



SPECIAL PROPERTY USE AGREEMENT

(Weddings & Receptions – Grounds Only **)

CONTACT: Coordinator of Visitor Services

Karina Serna, kserna@savingplaces.org, (210) 223-9800 ext. 34328

Date: _____

(Name): _____

(Street address): _____

(City, state, zip code): _____

(E-Mail address): _____ (Telephone): _____

In consideration of the covenants and agreements contained herein, the parties hereto (Contracting Party and Users) agree to the following terms and conditions in order to reserve Villa Finale: Museum & Gardens (Villa Finale) for a private wedding and/or reception (Event).

** This Agreement is for the use of the Grounds only. For tours of the first floor of Villa Finale during the Event, please contact the Coordinator of Visitor Services for additional information (only for groups of under 90 guests).

EVENT ESSENTIALS:

1. **CONTRACTING PARTY:** _____
2. **EVENT DATE:** _____
3. **TYPE OF EVENT:** _____
4. **PROPOSED HOURS:** __:__/M to __:__/M. Includes Event, setup, breakdown & cleanup. (Maximum reservation of six (6) hours, total. Premises must be completely vacated by 10:00 PM.)
5. **EVENT LOCATION:** _____ North Garden _____ South Garden/Gazebo _____ Back Lawn
6. **NUMBER OF GUESTS:** Approximately _____ guests (including Event planners). The maximum number of guests allowed is 150 unless approved in advance by the Executive Director of Villa Finale (additional fees will apply).
7. **RENTAL RATE for EVENT:** The below hourly rental rate schedule is based on group size and includes space for a wedding and/or reception on the Grounds of Villa Finale. (Rates may not be pro-rated.)

Up to 30 guests:	\$ 450/hour
Up to 60 guests:	\$ 900/hour
Up to 90 guests:	\$1350/hour
Up to 120 guests:	\$1800/hour
Up to 150 guests:	\$2250/hour

8. **OTHER FEES:** A non-refundable membership fee in Villa Finale/The National Trust of **\$50.00**; and a **\$450.00** refundable security deposit.

9. **EVENT TIME:** For private after-hours Events, the Contracting Party may reserve Villa Finale for up to six (6) hours, inclusive of set-up, breakdown and clean-up. The Event time begins when the first person arrives, and ends when the last person departs (excluding Villa Finale staff). The arrival and departure times will be recorded by a Villa Finale staff member, and will be considered final. Any additional Event time beyond that reserved will be billed to the Contracting Party at the Rental Rate plus an additional \$225 per hour or any part thereof. **Regardless of overtime, all Events must end no later than 10:00 PM; there will be an additional fee of \$450 per hour for disregarding the Event curfew. Any Event scheduled during regular business hours or on Sunday or Monday will incur additional fees.**

10. **SET-UP, BREAKDOWN & CLEAN-UP TIME:** Set-up, breakdown and clean-up time is included in the contracted reservation timeframe. Any additional set-up, breakdown and clean-up time on the Event Date, or another scheduled date, will be billed at the Rental Rate plus an additional **\$225 per hour or any fraction thereof. Any set-up, breakdown or clean-up time extending past 10:00 PM will incur an additional fee of \$450 per hour for disregarding the Event curfew.**

11. **SITE HOURS:** Regular Site Hours are: Tuesday, 12-4 PM, and Wednesday – Saturday, 9:30 AM – 4 PM. After hours Events may be reserved after 4 PM, Tuesday – Saturday. Additional fees will apply if Events are scheduled during Regular Site Hours or on Sunday or Monday.

12. **PAYMENT SCHEDULE:** **One-half (1/2) of the Rental Rate, the membership fee, and the security deposit in the amount of \$____.00 are due and payable at the signing of this Agreement in order to reserve the Event date. The balance of the Rental Rate is due and payable sixty (60) days prior to the date of the Event.** Please make checks payable to Villa Finale and mail to: Villa Finale, Coordinator of Visitor Services, 401 King William Street, San Antonio TX 78204. If the signed contract and payment are not received within two (2) weeks after the date of this Agreement, your reservation will automatically be canceled.

13. **PAYMENT:** If paying by credit card, the Contracting Party must complete the following information authorizing Villa Finale to complete the transaction. Also, please mark below the fees that will be paid by credit card.

Name on Card: _____

Type of Card: _____ American Express _____ Visa/MasterCard _____ Discover Card

Card Number: _____ **Expiration Date:** _____

Signature: _____ **Date:** _____

DUE WITH CONTRACT: ___ Membership ___ Security Deposit ___ Fee Deposit (*½ Rental Rate*)

DUE SIXTY (60) DAYS PRIOR TO EVENT: ___ Fee Balance (*Remainder of Rental Rate*)

14. **SECURITY DEPOSIT:** Villa Finale retains the right to use any or all of the Security Deposit toward any claim it may have for overtime, or any damage to or destruction of the Site or any property located in or on the Site belonging to Villa Finale as a result of the Contracting Party's use of the Site. If any such damage or

destruction is caused by the Contracting Party's vendors or any of its agents, representatives, or employees, the Contracting Party will be held financially responsible. The Security Deposit will be refunded 4-6 weeks after the Event date, if Villa Finale has incurred no damages and there are no outstanding charges.

15. **CANCELLATION:** If the Contracting Party notifies the Coordinator of Visitor Services of the Event cancellation, Villa Finale will refund deposits and payments as follows: Three (3) months or more prior to the Event Date, full refund (less the membership fee); between sixty (60) and ninety (90) days prior, one-half (1/2) of the fee deposit (less the membership fee); between thirty (30) and sixty (60) days prior, one-quarter (1/4) of the fee deposit (less the membership fee); and less than thirty (30) days prior, there will be no monies refunded. If the Contracting Party cancels the Event more than sixty (60) days prior to the Event, the deposits may be applied to a new contract and Event date, provided that the Event is rescheduled within the same Villa Finale fiscal year* of the original signed contract (*fiscal year is July 1 through June 30).
16. **FORCE MAJEURE:** This agreement may be canceled any time without penalty to the National Trust for Historic Preservation and Villa Finale if, in the opinion of the Executive Director of Villa Finale, any portion of the Site necessary to the intended use has become unsafe or unsuitable for such use and/or if acts of God, war, terrorism, weather and/or any related Event materially restricts such use of Villa Finale. In such a case, the proposed Event may be rescheduled for a date mutually acceptable to the National Trust for Historic Preservation, Villa Finale, and the Contracting Party. If rescheduling is not feasible, all deposited funds will be refunded in full.
17. **LIABILITY/INSURANCE:** In requesting the use of Villa Finale, the Contracting Party agrees to assume full financial and personal liability and responsibility for any damage to or loss of objects or property belonging to the National Trust for Historic Preservation & Villa Finale, and to hold harmless, indemnify and defend the National Trust for Historic Preservation & Villa Finale from and against any claims of personal injury or property damage arising from such use by the Contracting Party, its vendors and/or guests. Contracting Party will provide a Certificate of Liability Insurance with Villa Finale and the National Trust for Historic Preservation listed as an Insured Party in the amount of no less than \$1,000,000. Villa Finale and the National Trust for Historic Preservation do not accept responsibility for the serving and consumption of alcoholic beverages on the premises of Villa Finale.
18. **SITE APPEARANCE:** While Villa Finale will always attempt to provide an appropriate Event setting, it reserves the right to renovate or change any and all spaces at Villa Finale at any time and without prior notice. Villa Finale will notify the Contracting Party of any significant changes to the Site as soon as possible, though it cannot guarantee that upon the Event date, the Site will appear as it did upon the signing of the Agreement.
19. **PHOTOGRAPHY:** For Event photography, please refer to Villa Finale's "Application for Photography" and contact the Coordinator of Visitor Services for more information.
20. **MUSIC:** Due to Villa Finale being located in a residential neighborhood, music at any Event must be of a type and volume that will not disturb the neighbors. Large speakers are prohibited, and music must be directed toward the River, not the neighboring properties. **All music must cease no later than 10:00 PM.**
21. **PRE-EVENT MEETING:** The Contracting Party is required to arrange for a pre-Event meeting at Villa Finale with the Executive Director, Coordinator of Visitor Services, and its Caterer to review and confirm Event details. The meeting should take place no less than three (3) months prior to the Event Date.

22. **CATERER:** Villa Finale requires the Contracting Party to select a caterer from its “Preferred Caterer List,” which has been developed to ensure successful Events for both the Contracting Party and Villa Finale. The caterers listed are familiar with Villa Finale’s site rental policies and procedures. Any deviation from this list must be approved in advance by the Executive Director of Villa Finale. Caterer must provide TABC certified personnel if alcoholic beverages are to be served.

Please complete: *(if not known at the time of contract signing, may be provided at a later date)*

Catering Company: _____

Contact Name: _____

Phone: _____ E-Mail: _____

23. **GROUNDS/INSTALLATIONS:** In order to protect the grounds and landscaping of Villa Finale, no dance platforms or other fixtures (except tents) are allowed on the site. Tents must be of the type that do not penetrate the landscaping of the site. Any installation on the grounds, including tables and chairs, must be approved in advance by the Manager of Building and Grounds of Villa Finale. Please refer to list of Approved Caterers for recommended vendors.

24. **CONDITIONS FOR USING SITE AND GROUNDS:** At all times, the preservation of the museum, grounds and its collections is the primary consideration. No activity will be allowed which could damage the museum, grounds or any object in the collection. Users must take all precautions to protect the historic building, landscaping, furnishings and collections. The Contracting Party shall be completely liable for and indemnify Villa Finale and the National Trust for Historic Preservation for any property damage occasioned by the Users. It is therefore essential that Event planners, caterers, guests and any other personnel associated with the Event comply with the following rules while utilizing our site:

Protective measures include, but are not limited to:

- a) Not using paint, tape, nails, staples, screws or other adhesives on any structures, garden furniture or plant life
- b) Not cutting or trimming trees or plantings
- c) Not re-adjusting any lighting that is part of the site
- d) Not coming into contact with any historic structure or object in the collection at the site, other than the garden furniture
- e) Parking only in areas designated by the Villa Finale staff
- f) No smoking allowed on the site. Any and all materials brought to the site, including waste, will be the responsibility of the User to clean-up and/or discard.
- g) Users cannot move any of the furniture or statuary on the grounds without the authorization and assistance of the Villa Finale staff. Users may not access the porches of the house without prior permission from the staff.
- h) All people involved in the Event will remain with the Event in the previously designated areas and refrain from wandering the grounds of Villa Finale unsupervised.
- i) Villa Finale will supervise any electrical cords and cable placement to prevent damage to buildings, landscaping, collections and furnishings.
- j) Contracting Party agrees to limit the size of their group to only those persons directly involved with the Event and to refrain from making any excessive noise (including music) that may disturb Villa Finale’s neighbors.
- k) Villa Finale’s staff reserves the right to ask any and all persons whose conduct is deemed disruptive to the site or neighbors to leave the premises without issuing a refund.

- l) Users must remove all equipment and / or personal belongings at the end of the contracted hour(s).

25. CONDITIONS FOR USE:

- a) Users assume responsibility for their equipment. Villa Finale and/or the National Trust for Historic Preservation will not be responsible for any loss or damage to Users' equipment.
- b) Users agree not to sell, distribute, or provide for commercial use any photography containing recognizable museum property without prior written authorization from Villa Finale and the National Trust for Historic Preservation, pursuant to the approval of their agreement.
- c) Use of the site does not constitute or imply an endorsement by Villa Finale or the National Trust for Historic Preservation of the project, presentation or product depicted.
- d) Villa Finale shall receive credit in an appropriate location of any publication or production resulting from photographic sessions, as follows: Villa Finale: Museum & Gardens, a Site of the National Trust for Historic Preservation.
- e) Villa Finale shall receive one complimentary copy of any publication, videotape, or digital video recording meant for public distribution in which the images or recordings of the site appear.
- f) Users shall discuss and request approval for any site dressing plans with Villa Finale staff at least 30 (thirty) days prior to the Event.
- g) The site must be left in good condition after use for Villa Finale's everyday visitor traffic.
- h) Any special accommodations outside of standard conditions may incur additional changes.

26. OTHER: As determined by Villa Finale and Contracting Party, the Contracting Party will also provide the following in order to reserve Villa Finale for the Event. The Contracting Party is required to use vendors approved by Villa Finale for these services (references and information will be provided by Villa Finale):

- a) Security Guards and Patrol of the premises at all times during the Event, including set-up and breakdown.
- b) Valet Parking to adequately service guests with off-site parking.
- c) Restroom Facilities to be located outside the grounds of Villa Finale on Sheridan Street.
- d) Permit from the City of San Antonio to temporarily close Sheridan Street in order to accommodate the restroom facilities and catering trucks.
- e) Any additional Outdoor Lighting for the Event (to be coordinated with Villa Finale Building & Grounds Manager).

If the above correctly states the understanding of our agreement, please sign and return the Agreement within two (2) weeks to reserve the date of the Event. All final arrangements must be approved and monies received by Villa Finale no later than sixty (60) days prior to the Event. Thank you for your interest in the National Trust for Historic Preservation and Villa Finale: Museum & Gardens.

Sincerely,

Karina Serna
Coordinator, Visitor Services & Museum Shop

FOR THE CONTRACTING PARTY:

(SIGNATURE)

(TITLE if applicable)

(TYPE OR PRINT NAME)

(DATE)