

# James Millikin Homestead, Inc. Rental Agreement

Single Use Rental Agreement between James Millikin Homestead, Inc. (JMHI), Owner *James Millikin Homestead, Inc. (JMHI)* and \_\_\_\_\_, Renter.

**JMHI reserves the right to deny the use of the property for any event deemed inappropriate.**

This agreement was made on: \_\_\_\_\_ and was accompanied by a **NON-REFUNDABLE** security deposit of \$100: \_\_\_\_ which will be applied to the rental cost.

Description of Function: \_\_\_\_\_

Date of function: \_\_\_\_\_ Time of Function: begin: \_\_\_\_\_ end: \_\_\_\_\_

Private Function     Public Function – is this an advertised event? Yes  No

Expected attendance: \_\_\_\_\_ Will admission be charged for the function? Yes  No

Is alcohol to be consumed? Yes  No  If yes, will there be a charge for alcohol? Yes  No

Millikin University Rentals: When approved by the Office of the President, all rental fees are waived. A \$50.00 deposit is required which will be refunded upon satisfactory completion of all clean up requirements.

Rental Fee of \$250.00 for the first three hours and \$50.00 per hour after that will be paid by the Renter to the Owner in advance of the Function Date.

\_\_\_\_\_ Hours \$250.00/3 hrs. & \$50.00/additional hrs. = \$\_\_\_\_\_ Total Rental Fee

If the actual rental time exceeds the time identified in the contract, the Owner will bill the Renter for the additional rental time with payment expected within 15 days of invoice.

Owner agrees to provide access and use of the facility in accordance with the details outlined above and with the attached Terms and Conditions. Renter acknowledges the details outlined above, accepts the attached Terms and Conditions, and has received a duplicate copy of this agreement. Renter agrees that in the event Renter breaches any provisions of this rental agreement and Owner takes legal action for such breach, Renter shall be responsible for all reasonable legal fees incurred by Owner.

**Owner**

**Renter**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

James Millikin Homestead, Inc.  
125 North Pine Street  
Decatur, IL 62522  
217-422-9003  
JamesMillikinHomestead.com

Print Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone: Cell: \_\_\_\_\_

Other: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **James Millikin Homestead, Inc. Rental Terms and Conditions**

#### **1. FACILITY CARE AND CONDITION**

- 1.1. Smoking is not permitted inside the facility, on the porches, or on the grounds.
- 1.2. The Renter will leave the facility in the condition the Renter found it; including all kitchen facilities, equipment and utensils. Renter will compensate the Owner to repair or replace any breakage or damages to the facility or its contents that occurred during the rental function within 15 days of receipt of a bill for payment from the Owner.
- 1.3. The Renter shall remove all garbage and clean the premises before vacating.
- 1.4. If the Owner is unable to open and/or close the facility, the Renter will be asked to contact Millikin University Public Safety at 217-464-8888.
- 1.5. The Renter agrees to ensure that all doors are securely locked upon leaving the facility.

#### **2. RENTER'S RESPONSIBILITIES**

- 2.1. Ensure that the estimated attendance is not significantly exceeded.
- 2.2. Set up, take down, and store tables and chairs. Decorations cannot be applied in any form to any part of the building or furnishings, without permission of the Owner. The use of tacks and scotch tape is prohibited.
- 2.3. Notify the owner of any unusual use of the facility or use of outside items on the premises prior to date of use. The Owner reserves the right to prohibit the use of outside items to prevent possible damage and/or danger to the Homestead.
- 2.4. Furnishings may not be moved from room to room. Within a room, only light furnishings (chairs, small tables) may be moved after consulting with the Owner.
- 2.5. Lighted candles may only be used on the dining room table. Open flame chaffing dishes are allowed in the dining room only. Under no circumstances may any open flames be used in any other areas of the Homestead. Fireplaces are not functional and may not be used.
- 2.6. Strictly observe the liquor and public event laws of the State of Illinois, Macon County and the City of Decatur; obtain any necessary permits and comply with conditions specified in any liquor and event permits.

- 2.7. Assume full responsibility for the discipline of guests and others who may be in attendance and to see that orderly conduct is maintained both inside and outside the facility.
- 2.8. Guest parking will be on graveled or paved areas only; not in the grass.
- 2.9. In the event of an emergency, the Renter will contact Millikin University Public Safety at 217-464-8888 and call 911, if necessary.
- 2.10. Not assign or sublease the facility, or any right or privilege connected with the facility.
- 2.11. Not use the facility in any manner that will increase risks covered by insurance on the facility and result in an increase in the rate of insurance or a cancellation of any insurance policy.
- 2.12. Not to keep, use or sell anything prohibited by any policy of the fire insurance covering the facility.

### **3. LIABILITY AND INDEMNITY**

- 3.1. The Renter agrees that it will indemnify and save harmless the Owner from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses.
- 3.2. The Owner shall not be liable for damage or liability claims for injury to persons or property from any cause relating to the occupancy of the facility by the Renter, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the facility during this rental function.
- 3.3. The Owner shall not be liable for damage to any property brought to the facility by the Renter, Renter's suppliers, or Renter's guests.

### **4. INSURANCE**

- 4.1. If alcohol is being served at any time during the event, the Renter must obtain host liquor liability insurance in accordance with the number of guests anticipated to be in attendance.
- 4.2. The insurance policies shall be delivered to the Owner two weeks before the function date.

### **5. PHOTO RELEASE**

- 5.1. I hereby grant and authorize James Millikin Homestead, Inc. the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken during this event to be used in and/or for promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing.
- 5.2. I hereby hold harmless, and release James Millikin Homestead, Inc. from all liability, petitions, and causes of action which I, my heirs, representative, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate.

**James Millikin Homestead, Inc.**  
**Rental Rates and Information**

**Maximum Homestead Rental Occupancy:**

- 50 – 75 individuals
- Approximately 35 – 40 individuals can be accommodated for table seating with place settings.

**Fees:**

**Indoor Rental:**

- \$250 for the first three (3) hours and \$50.00 per hour for additional hours. Rental time includes set up and clean up time.
- Non-refundable deposit of \$100 is due along with a signed contract when reserving the Homestead. The deposit will be applied to the rental cost but will not be refunded in the event of Renter cancellation.
- James Millikin Homestead members receive a 25% discount on rentals
- James Millikin Homestead Board members receive one rental, free of charge, in a calendar year.
- Millikin University Faculty and Students receive one rental, free of charge, in a calendar year with a limit of six Millikin University rentals per year.
  - All Millikin University rentals must be coordinated through the Office of the University President.
  - Each reservation requires a \$50.00 refundable deposit which will be returned upon satisfactory inspection of the Homestead following a rental event.

**Outdoor Rental:**

- \$200.00 for lawn only rental with no Homestead access for up to four (4) hours. \$50.00 for each additional hour.

**Photography:**

- Indoor photos which includes outdoor settings as well - \$50.00 per hour.
- Outdoor only photos - \$25.00
- Annual unlimited outdoor photography pass is available for \$100.00 per year.
- All outdoor photography is subject to availability of the James Millikin Homestead.

**Tours:**

- Open House Tours
  - Available the last Sunday of the month April thru October from 2:00 – 4:00 p.m.
  - Suggested donation: \$2.00 adults, \$0.50 school age children, children under 5 free
  - Open House tours for James Millikin Homestead members are free of charge.
- Private Individual Tours
  - Can be arranged based on availability of guides.
  - Cost: \$5.00 per person with a \$20 minimum charge.
- Tours for youth groups, summer camps and youth clubs \$1.00 per person.
- Tours for school groups are free.