



1000 Oman Drive, Brentwood, TN 37027 phone: 615-373-4897 fax: 615-371-3904
dyer.vanderbilt.edu

RENTAL CONTRACT

This Contract, entered into on date _____ between Vanderbilt University, by and through Vanderbilt Dyer Observatory, hereinafter referred to as "Vanderbilt", and _____, hereinafter referred to as "Customer."

In consideration of the fee to be paid, and of the mutual promises contained herein, Vanderbilt agrees to permit Customer use of the following described facility.

Date of event: _____

Facility to be used: _____

Type of event: _____

Performers to be present (Band/DJ): _____

Occupation start and end times: _____

Event start and end times: _____

Number of guests expected: _____

Contact (name, phone, email): _____

For internal Vanderbilt renters, COA string: _____

Payment Terms

1. Fee

Customer agrees to pay the sum of \$_____ rental for the use of the facility. Customer agrees to a non-refundable deposit of \$_____ upon the execution of this contract. The balance is due seven days prior to date of the event. Should Customer default or otherwise owe Vanderbilt for any charge due under this agreement, Vanderbilt will keep the deposit and bill the Customer for any charges

incurred not otherwise paid from the amount of deposit. Customer agrees to pay collection costs and attorneys' fees.

In consideration for the fee paid by Customer, Vanderbilt agrees to provide the following: the Observatory venue, the 60' x 50' tent covering the back patio, one staff person (Event Supervisor representing Vanderbilt), an Astronomer (2 hours providing telescope viewing, weather permitting, or Observatory tours) during the time of the event, (10) 8' rectangular tables, (7) 42" round tables, (15) 60" round tables, (10) 30" round tables and (250) stackable indoor chairs, all of which may be pre-set with proper instructions from Customer. In addition, Vanderbilt will provide regular housekeeping after the event, such as routine mopping, vacuuming, cleaning of bathrooms, windows, etc. Customer will be responsible for removing all non-Vanderbilt items from the facility at the end of the event or otherwise make prior arrangements satisfactory to Vanderbilt. Failure to do so that results in cleaning beyond regular housekeeping will result in an additional \$100 per hour housekeeping charge.

2. Additional Customer Expenses

- Customer agrees to contract-approved vendors for such services as set-up, teardown, additional rentals, caterers and parking. All other professionals (photographers, AV personnel, lighting needs, etc.) are the responsibility of the Customer.
- An additional \$100 per hour fee will be charged for early arrival or late departure.

3. Insurance

Caterers must provide proof of insurance and a certificate of insurance naming Vanderbilt University as an additional insured with a minimum of \$1,000,000 liability for each event. Customer and Vanderbilt shall each provide general liability coverage with a minimum limit of \$1,000,000 per occurrence. Customer and Vanderbilt shall name the other as additional insured.

4. Indemnity

Customer agrees to indemnify, defend, and hold harmless Vanderbilt from all demands, claims, suits, actions, or liabilities for personal or bodily injury (including death), or property damage sustained by any person or entity arising out of or resulting from the use of the rented facility, or space therein, by Customer, its employees, agents, successors, assigns or invitees, except such liability that arises directly and solely from the negligent acts or omissions of Vanderbilt in performing services as described in this contract.

5. Non-Assignment

Customer may not assign or transfer the rights and obligations under this contract.

6. Compliance with Laws and Regulations

Customer will comply with all laws, ordinances, and regulations established by federal, state, or local governmental agencies, and by all Vanderbilt Dyer

Observatory house rules and regulations. Customer will require its agents and employees, and all persons associated with event, to so comply. Maximum number of people in the library is 100, and under the tent 250. Music must end by 11:00PM; events must end by 11:00PM; everyone must be gone by 12:00PM.

7. Right of Entry

In permitting the use of the space herein mentioned, Vanderbilt retains the right to enforce all necessary and proper rules for the management and operation of the premises involved, including the right to interrupt or terminate any event if deemed necessary by Vanderbilt in its sole discretion, in the interest of public safety, or in the interest of maintaining good order. Representatives of Vanderbilt may enter the premises at any time and on any occasion without any restriction whatsoever.

8. Payment for Damages

Customer agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature, which may have occurred during the use of the facility under this contract.

9. Event Requirements

Attached to this contract is a set of house rules that apply to Customer's use of the facility that includes, but is not limited to, the following:

- Customer will provide a full and detailed outline of all services required two weeks (14 days) before the first day of the event.
- Customer will provide certificate of insurance two weeks (14 days) before the first day of the event.
- For all events, Stewart Parking Solutions (615-463-2307) must be contracted for overseeing the parking of vehicles beginning when the Customer or one of their vendors arrives onsite and remain until the last guest leaves the Dyer Observatory property.
- All weddings and receptions must use one of the Wedding/Event Planners on the Dyer Observatory Approved List as your event planner.
- Caterers must provide proof of insurance and a certificate of insurance naming Vanderbilt University (2401 Vanderbilt Place/Nashville 37212) as an additional insured with a minimum of \$1,000,000 liability for each event.
- Alcohol may only be served by a licensed bartender.
- All food and trash must be doubled bagged and removed appropriately and placed in the dumpster by the catering entrance at the end of the event. If these items are not removed, a \$200 charge will be incurred.
- Dyer Observatory is first and foremost a place of education and has valuable items in its display cases. Unruly guests and unsupervised children will be asked to leave.
- No animals are allowed on the grounds with the exception of service dogs.
- Only battery operated votives, torches, etc. are allowed. Outdoor flames may be considered, but Dyer staff must be consulted prior to event for approval. Sparklers and Fireworks are strictly prohibited.
- Birdseed, bubbles, or rose petals may be dispersed outside only. No confetti is allowed inside or outside.

- Smoking in the buildings is strictly prohibited, and outside smoking is only permitted in designated areas. Smoking outside may be prohibited due to dry weather conditions.
- Renter is responsible for removal of all boxes, decorations, flower arrangements, etc. immediately after the event. Rental companies may pick up their supplies on the next regular business day, between 9:00AM and 12:00PM.

10. There will be no use of Vanderbilt name, works, or logos without express written consent from Vanderbilt.

11. This contract shall not be binding on the parties until it has been signed by an authorized agent of Vanderbilt.

Vanderbilt Dyer Observatory:

By: _____ Date _____

Rocky D. Alvey,
Director

Customer: _____

By: _____ Date _____

Address: _____

Phone: _____

Email: _____

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