



RENTALS POLICY

***Everything you need to know about renting at Dallas Heritage Village.
Must be read and signed prior to renting.***

The Mission of Dallas Heritage Village and the Dallas County Heritage Society: The mission of the Dallas County Heritage Society is to preserve representative structures, artifacts and other historical materials related to the history of Dallas and North Texas between the years of 1840-1910. It accomplishes this mission primarily through the operation of Dallas Heritage Village. The 38 historic structures, along with historical furnishings, artifacts and other historical materials owned by the Dallas County Heritage Society, are used to sponsor educational programs, exhibits, publications, special events and research programs for diverse audiences.

The Board of Trustees of the Dallas County Heritage Society, in an effort to increase awareness and support public programming, has made Dallas Heritage Village available for use as a limited rental facility. Certain rules and procedures must be followed to protect and preserve the historic structures and artifacts of Dallas Heritage Village for future generations. Those policies are set forth in this Handbook.

1. Renter's Eligibility

Who Can Rent a DHV Facility?

- Individuals over the age of 21 or groups may rent approved facilities at the museum for activities and events that are compatible with the museum's mission (*for Mission Statement see end of this document*) and do not harm DHV's image or damage the grounds, structures or artifacts.
- Individual renters must be U.S. citizens.
- All renters must adhere to all of the policies and guidelines set forth in this Rental Policy document.

The management staff or the Board of Directors of DHV can decline to rent facilities any time they determine, in their sole discretion, if they deem the event is not in the best interests of DHV, or the renter will not or cannot adhere to the rental policies. All determinations are made on a case-by-case basis and are guided by the best practices guidelines published by the American Association of Museums.

DHV will not align itself with any particular ethnic, religious, political or social organization or cause.

What Events are Not Allowed to Rent at Dallas Heritage Village?:

- Fundraising events benefiting other non-profit organizations. Exceptions may be granted if the event also benefits DHV and is approved by DHV.
- Political fundraisers, political activities or money-raising events.
- Regularly scheduled worship services of any religious denomination or organization.
- Events that contain planned "social statements" or political statements (Example: protests).
- Events that involve gambling, lotteries or games of chance for monetary rewards.
- Events open to the public requiring the purchase of a ticket or any other event where there is an exchange of services and goods for money (Examples: flea market, art sale, etc.).

2. Renter's Responsibility

Facilities Use and Occupancy:

Those buildings and/or areas described in your Rental Agreement are the only buildings/areas that you can exclusively occupy during the time allotted for your event; other buildings or areas of the historic Village may be open for public use, or for other private rentals that occur simultaneously with your event. For example, if you have rented the Renner School, it means that you and your guests have the right to hold a private event without public intrusion during the time you have reserved. Other buildings and areas of the museum will remain open for regular public use or for other private events.

Grant of Use:

- DHV provides only the rental facility for your event -- you must make all arrangements and agreements with your own independent contractors such as wedding or event planners, caterers, photographers and entertainers.
- You are solely responsible for retaining the services of all independent contractors and service providers for your event.
- It is your responsibility to ensure that all vendors and independent contractors comply with all policies contained in this Rental Policy document and in the Rental Agreement. DHV is not responsible for the acts of any vendor or independent contractor.
- All vendors and independent contractors must complete set-up and tear down activities within the event times outlined in your Rental Agreement.
- During your event, DHV has the right to remove any individual, group or equipment that may cause harm to the guests, the public, the premises, the museum collections or museum animals.
- You assume full responsibility for all guests and any loss, damage or bodily injury that may result from your or your guests' use of the facilities.

You are granted use of the facilities as outlined in your Rental Agreement and must abide by the policies set forth in this Rental Policy document. If there is any conflict between the provisions of this document or the Rental Agreement and any oral discussion with DHV staff, the written provision of this document or the Rental Agreement will control. Any exceptions negotiated and contained in the Rental Agreement will prevail over the general policies contained in this Rental Policy document. DHV has the right to waive any of the policies in this Policy document when it is deemed, in the sole discretion of the DHV staff, suitable to do so.

Laws and Ordinances

All groups or individuals who use or rent the facilities at DHV must comply with all City of Dallas ordinances and State and Federal Laws including the laws and regulations of the Internal Revenue Service, the Texas Alcoholic Beverage Commission and the laws of the State of Texas concerning weapons. It is your responsibility to comply with these laws and to make sure your vendors and independent contractors comply with all these laws.

3. Payment and Deposits

Advance Fees:

Unless otherwise provided in your Rental Agreement, events are booked and the date is held with a signed Rental Agreement and a non-refundable advance deposit of ½ of the total contracted rental fee. The advance deposit is not a security deposit and will not be used to defer any damages incurred as a result of your use of DHV.

Final Payment:

The balance of all rental fees (including a credit card on file for the security deposit) is due 90 days prior to your event. Fees for any add-on services will not be charged until 1 week before your event. The credit card on-file will

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be used for add-on services unless another form of payment and requested, arranged and approved. Any additional fees, such as overtime rental fees, overtime staffing charges, etc., will be charged to the credit card on file after you have been notified of these incurred charges.

Payment Methods:

All payments may be made in cash, cashier's check, money order, personal check or by credit card. We accept VISA, MasterCard and American Express. We cannot accept Debit Cards for any amount over \$250.00. Failure to pay fees at the times specified in these policies will result in cancellation of your event and your advance deposit will not be refunded. You must sign a credit card authorization form for your security deposit. This credit card will also be used to obtain payments for any add-on services or anything that may occur the day or night of the event, such as any cleaning or labor charges. You will be notified in advance of these charges.

Payment by Check:

A \$50 administrative fee will be charged for any checks returned due to insufficient funds. **All checks must have cleared your account prior to your event;** therefore, last minute add-ons are not eligible to be paid by check.

Security Deposit:

The amount charged for the security deposit is set forth on our pricing materials. This deposit is required for the protection of the museum facilities, grounds, animals and artifacts. Your Security Deposit will not be retained provided that no damages have occurred to the grounds, buildings, animals or artifacts; that all fees that have been paid to DHV for additional services or other charges; and, all items belonging to you and your vendors or independent contractors have been removed from museum property. If any of these requirements have not been satisfied, your security deposit may be forfeited.

Cancellation Fees:

If the event is canceled prior to your final 50% rental payment, you then do not owe the remaining balance. If your event is canceled less than 90 before the event, DHV will return the final 50% of the rental fee paid, including the security deposit, upon written notice of cancellation and written request, complete with mailing address for return by U.S Postal Service, for the final 50% rental fee and Security Deposit to be returned. **The advance deposit due with the Rental Agreement is non-refundable and this is non-negotiable.**

Cancellation Policies:

DHV has the right to cancel any event due to circumstances beyond our control, including but not limited to acts of God, war, civil disobedience, fire or other casualty, severe weather conditions (i.e. hail, tornadoes, etc.), actions by governmental authorities or any other circumstances that render DHV unsafe or unsuitable for the event. If an event is canceled under these circumstances, DHV will not reimburse any rental or security deposit fees and is not responsible for any damages or other losses that may result from the cancellation.

In addition, if DHV management determines that it is in the best interests of the museum to cancel an event because the renter or its vendors or independent contractors will not comply with museum rental policies or are not willing to work with DHV staff on these matters, DHV has the right to cancel the event at any time. In these circumstances, DHV will not be responsible for any damages or other losses that may result from the cancellation.

4. Food and Beverage Policies - Catering

Caterers:

You must notify DHV of the caterer you have selected for your event at least 30 days prior to your event. Approved Caterers on our list are selected for the quality of their services, their ability to meet legal, TABC and insurance requirements, their commitment to following museum catering guidelines, and the ability to serve customers with the standards with which we expect our clients to be served. All caterers must remit 10% of the food and beverage charges to DHV, and you must provide DHV with a copy of your food and beverage invoice for audit purposes 1 week before your event.

You may use a caterer not on the list, but that caterer must first satisfy all the requirements of the Approved Caterer Program and you will be charged a non-refundable **\$500 substitute caterer fee**. The Director of Sales must be notified at least 45 days in advance if a substitute caterer is chosen. As a museum, our environment is

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different than other venues and we require our caterers to know how to work within this specialized environment. For this reason, we strongly recommend that you use a caterer that works within this environment on a regular basis and knows what is expected of them. Your caterer's ability to meet this criterion may determine whether your Security Deposit will be returned or kept. DHV has the right to refuse to allow you to use a specific substitute caterer for any reason, including past performance, concerns about future performances, etc.

Self-Catering:

Self-Catering is defined as the serving of food by anyone that is not part of the catering wait staff, including food drop-offs, food prepared in a commercial kitchen but picked up by the client or delivered to the Village, and food that will be served to guests by the client or their event assistants. Due to health code provisions that require a Food Handlers Permit to distribute food, DHV **does not allow events to be self-catered or partially self-catered**. Exceptions are only made for events sponsored by DHV, photo shoots, etc. There will be no exceptions permitted by rental clients. There is no provision for cake or punch/non-alcoholic beverage, however, there is a required fee of \$75 for this service to cover our cleanup after the event.

Food Preparation:

All food delivered to DHV must be pre-prepared in the caterer's own licensed kitchen. Use of BBQ grills with charcoal starters and deep fryers is prohibited in all circumstances.

Linens, Glassware, China and Other Services:

DHV provides only the rental facility and any services outlined in your Rental Agreement or in published packages. You or your caterer are responsible for providing all items related to the staging and serving of food and beverages, such as china, glassware, table linens, silverware, etc.

Chairs and Tables:

DHV has a limited number and type of chairs and tables available for rental. Requirements exceeding 240 chairs will require outside rental. If outside chairs are rented, DHV will not mix our chairs with rented chairs. There is a one-time setup and stacking fee of \$50 for rented chairs.

Alcohol:

DHV allows alcoholic beverages at rental events but requires that anyone who serves alcohol be certified by the TABC. You are responsible for complying with all applicable state and federal laws pertaining to the serving of alcoholic beverages and for ensuring that your caterer and other independent contractors comply with these laws as well. DHV is not responsible for any damages resulting from the failure to obtain the appropriate permits. You or your caterer must provide any applicable permits related to the event to DHV 30 days before your event.

Failure to do so will result in an additional \$350.00 Service Fee. Alcoholic beverages may not be delivered or stored at DHV before or after your event. DHV is not licensed to sell or serve alcoholic beverages and cannot accept any responsibility for the storage of these beverages.

Beer, Wine and Champagne:

Beer, wine and champagne may be served at events at DHV. If you decide to purchase the beverages and have your caterer serve them, the caterer must bring them to the museum on the day of your event. **Cash bars and beer kegs are prohibited under all circumstances.**

Mixed Beverages:

Mixed drinks may be served at events at DHV. You must pay an additional \$250 mixed beverage fee (Margarita machines are considered to be a mixed beverage) and may have to sign additional liability waivers.

Service:

The caterer or bartender has the right and obligation to refuse service to anyone less than 21 years of age or deemed intoxicated. Alcoholic beverage service must end at least 30 minutes prior to the end of an event and may only be consumed in the areas designated for your event in your Rental Agreement. Alcoholic beverages may not be consumed in restrooms, cars, parking lots or areas surrounding the museum. If a guest is not cooperative in their consumption of alcoholic beverages, is behaving in a manner that is disruptive or is a danger

to the museum facility, grounds, animals or other people, DHV event DHV Liaison staff and security will remove the guest from the premises and call the police. No one will be allowed to leave the event facility with an open container of alcohol. Any damage caused by intoxicated guests will be deducted from the renter's security deposit.

5. Access Times and Deliveries

Services Provided:

DHV staff does not act as your event planner or event coordinator during the event. You are responsible for set-up times, deliveries, etc., complying with policies in this Rental Policy document. If DHV is asked or required to coordinate your wedding or event, or components of your wedding or event, **an additional labor fee of \$30.00 per hour** will be charged. You must check-in with the designated DHV Liaison or security officer prior to the commencement of deliveries for your event.

Deliveries and Hours of Operation:

DHV is open to the public with regular operating hours Tuesday-Saturday 10 a.m. – 4 p.m. and Sundays noon – 4 p.m. Most deliveries will need to be arranged to take place during regular operating hours. Because DHV is a museum above all, access to the museum for set-up and delivery needs to be approved by the DHV Director of Sales, who will base his or her approval on impact on museum operations, programs, school tours, exhibits and other scheduled events.

Deliveries can begin 2 hours prior to an event. We allow one vehicle at a time to unload inside the Village gates between 2pm and 4pm when the Village closes to the public. Access times will be specified in your Rental Agreement. It is your responsibility to make sure your vendors and independent contractors follow these policies and are informed of proper delivery times and locations. DHV is not responsible for any delays or damages due to vendors' or independent contractors' failure to abide by these policies.

You must provide DHV with a complete vendor list (including phone number) and delivery schedule 1 week prior to your event. DHV Liaison staff and security will direct delivery vehicles based upon this list. Delivery vehicles cannot exceed 5 tons and are restricted to the delivery areas designated for each rental building or as deemed appropriate by the DHV Liaison staff. We do not allow large trailers (larger than a horse trailer) onto the museum grounds. Trailers of this size will be directed to the parking lot across from the Ambassador Hotel (*note: one-way access on St. Paul heading south*) and all deliveries/pickups will be directed through the side gate.

Once a delivery has been completed, caterers and other service providers must move their vehicles off of museum property into appropriate parking areas as directed by DHV Liaison staff and security. To preserve the safety of museum facilities, grounds, animals and patrons, we reserve the right to limit the amount and flow of delivery vehicles on the museum grounds at any time. While the DHV Liaison and security staff of DHV will be present during delivery times, you assume all responsibility for rental items and equipment. **DHV is not responsible for the loss or damage of any rental items or equipment.** DHV has the right to refuse to allow you to use a specific vendor or rental company for any reason, including past performance, concerns about future performances, etc.

Complex Set-Up/Convention Services:

Specific requirements for large, multi-day events and conventions must be identified, negotiated and outlined in your Rental Agreement.

Storage:

DHV does not have the floor space or warehouse space to store event items or deliveries. All deliveries and pickups must be made the day of the event due to other rentals before and following your rental. Items may be delivered the night before an event and – depending on the floor space needed and available, and on DHV approval – may be stored overnight only with special permission from the Director of Sales. DHV is not responsible for any items stored on museum grounds.

6. Breakdown and Clean-Up

Event Breakdown:

The time scheduled for the event in your Rental Agreement includes the clean-up and teardown time. It is your responsibility to make arrangements with the caterer, event planner and other service providers to meet this deadline. If your event exceeds the time outlined in the Rental Agreement, the additional hourly rate set forth in the Rental Agreement will be charged and billed to the credit card on file for the event.

Clean-Up and Facilities Checklist:

All caterers must follow the cleaning checklist and instructions provided by the DHV Liaison and as set forth in their agreement with DHV. **All rental facilities must be left as they were presented for the event.** They must be clean and free of all trash and debris. Trash must be deposited in the designated dumpster off of the museum grounds. The DHV Liaison will have a facilities checklist that must be completed and signed by the caterer or the renter prior to leaving the facility. The Director of Sales will determine the amount of the security deposit, if any, to be retained based on this checklist and on damage or incident reports given after a walk through of the facilities by the DHV Liaison and Caterer/Renter.

Cleaning and Service Charges:

You or your independent contractors are required to follow the policies set forth in this Rental Policy document and properly complete the DHV cleaning checklist following your event. It is your responsibility to ensure that your independent contractors comply with these policies. By renting a facility at DHV, you are agreeing to pay the indicated charges for the services which DHV staff are required to perform in case of your or your independent contractor's failure to comply with the policies in this Rental Policy document and your Rental Agreement.

7. Decorations

Because DHV is a museum, there are restrictions on event decorations. These policies must be followed or your security deposit may be forfeited:

Signage and Display Materials: Signs and banners may not be attached to any fixtures, walls, building exteriors, walls or doors. Display materials must be presented on free standing easels.

Nailing and Tacking: Florals and other decorations must be free-standing and may not be nailed, stapled or tacked onto the walls, floors, ceilings, windows or doors of any rental facility under any circumstances.

Tents: Tents are permitted but must be coordinated by DHV staff with the preferred vendor that stores and erects DHV's tents and is retained to provide other tent services. Tenting is at the additional expense of the renter, and the Director of Facilities must approve placement and set-up of tents in specific areas based upon Parks and Recreation and curatorial requirements for specific buildings and gardens.

Set Design and Staging: These items are permitted but must be free-standing and must be approved by the Director of Sales and addressed in the Rental Agreement. All equipment must be removed immediately following the event.

Interior Furnishings and Architectural Components: The furniture and interiors of rental facilities may not be moved or re-arranged by the renter. Only DHV Liaisons or curatorial staff can assist caterers with minor modifications for food services. No furnishings may be moved in any building under any circumstances.

Floral Components: No real flower petals of any kind can be tossed in the Pilot Grove Church, Park Cities Heritage House or Main Street Saloon. **Only silk flower petals can be tossed and must be cleaned up by the renter after the event as part of the facilities checklist.** Floral arrangements must be set on tables in vases or be set in free-standing floral displays or on pillars. Flowers and all plant materials must be free of all pests and

cannot contain any berries or other staining materials that can stain museum facilities or furnishings. Hay bales are not permitted in or around the rental facilities.

Candles: Open flames of any type are prohibited. Only “dripless” candles or candles covered or enclosed in glass (i.e. votives, hurricane glasses and candle stanchions) are allowed. Candles may be used in the Renner School House and Main Street Saloon only with advance approval by the Director of Sales.

Balloons: Helium balloons are allowed on Main Street, the Pavilion and Grounds only. You are responsible for taking down and removing the balloons after your event. Balloons may not be tied to the street lights or building exteriors.

Helicopters, Hot Air Balloons and Aircraft: Helicopters, hot air balloons and all other aircraft are strictly prohibited on or around the grounds of DHV.

Promotional Vehicles: The presence of vehicles for conventions, car promotions or photo shoots must be negotiated in advance by the Director of Sales and addressed in the Rental Agreement. DHV will decline any requests when necessary to protect the museum grounds, structures and artifacts.

Restricted Decorations and Props: Smoke, fog and bubble machines, glitter, marbles, decals, crepe paper, roller skates, bicycles, live animals, decorating with paint, markers, adhesive tapes, floral adhesive and spray mount, sequins, artificial snow, straw and hay are all prohibited. Machines producing mist and humidity are also prohibited. “Bump houses” or other blow-up structures such as bump wrestling and bump sumo facilities are also prohibited.

Fireworks and Pyrotechnics: Aerial fireworks of any kind are prohibited on or around museum grounds. No sparklers or burning decorations are allowed inside any of the rental facilities. Sparklers may only be used on Main Street between the Pavilion and the Fountain and must remain at least 6-feet away from any structures. There is a \$75.00 Sparkler Fee.

Tape on flooring: Tape used on the floors to secure wiring, extension cords, rugs or flooring is strictly prohibited since it is damaging to the floor. Paint or wood damage to any floor that is due to taping of the above items will result in the **forfeiture of the entire security deposit**. The Renter bears the responsibility for ensuring that their sub-contractors (caterer, florist, DJ, etc.) adhere to this rule. Any damage caused by sub-contractors will be the sole responsibility of the Renter.

8. Wedding Policies

Wedding Decorations: Only biodegradable items such as birdseed, flower petals and bubbles are allowed outside of the rental facilities. None of these items may be tossed inside any rental facility. Rice, confetti, streamers, potpourri and other non-biodegradable items are prohibited.

Rehearsals: DHV allows the rental facilities to be used for wedding rehearsals. Rehearsals last one hour and must begin after the museum closes to the public at 4:00 p.m. and conclude by 8:00 p.m. A security guard will be present at rehearsals, but an DHV Liaison will not. There may be other rental events taking place in DHV during your rehearsal.

The Bridal Suite: DHV allows a bridal suite to be used for changing and dressing. Access to the bridal suite begins at 3:00 p.m. unless otherwise provided in your Rental Agreement. The bridal suite, like all museum buildings, is a non-smoking facility.

The Groom’s Suite: DHV allows a groom’s suite to be used for changing and dressing. Access to the groom’s suite begins at 3:00 p.m. unless otherwise provided in your Rental Agreement. The groom’s suite, like all museum buildings, is a non-smoking facility.

Bridal Photography: DHV allows the museum grounds to be used for bridal and engagement photography. When a rental package (ceremony and reception) has been purchased, there is no charge for this extra service. If only a ceremony **or** reception has been scheduled, Bridal Photography Rates will apply.

Limousines and Other Vehicles: Limousines and other vehicles are allowed on the paved circular drive around the museum only. While the event is taking place, the vehicle must be kept in a parking lot off of museum grounds. The DHV Liaison will direct the vehicle's entry, exit and parking. The driver must comply with the security guard or DHV Liaison's instructions or the vehicle will not be permitted on the grounds. DHV is not responsible for any damages or delays due to the driver's failure to comply with these instructions or policies. Stretch and super-stretch limousines and other unusually large vehicles are prohibited because they cannot navigate the path to enter the grounds. It is the renter's responsibility to make sure that the transportation company and driver have all appropriate insurance and licenses, and to provide DHV with any proof of insurance or license requested by DHV staff before or during the event.

Surreys/Carriages: Surreys or carriages pulled by horses are allowed on the museums grounds. While the event is taking place, the surrey must be kept in a location designated by the DHV Liaison. The surrey operator must comply with the DHV Liaison's instructions or the surrey will not be permitted on the grounds. It is the renter's responsibility to ensure that the surrey operator complies with the DHV Liaison's instructions and all applicable DHV policies. DHV will not be responsible for any damages or delays due to the surrey operator's failure to comply with these instructions or policies. It is the renter's responsibility to make sure that the surrey company and operator have all appropriate insurance and licenses, and to provide DHV with any proof of insurance or license requested by DHV staff before or during the event. The renter may be required to sign a release or waiver of liability before the surrey can enter the museum grounds. Horses must be diapered at all times when on museum grounds. The surrey operator is responsible for diapering horses and cleaning up after them. If DHV staff is required to clean up after a surrey, an additional labor and cleaning charge will be applied at the rate of \$30.00 per hour. The renter should emphasize these issues with their surrey operator.

9. Policies and Disclosures for Rental Facilities

Non-smoking: Smoking is prohibited in all museum buildings and rental facilities. Smoking is permitted only in certain ground spaces, outside of rental facilities, and in the designated picnic space at DHV.

The Pavilion: The Pavilion is an open air structure with doors that slide open and pop-out, allowing for an almost completely open air event. This limits the climate control features inside the Pavilion because it is not a fully enclosed and insulated building. There is a 7-ton air conditioning unit inside the Pavilion which, under most weather conditions (with open doors) can cool the air inside the Pavilion to about 10 degrees less than the outside temperature. Because it is an outdoor structure, DHV cannot guarantee comfortable temperatures in the Pavilion. We do not rent the Pavilion for formal events during the months of June, July, August and September unless the renter assumes full responsibility for procuring an additional temporary air conditioning solution. If you rent the Pavilion, you acknowledge that Dallas Heritage Village is not responsible for any damages or delays caused by the temperature in the structure during your event. The Pavilion has a pre-set ceiling swaging mechanism which allows fabric to be draped from the ceiling of the structure. Please consult with the Director of Sales for prices for this decorating service. No structural changes may be made to this building by the renter. This is an ADA-compliant structure.

Pilot Grove Church: Even though air conditioned, DHV cannot guarantee comfortable temperatures inside the Church in the case of extreme outdoor temperatures on the day of the event (roughly, temperatures exceeding 90 degrees or below freezing). If you rent the Church, you acknowledge DHV is not responsible for any damages or delays caused by the temperature in the structure during your event. Full bands are not permitted. A wreath hook is provided on the front door but nothing can be nailed to the front door. Flowers, both live and silk, can be draped over the rails entering into the Church. Any scrapes or drag marks on the hardwood floors beyond normal traffic wear will result in either forfeiture of your security deposit or a labor and cleaning charge to buff and re-finish the floors. The Pilot Grove Church is an ADA-compliant building.

Main Street, Main Street Stage and Fountain: DHV has a paved circular drive around the museum grounds dedicated to vehicles for delivery and staging. No vehicles are allowed to drive or park on the green space or the

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cobblestone walk on Main Street without the advance permission of the Director of Sales. Any unique arrangements for the use of the grounds must be negotiated and addressed in your Rental Agreement. The fountain on Main Street does not run continuously. It shuts off by timer at 4:00 p.m. To keep the fountain running during an event, a provision must be included in your Rental Agreement and an additional fountain charge of \$35.00 applies. This charge is not applicable for rental packages (i.e. more than one facility rented or ceremony/reception sites rented). The Stage can be rented for entertainment, decorative sets, etc. Access to exterior power and power boxes can be arranged. Any significant set, stage or lighting must be approved by DHV staff in advance and outlined in your Rental Agreement. The Main Street area and Main Street Stage are ADA-compliant.

Main Street Saloon: Even though air conditioned, DHV cannot guarantee comfortable temperatures inside the Saloon in the case of extreme outdoor temperatures on the day of your event (roughly, temperatures exceeding 90 degrees or below freezing). If you rent the Saloon, you acknowledge that DHV is not responsible for any damages or delays caused by the temperature in the structure during your event. No furnishings may be moved by the renter. The grizzly bear is unique and valued at over \$30,000. Any damage will result in complete forfeiture of your security deposit and an additional repair charge. None of the items on the back bar may be moved for an event and caterers must stage all food and beverage service on the front bar. Unless otherwise negotiated and addressed in your Rental Agreement, only a piano player is permissible entertainment in this space. The Saloon is an ADA-compliant building, via a ramp in the back.

Renner School House: Even though air conditioned, DHV cannot guarantee comfortable temperatures inside the School in the case of extreme outdoor temperatures on the day of your event (roughly, temperatures exceeding 90 degrees or below freezing). If you rent the School, you acknowledge that DHV is not responsible for any damages or delays caused by the temperature in the structure during your event. No furnishings may be moved under any circumstances. None of the period books or blackboards may be removed from the shelves on the ground floor. Entertainment can be staged upstairs. The downstairs stage and the upstairs area are generally suitable only for a DJ or small band (3 pieces). The ground floor of the School is ADA-compliant via a ramp in the back. To maintain its historic architecture, the second floor of the School has not been made ADA-compliant.

Park Cities Heritage House: Even though air conditioned, DHV cannot guarantee comfortable temperatures inside the house in the case of extreme outdoor temperatures on the day of your event (roughly, temperatures exceeding 100 degrees). No furniture may be moved by the renter or the renter's service providers except for rearranging the gold banquet chairs provided with a rental package. Tables, living room furniture and other furnishings can only be moved by DHV staff and no furnishings, including chairs, may be used on the lawn unless arranged in advance with the Director of Sales. Some requests cannot be accommodated. The renter should negotiate and address any desired furniture movement in the Rental Agreement. The kitchen can only be used by caterers for prep, staging and warming. No cooking is allowed in the kitchen. No china can be moved out of the china hutch. Small musical groups (maximum of 3) and DJs are permitted to perform outside on the porch. No group larger than a duo, and no DJ, can perform inside. Performers may only perform in the front foyer, on the front porch or front lawn. Dancing is not allowed on the hardwood floors. All outside music must stop after 10:30 P.M. due to Dallas City ordinances. DHV only allows shepherds hooks and floral baskets lining the walkway leading up to the front porch. Floral arrangements must be on pillars, stands, or in planters and placed on or near the porch. The only candelabras permitted on the porch itself or in the house are those that utilize covered or drip-less candles. When pre-arranged, you may use chairs, tables and tents on the lawn. No staging, vehicles, or heavy objects are allowed on the lawn. The Park Cities Heritage House comes with modern corporate amenities such as dedicated phone lines, wireless internet service, a fax port, etc. The renter is responsible for any long-distance charges incurred on these phone lines. The Park Cities Heritage House is ADA-compliant via a key-operated wheelchair ramp and lift attached to the side of the house; be sure to notify your Sales Representative prior to your event that activation of the wheelchair lift is needed during your event.

Millermore Lawn

No vehicles may be driven on the lawn. No food or beverage may be served on the front lawn. DHV only allows shepherds hooks and floral baskets lining the walkway leading up to the front porch. Floral arrangements must be on pillars, stands, or in planters and placed on or near the porch. No floral baskets or free-form florals may be placed on the door, the porch or any part of the Millermore Mansion exterior. Placement of balcony floral swaging is prohibited. All flowers must be removed and disposed of after the event. The only candles permitted on the

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lawn are DHV's candle stanchions. The only candelabras permitted on the porch itself are those that utilize covered or drip-less candles. No ladders may be dragged onto the porch. No exterior decorative changes may be made to this space, including the removal of any flags or building markers. GAF electrical outlets are accessible on each side of the porch. Only chairs and tables are permitted on the lawn. No staging, vehicles, or heavy objects are allowed on the lawn.

The Bandstand: No vehicles may be driven on the lawn. No food or beverage may be served on the Bandstand. There is electrical access on all corners of the Bandstand. DHV only allows shepherd hooks and floral baskets lining the walkway leading up to the Bandstand. Floral arrangements placed on the Bandstand must be on pillars, stands, or in planters. The only candles permitted are DHV's candle stanchions. The only candelabras permitted on the Bandstand are those that utilize covered or drip-less candles. Floral trellises, dividers and panels are permitted on the Bandstand. Exterior garlands must be draped on the panels and cannot be nailed or tacked into the side of the Bandstand. The ground space around the Band Stand is ADA-compliant.

Grounds: Any unique arrangements for the use of the grounds must be negotiated and addressed in your Rental Agreement.

Nancy's Garden and Picnic Area: No picnic tables may be moved without the permission of DHV staff. No vehicles are allowed on the lawn. Smoking is permitted provided the appropriate smoking urns and trash cans are used.

10. AV, Lighting, Music and Entertainment

Lighting: All UV lights used at museum events must have UV filters. All forms of incandescent lighting produce heat which can damage painted services and adhesives and can accelerate photochemical degradation of many artifacts and decorative treatments. Any additional interior or exterior lighting used at museum events (including but not limited to halogen, incandescent and flood lights) must be approved by the curatorial department.

Music and Entertainment: When choosing entertainment, it is your responsibility to understand and comply with the policies in this Rental Policy document and to be aware of the physical limitations of your particular rental facility. Plans to hire musical acts or entertainers other than a band or DJ (such as circus performers, jugglers, children's entertainers, face painters, casino operators, etc.) must be negotiated and addressed in your Rental Agreement. DHV has the right to refuse to allow such acts to perform.

Noise: DHV borders a residential neighborhood. Due to city ordinances, amplified music, speeches or performances are not permitted outside the rental facilities past 10:30 p.m. It is your responsibility to comply with this restriction and to ensure that your guests and entertainers comply with this restriction.

Staging: Any additional staging required for your event must be approved by the Director of Sales and addressed in your Rental Agreement. For corporate events, the renter can work with DHV staff to design custom plans for staging, lighting and set design.

Services: DHV has a preferred service provider that renters are encouraged to use to obtain additional AV requirements. These services must be negotiated with the Director of Sales and addressed in your Rental Agreement.

Interior and Artifact Photography: Many forms of natural and artificial lighting can harm the interiors of many of the museum buildings and historical artifacts, so interior photography of museum buildings and artifacts is not allowed. Interior photography is only allowed in rental buildings and during rental events.

Exterior Photography: Any "staged" exterior photography using professional equipment, props, lighting, filters, etc. by individuals (such as engagement photos) or professional photographers (such as catalog shoots, bridal portraits, or tourism photos) must be contracted as a paid photography rental event. **Any unauthorized photographer must turn the film over to DHV staff or pay the commercial photography rental fee.** Location scouts must contact the Director of Sales for information on location photography and events. Flash photos of all

building exteriors must be limited to at least 10 feet from the structure. DHV will under no circumstances allow our animals to be exploited in any photo shoot.

Video: DHV may be rented to agencies and professional film crews for video, film and TV commercial production. Commercial production companies may shoot pre-determined structures and exteriors for TV commercials, promotional videos, documentaries, and other materials for a single use by their client. Under no circumstances will DHV allow video to be taken and used by the photographer, agent or agency to make a profit either directly or indirectly. DHV will under no circumstances allow our animals to be exploited in any video production.

Wedding and Rental Event Photography: Some wedding rental packages at DHV include provisions for bridal or engagement photography included in the packages. Bridal and engagement photos may be shot at DHV without having the wedding ceremony or reception at DHV, however, the renter will be charged the Bridal Photography Rate and can rent the Bridal Suite for make-up and dressing space.

DHV often shoots its own event photography at weddings and rental events to help promote the museum. By renting a facility at DHV, you are providing general approval for DHV to shoot these photos without people (room set-up, florals, etc.). You may be asked for permission to shoot promotional photos of the people at your event for these DHV promotional materials. Your approval will also serve as a release to photograph your guests. If a guest objects to a photo's use in a print piece or on the web, DHV will stop using the photo in print or on the web after receiving the guest's request in writing, but will keep the photo in the DHV scrapbook.

11. Additional Logistics and Facilities Policies

Firearms and Weapons: Carrying a firearm on DHV grounds is prohibited, even by people licensed to carry a concealed handgun under Texas state law. Police officers, federal agents and licensed security company personnel hired for supplemental security purposes are exempt from this policy.

Capacity and Fire Code: DHV will indicate the square footage and capacity requirements for each rental facility. DHV complies at all times with all city fire ordinances and will not allow rental events to exceed fire code capacities. It is your responsibility to be aware of the applicable capacity for your event and to ensure that it is not exceeded. DHV is not responsible for any damages or delays resulting from cancellation of an event due to fire code violations.

Accessibility Accommodations: All DHV facilities are accessible to people with physical disabilities. All rental facilities (except the top floor of the Renner School House and top floor of the Museum Store) are ADA compliant. If you have any additional needs, please consult with the Director of Sales to make appropriate arrangements. DHV Liaisons can provide golf cart transportation from the parking lot to rental facilities for guests with additional needs. Only DHV staff is permitted to drive golf carts.

Animals: Animals other than DHV farm animals are not allowed on DHV grounds for rental events. The only exception is trained dogs providing assistance to disabled persons or working with licensed security personnel or law enforcement officers.

Smoke and Smoking: Materials causing smoke or other potentially hazardous conditions are prohibited. Smoke producing machines, explosives and pyrotechnics are prohibited. Smoking is prohibited in all museum buildings and rental facilities. Smoking is permitted only in certain ground spaces, outside of rental facilities, and in the designated picnic space at DHV.

Temperature and Climate Control Disclaimer: The age of these structures restricts our ability to create rapid temperature adjustments and often requires up to 24 hours of heating or cooling in order to produce any noticeable change in temperature. If the exterior temperature rapidly increases to roughly 90 degrees or greater, these structures may possibly not be cooled to a comfortable temperature by the air conditioning units retro-fitted for these buildings. The same is true of heating the facilities on sub-freezing days. Every effort will be made to achieve a comfortable temperature for your event, however, when you rent a historic facility at DHV, you acknowledge that DHV is not responsible for any delays or damages caused by weather conditions or the temperatures in the rental facilities.

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Inclement Weather: DHV staff will make every effort to accommodate you and your guests in the event of inclement weather but cannot offer a refund or alternative rental facility if your event must be canceled due to severe or inclement weather. When renting facilities for outdoor events, we recommend you reserve an additional facility or provide for tents in case of inclement weather. For outdoor weddings not exceeding 120 people, the Church will be used as rain-backup at no additional charge. For outdoor weddings exceeding 120 people but less than 180 people, and if no reception has been scheduled in the Pavilion, the Pavilion will be rain back-up for the ceremony at no extra charge. For ceremonies exceeding 180 people, or weddings that include a reception also scheduled in the Pavilion, tents may be purchased for an additional fee.

Parking and Valet Requirements: DHV does not charge for parking for rental events, however, Gano Street is narrow and can only accommodate a limited number of vehicles. When many cars converge on this street at one time, there is a need to direct traffic and coordinate parking. We strongly recommend that you contract for valet parking if your event exceeds approximately 100 cars or 200 guests. If you decline to use a valet service, DHV cannot guarantee safe or timely parking and your guests may have to walk a great distance. Formal evening events with 200 guests or more are required to contract for valet parking or utilize transport companies such as bus operators. All valet parking must be arranged through DHV staff. The decision to provide valet parking must be made 30 days prior to the event.

Conduct: In addition to complying with the other policies contained in this Rental Policy document and your Rental Agreement, you and your guests and independent contractors must comply with all instructions and requests made by DHV Liaisons and security concerning conduct during your event. DHV has the right to require the immediate removal from DHV grounds of any person who is causing a disturbance or engaging in any conduct that, in the sole discretion of DHV staff, is threatening or dangerous to people or property within DHV. DHV is not responsible for any damages or delays caused by the removal of such a person.

You Are Your Own Event Planner: Please Read

DHV will provide you with basic services for your event. The DHV liaison is not a wedding planner. DHV does not employ a certified wedding planner. Our staff will work with your event or wedding planner if you have one. DHV does not require that you have an event or wedding planner to host your event, although we do strongly recommend a professional planner for a large event or wedding. You acknowledge that the Director of Sales and other museum staff will not serve as your event or wedding planner or event coordinator under any circumstances. You (or your designee) are solely responsible for coordinating and hiring your own vendors and independent contractors to provide the services you need for your event.

DHV's Role

Meetings and amount of involvement that the Director of Sales and other staff members engage in as a complimentary service will be limited to four meetings on-site. DHV staff will conduct an initial meeting with you to tour the space, a second meeting to complete the Rental Agreement and other documents, and at no charge, provide the time needed to participate in up to two additional meetings with you, your event planner and/or vendors for a total of 4 meetings. As part of our basic services for events, DHV staff will assist you with

- selecting the appropriate Approved Caterer
- answer questions and provide referrals
- contract for ancillary services such as chairs or tents
- coordinate DHV logistics such as the scheduling of buildings, DHV Liaisons and security staff, and make sure all necessary insurance and other documents are on file.

DHV Liaison for Your Event: Rental packages include a DHV Liaison (up to 249 guests) who will be on the grounds of DHV from the time your deliveries start to the conclusion of your event. When guest count exceeds 249 people an additional DHV Liaison might be required depending on the complexity of your event. The additional fee for this service is \$150.00 The DHV Liaison and the security staff on duty serve as your Guest Services staff.

DHV Security: DHV provides security during rental events. During an event of 249 people or less, there will always be one security officer on duty and this cost is included. This basic security package is included with all rental events. DHV will retain one additional security staff at the expense of the Renter for any event that exceeds

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249 people, or any event which it is deemed, in the sole discretion of DHV staff, to require extra security to ensure the safety of the museum facilities, grounds or event guests. Additional security will be charged at \$25.00 per hour with a minimum of 4 hours required. If a Dallas Police Officer is required for your event, the cost is \$38.00 per hour with a minimum of 4 hours required.

Dallas Police and EMT Requirements: For large events and conventions with 350 guests or more, DHV requires, in addition to the DHV security staff, that a Dallas Police Officer be present during the event. For large events and conventions with 500 guests or more, DHV requires that an EMT be present during the event for any medical emergency that may arise.

Liability

- You are solely responsible for any damages that you or your guests, independent contractors or other parties associated with your event cause to the grounds, facilities or artifacts. Repair costs or other damages will be deducted from your security deposit. If these damages exceed the amount of your security deposit, you will be responsible for the excess amount.
- DHV is not responsible for property left on museum grounds by you or any of your independent contractors.
- DHV is not responsible for any damage caused by fire, windstorm, hail or other severe weather or elements of nature.
- DHV is not responsible for any damages caused by the malfunction of plumbing, heating or air conditioning equipment in rental facilities.
- DHV is not responsible for the performance or acts of any of your independent contractors.
- DHV is not responsible for any damages related to the serving or consumption of alcoholic beverages at your event.
- DHV is not responsible for obtaining any licenses or paying any fees for live or recorded music performed at your event, and DHV is not responsible for any damages or fines resulting from the failure to obtain these licenses or pay these fees.
- Under Texas Law (Chapter 87, Civil Practice and Remedies Code), an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.
- DHV staff are NOT event planners or wedding coordinators and it is your responsibility to provide this service from an outside source. All DHV staff associated with your event are facility managers only.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS DHV, THE CITY OF DALLAS AND DALLAS COUNTY, TEXAS, AND ALL OFFICERS, EMPLOYEES. AND MEMBERS OF THE BOARD OR OTHER GOVERNING AUTHORITY OF EACH ENTITY (THE "INDEMNITEES") OF AND FROM ANY AND ALL ACTIONS, SUITS, DAMAGES, EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES), CLAIMS (INCLUDING TORT CLAIMS), AND DEMANDS ARISING DIRECTLY OR INDIRECTLY FROM YOUR EVENT, REGARDLESS OF WHETHER A CLAIM ARISES IN WHOLE OR IN PART FROM ANY NEGLIGENCE OR ALLEGED NEGLIGENCE, INCLUDING THE SOLE, JOINT, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, OF THE INDEMNITEES. FURTHERMORE, YOU HAVE READ, UNDERSTAND AND AGREE TO ALL RENTAL FACILITY POLICIES CONTAINED IN THE RENTAL POLICY DOCUMENT, AS FOUND BOTH ON THE WEBSITE AT WWW.DALLASHERITAGEVILLAGE.ORG AND/OR AS INCLUDED IN THE RENTAL PACKAGE GIVEN AT THE TIME OF BOOKING. YOU AGREE WITH ALL TERMS AS SET FORTH IN THE RENTAL AGREEMENT AND UNDERSTAND THAT THE 50% GOOD FAITH DEPOSIT TO HOLD THE EVENT DATE IS NON-REFUNDABLE AND THIS IS NON-NEGOTIBLE DUE TO ACTUAL OR POTENTIAL LOSSES INCURRED TO DHV UPON CANCELLATION. YOU UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT ALL GUESTS, INDEPENDENT CONTRACTORS AND OTHER PARTIES ASSOCIATED WITH THE EVENT COMPLY WITH THESE POLICIES AND YOU ALSO UNDERSTAND AND AGREE TO THE CONSEQUENCES SET FORTH IN THE RENTAL POLICY AGREEMENT RESULTING FROM ANY FAILURE TO COMPLY WITH THESE POLICIES AS SET FORTH HEREIN.

DHV Representative/Date

Renter's Signature/Date

EVENT DATE: _____