

DVOOR FARM WAGON HOUSE  
EVENT SPACE RENTAL LICENSE AGREEMENT

HUNTERDON LAND TRUST  
111 MINE STREET  
FLEMINGTON, NEW JERSEY 08822

Contact: Catherine Suttle, Director of Cultural Resources  
[catherine@hunterdonlandtrust.org](mailto:catherine@hunterdonlandtrust.org)  
908-237-4582

Event Date and Time: \_\_\_\_\_

Person/Organization Responsible for Event: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone Number(s): \_\_\_\_\_

Contact Email: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_

This License Agreement (hereinafter referred to as "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_ between Hunterdon Land Trust, a New Jersey non-profit corporation, hereinafter referred to as "HLT" and the Person/Organization named above, hereinafter referred to as the "Licensee." This Agreement sets forth the conditions upon which the Licensee can use the Dvoor Farm Wagon House located at the Dvoor Farm (hereinafter referred to as the "Premises").

In consideration for the mutual benefits and obligations set forth in this Agreement, HLT and the Licensee agree to the following:

1. Dvoor Farm Wagon House Rental Information Sheet: The Dvoor Farm Wagon House Rental Information Sheet which includes the Rent schedule is attached hereto and incorporated herein.
2. Rent: The rental amount of \_\_\_\_\_ shall be paid to HLT 14 days prior to the event date.
3. Security Deposit: The security deposit must be paid to HLT 14 days prior to the event date. The Security Deposit will be returned to the Licensee within 10 business days after the event date if no damage to the Premises is found. HLT will conduct an inspection before the event and after the event to verify the condition of the Premises. If there is a need for cleaning after the event as determined by HLT, \$150 shall be charged against the security deposit.

4. Departure Condition: The Licensee agrees to maintain the Premises in good condition, leaving the Premises orderly and in the condition in which it was found. The Licensee shall be responsible for any damage caused by Licensee's use of the Premises.

5. Capacity/Attendance: The Licensee agrees to observe the maximum capacities as described on the Dvoor Farm Wagon House Rental Information sheet. Attendance must be confirmed by the Licensee for the total number of guests that will be attending the event at least 7 days prior to the event date. Licensee shall not use or occupy or permit anything to be done in the Premises or Dvoor Farm in a manner which would in any way violate any certificate of occupancy affecting the Premises and/or Dvoor Farm.

6. Cancellations/Refunds: Licensee may cancel this Agreement by providing written notice at least 7 days prior to the event date. HLT shall provide a refund except for a \$75 administrative fee as long as timely notice of cancellation is received. HLT shall have the right to retain the full rental amount if Licensee cancels within 7 days of the event date. HLT retains the right to terminate this Agreement although HLT will make good faith efforts to avoid doing so. If HLT cancels this Agreement for reasons other than nonpayment of fees or breach of this Agreement, HLT shall refund the full amount paid by Licensee and HLT will not be liable for any further damages.

The Licensee agrees that if the Licensee or any of its guests violate any of the terms of this Agreement, HLT in its sole discretion may elect to terminate the Agreement and the Licensee and/or Licensee's guests will willingly vacate the property as instructed.

7. Characteristics of Premises: The Premises is a barn which means it comes with insects, spider webs, and uneven flooring, etc; all part of its rustic charm. It is not a white glove venue. The Premises are being rented to the Licensee in "as is" condition.

8. Use of Premises: The Premises and its immediate environs located on the Dvoor Farm are listed on the State and National Registers of Historic Places. As such, due care is required while using the Premises. The Licensee shall use the Wagon House as a classroom, event or meeting space. The Licensee assures HLT that the Licensee and the Licensee's guests will observe all conditions and terms of this Agreement and will conduct themselves in a manner inoffensive to others on the Premises including the Licensee's employees, volunteers and tenants. The Licensee agrees not to condone, conduct or participate in any illegal activity on or near the Premises. Use of the Premises shall not conflict with the normal operation of HLT or its tenant(s). HLT shall not be responsible for any loss or damage of equipment, supplies, materials or any personal property owned by the Licensee, the Licensee's guests, or any Outside Vendor(s). Defacing or permanently damaging any part of the Premises, including furniture or equipment on the Premises, surrounding structures or grounds is prohibited. Damage that is observed or that occurs during the event must be reported to HLT immediately.

9. Facilities: There are no restrooms or kitchen facilities at the Premises. A portable bathroom is available.

10. Decorations: Because of the historic status of the Premises, the Licensee shall not nail any decorations to the structure of the buildings; only removable tape is allowed to affix decorations to the building. Free standing displays are preferred.
11. Outside Vendors: Licensee must obtain written approval from HLT to use an Outside Vendor who will be on the Premises at the event such as a caterer.
12. No Hazardous Materials/No Open Flames/No Smoking: Licensee will not keep or have on the Premises any items that are considered hazardous, dangerous, flammable or explosive in character. There shall be no direct flame of any kind inside the Premises except for warming chaffing dishes. Cooking on a grill or gas fired burner must be done outside the Premises on the patio and at least 6 feet away from any building. Smoking is prohibited in the Premises and at the Dvoor Farm.
13. Alcohol: For alcohol to be served, all appropriate licenses and/or insurance must be obtained at least 14 days before the event. The Licensee shall ensure that any guest under the age of 21 is prohibited from consuming alcoholic beverages at the event. The Licensee shall refuse to serve alcoholic beverages to anyone who appears to be intoxicated, impaired or under the age of 21.
14. Trash and Recycling: The Licensee shall ensure that all trash and recycling is disposed of in the appropriate containers as specified by HLT. Trash containers shall not be left inside the Premises or unattended.
15. Publication/Advertising: The Licensee shall not publicize or advertise the event in such a way that would imply HLT sponsorship or endorsement unless specifically agreed upon in writing.
16. Photographs/Videos: HLT may take photographs/videos of the Licensee and guests during the event and authorizes HLT to use and publish the same in print and/or in electronic format. HLT may use such photographs/videos of the Licensee and guests with or without identifying the name(s) of the person(s) in the photograph, without compensation, for any lawful purpose, including, but not limited to, publicity, illustration, advertising and web content. HLT will conduct this activity in as unobtrusive way as possible.
17. Right of Entry: HLT shall have the right to enter the Premises at any time for any reasonable purpose.
18. Insurance: The Licensee must provide evidence of liability insurance in an amount not less than \$1,000,000 per occurrence and not less than \$3,000,000 in aggregate. A certificate of insurance must name HLT as an additional insured. All insurance policies shall be from a company authorized to do business in the State of New Jersey with an A or better rating as determined by A. M. Best Company. Failure of HLT to demand a certificate of insurance or

other evidence of full compliance with these insurance requirements, or failure of HLT to identify a deficiency from evidence that is provided, shall not be construed as a waiver of the Licensee to maintain such insurance.

19. Assignment: Licensee shall not assign, pledge, sublicense or otherwise transfer or encumber this Agreement.

20. Conformance with Laws: The Licensee and its guests shall observe at all times the laws and regulations of the federal, state, county and local governments where the Premises is located. The Licensee is responsible for compliance with all rules and regulations.

21. Interest in Land: The parties agree that this Agreement does not convey a lease, easement or any other interest or estate in or running with land.

22. Entire Agreement: This Agreement contains the entire agreement of the parties. Any amendment or modification of this Agreement must be in writing and be signed by both parties.

23. Jurisdiction: If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent of the law. This Agreement shall be construed under and in accordance with the laws of the State of New Jersey.

24. Defend, Indemnify, Save and Hold Harmless: The Licensee shall assume all risks and responsibility for and agrees to defend, indemnify, save and hold harmless HLT and its tenants, trustees, officers, employees, agents, volunteers, successors or assigns from any and all injuries (including death), losses, liabilities, damages, claims, demands, suits, liens, expenses (including attorney's fees) and judgments, arising or alleged to arise, directly or indirectly, by reason of this Agreement or out of the presence or activities on the Premises, even if the negligence of HLT or its tenants, trustees, officers, employees, agents, or volunteers caused or contributed to such accidents, injuries (including death), losses, liabilities, damages, claims, demands, suits, liens, expenses (including attorney's fees) and judgments. The obligations of Licensee under this Section shall survive termination of this Agreement.

25. Release, Waiver and Promise Not to Sue: Licensee hereby releases, waives and forever discharges HLT and its tenants, trustees, officers, employees, agents, volunteers, successors and assigns from any and all liabilities, loss, costs, expenses, claims, causes of action, demands, injury (including death), or damages to person or property arising by reason of this Agreement or out of the presence or activities on the Premises, even if the negligence of HLT and its tenants, trustees, officers, employees, agents, and volunteers caused or contributed to such liabilities, loss, costs, expenses, claims, causes of action, demands, injury (including death), or damages to person or property. By entering into this Agreement, the Licensee gives up, among other things, rights to sue HLT and its tenants, trustees, officers, employees, agents, and volunteers for injuries, damages,

losses or for any other claim. The obligations of Licensee under this Section shall survive any termination of this Agreement.

Licensee Signature \_\_\_\_\_

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

Title: \_\_\_\_\_

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

HLT Signature \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Agreement version October 25, 2016