitees, and for any injury to any person or property occurring, during, or attributable to the Contracting Party's use of the Historic Site. The Contracting Party expressly agrees to release the National Trust from any and all such loss and to be solely responsible for providing security for their property and persons during the Event.
- 12. <u>Insurance</u>. The Contracting Party is required to purchase special event insurance for the Event and must provide certificate(s) of insurance listing the National Trust for Historic Preservation and the Woodrow Wilson House as additional insureds. The Contracting Party may use its own insurance company or procure a policy through the National Trust's insurance partner, TULIP Insurance, directly through this link: <a href="https://venueliability.com/NTHP">https://venueliability.com/NTHP</a>. If the Contracting Party uses its own company, the insurance certificates must be uploaded to this site <a href="https://venueliability.com/NTHP">https://venueliability.com/NTHP</a>. Event insurance should also be compliant with the chart and Contracting Party acknowledges the terms and conditions below.

### Limits of Insurance

- \$2,000,000 General Aggregate Limit (other than Products-Completed Operations)
- \$1,000,000 Products-Completed Operations Aggregate Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit
- \$300,000 Damage to Rented Premises

All policies must be written with insurers maintaining A.M. Best Rating of A-IX or better and admitted to do business in the District of Columbia

All coverage required in this Agreement must be primary and non-contributory to any insurance maintained by the National Trust

The Contracting Party waives all rights against the National Trust to the extent of any insurance carried or required to be carried under this Agreement

Policies of insurance must be endorsed, as needed, to provide such waivers

Waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged Waivers shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured

The Contracting Party's liability is not limited to the limits of any required insurance

- **13.** <u>Permits and Licenses</u>. The Contracting Party and its vendors shall obtain and maintain all necessary permits and licenses necessary, including without limitation a liquor license.
  - A. D.C. Fire and EMS Department Public Assembly Permit: Per the Washington D.C. Fire and EMS Department's policies, all events with guest counts higher than 100 guests must obtain a Public Assembly Permit. The Contracting Party is required to apply and obtain this permit 2 months before their event at the Woodrow Wilson House. The Woodrow Wilson House will provide the Contracting Party with a blank floor plan of the site to be completed by the Contracting Party and/or their caterer/planner. The Contracting Party is responsible for all payments relating to the Public Assembly Permit, this includes the application fee and/or any penalty fines that may be incurred. To learn more about the Public Assembly Permit, click here.

To apply for a D.C. Fire and EMS Department Public Assembly Permit, click here.

When filling out your application make sure to select:

**Application Type: Permit** 

Permit Type: Public Assembly: more than 100 persons

**14.** <u>Cancellation</u>. If the Contracting Party notifies the Event Coordinator of its intent to cancel the Event in writing, the National Trust will refund deposits and payments as follows:

6 Months prior to Event Date	Full Refund
Less than 6 months but more than 1 month	½ Rental Rate, Security Deposit (less \$500)
1 Month or less prior to Event Date	No Refunds
Unforeseen/Extenuating Circumstances	Security Deposit applied to new contract/date

- 15. Revocation. The National Trust reserves the right to revoke this Agreement for nonpayment of fees or breach of this Agreement. The National Trust also reserves the right to revoke the Agreement, if in its sole discretions, it determines the Contracting Party's intent to use the Event Location is for a non-approved purpose. If the Contracting Party violates any of the terms or conditions of this Agreement or the Historic Site's Policies and Procedures, resulting in removal of the Contracting Party, its agents and property, the Contracting Party shall have no further claims. If the National Trust revokes this Agreement prior to the Event Date, for reasons other than nonpayment of fees or breach of Agreement by the Contracting Party, the National Trust shall refund to Contracting Party the full amount paid.
- 16. <u>Force Majeure</u>. This Agreement may be canceled anytime without penalty to the National Trust if, in the sole opinion of the National Trust, any portion of the Historic Site has become unsafe or unsuitable for use. In addition, the National Trust may terminate this Agreement if use of the Historic Site is rendered impractical by an event beyond its reasonable control and without its fault or negligence, including, but not limited to: acts of God, acts of war or the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes (other than own employees), freight embargoes, unusually severe weather, laws, regulations or orders of governmental authorities, curtailment of transportation facilities, or other emergency making it illegal, impossible, or impractical to use the Historic Site for the

Event. If this occurs, the National Trust shall promptly notify the Contracting Party in writing, and the Parties shall meet to determine whether the proposed event may be rescheduled for a date mutually acceptable to the Parties. If rescheduling is not feasible, the Security Deposit and other rental fees will be refunded to the Contracting Party. Anything to the contrary herein notwithstanding, the Contracting Party shall not be entitled to any refund or to any rescheduled date if an Event which is to take place partially or wholly outdoors is canceled at any time by the National Trust for any weather purpose if the Contracting Party has not contracted with an approved vendor to have a tent in place to cover any relevant outdoor area being used.

## 17. Miscellaneous.

- A. Amendments. Amendment only by the mutual written agreement of the Parties.
- **B.** Assignment. Neither Party may assign or transfer its respective rights or obligations under this Agreement, unless agreed to in writing by the other Party.
- C. Successors & Assigns. All covenants, promises, representations and terms in this Agreement are binding upon, apply and inure to the benefit of the Contracting Party, the National Trust and their respective successors and permitted assigns.
- D. Entire Agreement. This Agreement constitutes the complete understanding and agreement between the Parties and supersedes any and all prior oral or written agreements and understandings.
- E. Governing Law. This Agreement is governed by the laws of the District of Columbia.
- **F. Interpretation**. The captions of the paragraphs of this Agreement are for convenience only and will have no bearing whatsoever in the interpretation of its terms, conditions, and provisions.
- **G. Photographs.** Contracting Party, its agents, employees, vendors, guests and/or caterers consent to the Trust's use of any photographs, film, or digital recordings of the activity for use in marketing or promotional materials.

We look forward to hosting your Event!

To confirm the Event Rental Agreement and secure the Event date, please sign in the space provided below and return it within ten (10) business days along with the full Rental Rate amount or this Agreement will become null and void. Thank you for your interest in the President Woodrow Wilson House Museum and we look forward to hosting your Event.

Approved and Agreed to by Contracting Party:	Approved and Counter-agreed to by Woodrow Wilson House:
Ву:	
Name:	
Title:	Felice Herman
COMPANY:	Deputy Director, Woodrow Wilson House Museum
Date:	
	Date

# Addendum A Woodrow Wilson House Policies and Procedures

The Contracting Party must select a vendor from the approved vendor list or request an alternative vendor in writing in advance to the Woodrow Wilson House Historic Site and Event Manager.

Contracting Party must ensure that all vendors adhere to the setup and breakdown hours listed in the contract. Any early deliveries or set up must be approved in advance.

All deliveries must go through the side door or garage of the Woodrow Wilson House.

Smoking is not permitted on National Trust property. This applies to not only the Contracting Party and guests, but also all vendors.

Using sparklers or fireworks of any kind is NOT permitted on the site.

Burning candles in containers is permitted in the garden.

Burning votive candles in the dining area only is permitted.

Any evidence of the use of illegal substances associated with the event is grounds for immediate termination without reimbursement of site fees.

Woodrow Wilson House is not liable for any errors, acts, or omissions on the part of *any* outside vendors.

Woodrow Wilson House is an active museum and conducts daily tours. Storage of any kind is NOT available prior to or after any event. The National Trust is not responsible for any items left unattended and/or left behind.

All décor items and trash must be removed from the Woodrow Wilson House premises by the Contracting Party and/or its vendors at the end of the Event. At the conclusion of the Event, the premises shall be left in the same condition as found. Any cleanup of items left behind by the Contracting Party, guests and/or vendors is subject to a \$500 cleaning fee. The fee will be deducted from the Contracting Party's security deposit or billed after the Event.

A supervisor from the catering company must remain with waiters and their staff throughout the function and during cleanup.

Red wine or other red/dark liquids are not permitted inside the Woodrow Wilson House.

Food and drink are permitted only on the  $2_{nd}$  floor of the museum. Food and drink may be permitted in the historic kitchen and gallery on the  $1_{st}$  Floor, depending on the exhibitions on site.

No cooking facilities are available in the house. Sterno is permitted in the museum on a limited basis; wicked Sterno is preferred. Contracting Party shall give notice of use of Sterno in advance of the Event.

At no time may Contracting Party, guests or vendors impede access to the handicapped ramp.

All Events with over 40 guests must have a security detail to secure the safety of the guests and the site. The site will arrange for the security detail.

All Events with over 60 guests must arrange for a tent in the Garden through the approved tent company. If a tent is not used on the day of, bistro lighting is still required in the upper and lower garden. Sugarplum 301-620-4340. The tent company is permitted access only during normal business hours, 9 AM to 5 PM, Monday through Friday, and 10 AM to 4 PM Saturday to Sunday.

All Events with over 60 guests must arrange for valet parking, transportation shuttle, or ride-share with a pre-approved vendor.

Contracting Party shall notify the Site Manager immediately of any incidents during the Event.

Contracting Party, its guests and vendors shall comply with all laws of the District of Columbia at all times.

## Décor/Entertainment

The Woodrow Wilson House reserves the right to approve or disapprove any décor or entertainment offered at the special event to ensure that it harmonizes with the character and mission of the site. Events may not create any hazard or impose undue hardship, including to the collections, exhibits, landscape, grounds, facilities, staff or visitors. Contracting party must provide minimum notice of 90 days advance notice of décor plans to ensure written approval in advance.

Woodrow Wilson House does not provide staff to move tables, chairs, props, musical instruments, staging, or to otherwise facilitate the Contracting Party's event. Woodrow Wilson House is solely the venue for the Event.

Artificial material such as: confetti, glitter, cloth flower petals, sparklers, or plastic bubble containers may NOT be used or thrown anywhere on the property. Candy may not be used as decoration unless it is wrapped.

All lighting and decorations must comply with the District of Columbia Fire Code regulations. All displays, props, favors or other items from the Event utilized by and belonging to the Contracting Party must be removed immediately following the Event.

Adjustments to the planters or horticulture can only be made by Woodrow Wilson House staff. Woodrow Wilson House reserves the right to charge the client for any damages incurred to any plantings or planters by the Contracting Party and/or their vendors. Florals or decorations may not be attached to the or any structure or trees at Woodrow Wilson House. Floral vendors must plan for stands or provide their own structure to affix items to.

Live flower arrangements are permitted in the dining room, solarium, 1st floor hallway and gallery only.

Photography is permitted in the house and in the garden.

All amplified music outside must end by 10 PM.

All guests must be off the property by 11 PM. The Contracting Party and all vendors must be off site by 11:59

PM.

### **Directions:**

From Metro: Take the Red Line to Dupont Circle Station. Use Q Street (North) exit escalator. Turn left at the top of the escalator and follow Q Street to Massachusetts Ave. Bear right on Mass. Ave. and continue about 4 blocks to the stop light at Mass. & 24th. Turn right on 24th Street. Immediately right again onto S Street. Wilson House is the third house on the right side.

From Massachusetts Ave: Left on S Street (just after California Street). Wilson House is on the right side of the street.

From Connecticut Ave: Cross Taft Bridge and veer right toward the circle in front of the Chinese Embassy. Turn right on Kalorama Road. Turn Left on 23rd Street. Turn right on S Street. Wilson House is on the left.

# **WOODROW WILSON HOUSE Accessibility\***

Parking: There is no visitor parking at the Woodrow Wilson House. The streets immediately around the House are restricted to either diplomatic tags or 2-hour parking until 8:30 PM (or 6:30 PM in some areas). There are no public garages nearby. The front drive is reserved for passenger drop-off only.

Wheelchair Access: For those unable to use stairs, a ramp to the side entrance is accessible via the side driveway. The side entrance leads directly to the historic elevator. For those able to use the stairs: the front entrance has three steps, the foyer is up two steps to the landing of the main staircase – evening events are up one flight of stairs to the reception rooms.

Elevator: The historic 1921 Otis elevator is operational. It will accommodate a narrow adult wheelchair with an overall depth of 31 inches and width of 24½. The House can provide a transfer chair for any visitor whose chair is too large and who is able to switch. A staff member or trained volunteer will always operate the controls of the elevator. The elevator is reached directly from the ramp at the side of the House. Along this route is also found the accessible rest room.

Garden: The terrace and the top steps of the solarium landing are accessible from the House – the garden itself is not. When planning events at the Wilson House, we suggest that any food, bar or other service or program be made available to the terrace level either by wait service or duplicate service stations.

Restroom Facilities: Both restrooms are located on the ground floor of the House. A Restroom equipped to be accessible is located at the side entrance, by the elevator.

\*Due to the historic nature of the Woodrow Wilson House, accessibility is somewhat limited. The House holds a Waiver of Accessibility.

## Addendum B

### **Approved Vendors**

\*Please check the Woodrow Wilson House website for the most up to date list of approved vendors.