

MADISON COUNTY HISTORICAL SOCIETY
AGREEMENT FOR USE OF THE KEMPER RESIDENCE

Name:

Address:

Telephone:

E-Mail:

Organization:

Date of rental:

Type of Use (meeting, reception, sit down meal, etc.):

Estimated Number of People Using the Residence:

Expected time of Arrival:

Expected time of Departure:

Fee (payable in Advance):

\$100 for use of the main floor

Security Deposit: A security deposit of \$75 is required for each rental. If the Kemper Residence Manager finds that the terms of this agreement have been met and the premises are in a clean condition with no breakage or other damage, the full deposit will be refunded. If the deposit is needed to pay for the cost of such cleaning, repairs or replacement, only the unspent portion of the deposit will be returned. If the cost of such cleaning, repairs or replacement exceeds the deposit, the undersigned agrees to pay for such excess cost.

Terms and Conditions for Renting the Kemper Residence:

1. No smoking on the premises.
2. No dogs or other pets.
3. No furniture is to be moved without prior approval from the manager.
4. The renter removes all trash from the premises.
5. No food or drink is to be left in the refrigerator or freezer.
6. No burning candles may be used.
7. Check and double check to ensure that:
 - The kitchen range is turned off.
 - The water is turned off.
 - All lights are turned off.
 - All outside doors are locked.
8. Return the key to the Drop Box, located in the vestibule of the County Building (next door).
9. Renters should leave the premises in the same condition as they were upon their arrival.

Waiver of Liability, Covenant not to Sue, Assumption of Risk and Indemnity Agreement: I/we hereby release, discharge, and covenant not to sue the Madison County Historical Society or the County of Madison, their respective agents, assigns or successors, from all liability and claims relating to the use of the Kemper Residence pursuant to this agreement. I/we understand the risks of injury and damage related to such use and agree to assume the risks. Therefore, I/we further agree to indemnify, save and hold harmless the Society and the County from any litigation attorney fees, loss, liability, damage, claims, or cost which may be made by any person, guest, or invitee as a result of such use.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full effect.

Date:

Signature(s):

Please return this signed document along with two checks, payable to Madison County Historical Society, to the address below. One check, for \$75, is the deposit, which will be held until after your event. The second check, for \$100, is the rental fee.

**Mary W. Haught
Post Office Box 1582
Madison, VA 22727**

Revised, 2019