



## The Mather Homestead Rental Guidelines

History: The Mather Homestead was built in 1778 by Deacon Joseph Mather. The Homestead was owned by the Mather family through seven generations and was the home of Stephen Tyng Mather, the founder and first Director of the National Park Service. A fine example of 18<sup>th</sup> century architecture, the Mather Homestead is listed on the National Register of Historic Places. The Homestead was donated to The Mather Homestead Foundation (“MHF”) by the McPherson family, Joseph Mather’s descendants, in 2017. MHF successfully completed construction of The Elizabeth W. Chilton Education Center (the “Barn”) in the summer of 2020. The Mather Homestead and the Barn are situated on a beautiful six-acre property in a residential section of Darien, CT.

Mather Homestead facilities (the “MHF Facilities”) include:

- The Barn
  - ~1,500 square feet of heated/air conditioned open space with two story vaulted ceiling,
  - Includes two handicapped-accessible bathrooms and small kitchenette,
- Large lawn adjacent to the Barn,
- The Mather Homestead – available only for guided tours,
- Formal flower garden and terrace off of the Mather Homestead.

The MHF Facilities are available for limited rentals on dates/times agreed upon with MHF. The MHF Facilities may be used for meetings, social events and educational or cultural activities.

All Rental Agreements shall name an adult (the “Renter”) responsible for all communications with MHF, including security of the MHF Facilities and payment of the rental fees and any other applicable costs (the “Rental Fee”). The Renter signing the Rental Agreement assumes all responsibility for the rental for the term leading up to, during, and after the event.

The MHF Facilities are located in a residential neighborhood and operate under a special permit from Darien Planning and Zoning. Renter must comply with all requirements and be courteous to our neighbors and comply with any noise or curfew restrictions applicable at the time of the rental. Renter’s use of the MHF Facilities shall be in compliance all applicable laws, rules and regulations, including any restrictions related to any pandemics.

Use of the Facilities shall not interfere with the ongoing delivery of MHF’s programs. If programming may potentially be disrupted, use of the Facilities may be denied or modified.

Use of the MHF Facilities does not in any way imply endorsement of a Renter’s policies or beliefs by MHF, its directors or its members.

A Renter who violates the terms of the Rental Agreement and Rental Guidelines may be asked to leave and/or be denied future use of the MHF Facilities.

MHF reserves the right to reject a rental application.

MHF prohibits the sale of merchandise or alcohol unless agreed to in writing by the Executive Director.

## **RENTAL RATES**

- Rental Rates:
  - For events of 1 to 30 persons: \$100 per hour.
  - For events of 31 to 70 persons: \$1,500 for a maximum 6 hours; an additional \$150 per hour over 6 hours.
  - For events of 71 to 150 persons: \$3,000 for a maximum 6 hours; an additional \$200 per hour over 6 hours. Note: 150 person limit includes any catering or other staff as well as all event attendees.
  - Tours of the Mather Homestead: \$100 per hour per guide.
- 10% discount for MHF members
- Discount for nonprofit organizations at the discretion of the MHF Board.

NOTE: Additional fees may apply depending on the complexity of the rental.

## **USE OF MHF FACILITIES**

- This Rental Agreement covers use of the MHF Facilities:
  - The Barn, excluding upstairs office.
  - Lawn adjacent to the Barn.
  - The Mather Homestead formal flower garden and adjacent terrace.
  - Mather Homestead for tours only. Supervision for tours must be arranged with Executive Director 30 days ahead of time and fee for supervision will be additional to the Rental Rate. No food or drink of any kind is allowed in the Mather Homestead during tours.

## **INCLUDED IN RENTAL FEE**

Use of MHF Barn kitchenette, tables & chairs, and AV/sound system (if arranged with Executive Director in advance)

## **NOT INCLUDED IN RENTAL FEE**

- Security deposit (see “security deposit” below)
- One-day insurance policy (see “insurance” below)
- Darien Police Department supervision, if necessary (see “police and alcohol” below)
- Clean up fee (see “cleaning fee” below)

## **CAPACITY:**

- Property maximum of 150 persons on premises at any time per Darien P&Z.

- Barn has a maximum 130 person capacity at any one time per the Darien Fire Marshall.
- Mather Homestead has a maximum 10 person capacity at any one time for tours.
- Capacity restrictions must also adhere to any applicable government guidelines (e.g., pandemic)

## **RENTAL RESERVATION DEPOSIT**

- A non-refundable rental reservation deposit of 25% of the rental rate is required at the time of reservation with the signed Rental Agreement and Rental Guidelines. The deposit can be made in the form of credit card or check payable to The Mather Homestead Foundation.

## **SECURITY DEPOSIT**

- In addition to the non-refundable rental reservation deposit, MHF requires a security deposit of no less than \$200 for events up to 30 people, \$400 for events of 31 to 70 persons, and \$750 for events of 71 to 150 persons; provided that, depending on the nature of the event, MHF may require a larger security deposit. The security deposit must be provided in the form of a separate check received by MHF no less than 60 days prior to the rental date, to guarantee clean-up of the MHF facilities and surrounding areas, and to cover any and all damages which might occur within the MHF Facilities. Checks should be made payable to The Mather Homestead Foundation. If the Facilities are not left in proper order as determined in MHF's sole discretion, MHF reserves the right to hold and use the deposit until adjustments are made to correct any problems. Provided the Renter does not violate any of the Rental Guidelines, the deposit reimbursement will be processed no later than 15 days after the date of the rental. The deposit refund, less any deductions for damages or extra time, will be returned by check from MHF to the Renter.

## **INSURANCE**

- The renter is responsible for any property damage to the buildings and grounds or to any artifacts on display, or any injury or loss to any event attendees. MHF requires Renter to secure a one-day insurance policy to cover the event, and provide a certificate of insurance demonstrating this, no later than 60 days before the event. The policy is liability insurance to ensure additional coverage in the event of any claims. It may be obtained through the client's own insurance agent or online at [www.wedsafe.com](http://www.wedsafe.com) or [www.eventhelper.com](http://www.eventhelper.com). Coverage must be in the amount of \$1,000,000 issued by an insurance company licensed to do business in the state of Connecticut, and name The Mather Homestead Foundation, 19 Stephen Mather Road, Darien, CT 06820, as certificate holder and additional insured. Host liquor liability coverage must also be included if alcohol is served. Policy must be approved by MHF no later than 30 days prior to the event.
- If food is to be served and/or liquor consumed, and a caterer will be providing these services, the caterer is responsible for providing his/her own insurance coverage. We require a copy of the following no less than 60 days prior to use:
  - Caterer's Qualified Food Operator Certificate and/or Caterer's License,

- Certificate of Insurance for Commercial General Liability in the amount of one million dollars (\$1,000,000) naming MHF as additional insured,
- If alcohol will be served, Caterer's liquor permit and \$1,000,000 in liquor liability coverage,
- Workmen's Compensation Insurance for all employees or subcontractors hired by the Caterer.

Note: in the event of cancellation of the insurance, a 10-day written notice will be given to the Executive Director of MHF, prior to the cancellation.

## **POLICE AND ALCOHOL**

- Alcoholic beverages may be served on property but not sold.
- Renters with a group of 50 or more people where alcohol will be served must hire a Darien Police Officer to be on duty during the event. This is an additional expense and the Renter is responsible for both organizing and payment. The Renter must contact the Darien Police Department at 203-662-5300 to secure the required Police Officer. The Police supervision should begin at least 15 minutes prior to the first arrival of guests and conclude after all guests have departed and only the clean-up crew remains. The Darien Police Department will send the Renter a separate invoice for the Police Supervision.

## **FACILITIES**

- EQUIPMENT: Equipment from the Mather Homestead available for use in the Barn includes kitchenette (refrigerator, sink, microwave), AV system (projector, screen, sound system), and a limited number of tables and chairs.
- BARN UPSTAIRS: The upstairs office of the Barn is not available for use and is not included in the rental.
- CARE AND CLEANUP: The interior of the Barn will be cleaned for the opening time of the event. At the conclusion of the event, the Barn must be "broom clean" and the following must take place: 1) Trash and recycling must be sealed in plastic bags and placed in the containers located behind the Barn; 2) Kitchen equipment, tables, counters, and sink must be cleared and left in original order; and 3) Leftover food, rental glassware, plates, silverware, and cooking accessories must be removed from the MHF Facilities. MHF does not supply custodial services during the rental period. The Renter is responsible for providing all custodial services, including set-up and take-down of tables, chairs and decorations, and must comply with all MHF rules and procedures. Proper clean-up after use of MHF Facilities, including outside if applicable, is the responsibility of the Renter and (if applicable) the Renter's caterer.
- DECORATING AND GENERAL HOUSE RULES: Any decorations must be pre-approved by MHF Executive Director. The following house rules are strictly enforced:
  - Only battery-operated candles are permitted.
  - Use of nails and screws is not permitted in any part of the Mather Homestead Facilities.
  - Nothing may hang from or be attached to any lighting fixture or any part of the Barn walls or ceiling.
  - No tape of any kind is allowed on painted surfaces or the floor.

- Smoking is not allowed in any of the Mather Homestead Facilities. Renter is responsible for reminding guests of this policy.
- Pets other than guide dogs are not allowed in the Mather Homestead Facilities.
- If the Mather Homestead Facilities are open prior to the event for the purposes of decorating, this time will be included as part of the Renter's use.
- Renters and their guests are not permitted to touch any of the artwork or Mather Homestead memorabilia.
- TENT USE – requests for tents will be considered on an individual basis. If approved, all tenting must be done by one of the MHF's approved tenting companies. All tents require a permit from the Town of Darien Building Department and inspection prior to the event. Terms and additional fees must be agreed to with Executive Director.

### **CLEANING FEE**

- MHF maintains a cleaning fee of \$100 for all rentals of up to 30 people, \$150 for rentals of up to 70 people, and \$200 for rentals of 71 to 150 people, which must be paid in full 60 days prior to date of the rental.

### **PAYMENT OF BALANCE**

- The balance of the rental rate and all applicable fees must be paid in full 60 days prior to the date of the rental.

### **TIMING**

- The rental period is clocked from the time MHF doors are unlocked and opened for any reason (i.e., deliveries, caterer, florist or band), until clean-up is completed, and the caterer and any additional help have left the MHF Facilities and the doors are locked. If use exceeds agreed upon timing, additional charges will be levied as specified under rental rates and withheld from the security deposit.
- The Renter must notify MHF of the MHF Facilities opening time at least one (1) week in advance of the rental. This information may not come from another party. At no time are caterers allowed to change an opening time.
- All deliveries are to be made only on the day of or day before the rental as pre-arranged with the Executive Director of MHF. MHF will not sign for any deliveries or assume any responsibility for deliveries. Pick-up of caterer supplies, liquor, glasses, linens, etc. much be done at the close of the event or on the day after the event (Monday in the case of Saturday event). Items for delivery and pickup should be left in a location agreed upon with the Executive Director in advance.
- MHF Facilities must be cleared of guests by 10 p.m. and cleaned and vacated by 11 p.m. If this curfew is violated, Renter will forfeit the total security deposit.

### **RESERVATION HOLDS**

- MHF can hold reservations without signed Rental Agreement and Rental Guidelines and non-refundable security deposit for up to two (2) weeks, pending additional rental inquiries. In the case of another inquiry, MHF will notify Renter and Renter will then

have 48 hours (2 business days) to provide MHF with the signed Rental Agreement and Rental Guidelines and reservation deposit. Checks should be made payable to The Mather Homestead Foundation.

### **CATERER**

- MHF does not provide catering services but will provide a list of its preferred caterers. Requests to use caterers outside of this list will need to be evaluated by MHF. If a staffing company or bartending service is used, it must be contracted by the caterer.
- Renter is responsible for securing the caterer and for caterer's activities during the event. Caterers are required to meet with the Executive Director of MHF to review the facilities, prior to the event. MHF reserves the right in its sole discretion to prohibit certain caterers from utilizing the facilities based upon any past failure to comply with MHF, Town of Darien or state rules and regulations.
- We recommend that you plan with your caterer for no less than two (2) hours of set-up time and a minimum of one (1) hour for break-down and clean-up.
- MHF requires a copy of the caterer's license and liability insurance as specified in "INSURANCE" above.

### **PARKING**

- Under no circumstances may guests or staff park on roads near the Mather Homestead. A limited number of spaces are available next to the Barn. Parking for more than 10 cars should be directed to the lawn to the right of the caretaker's cottage. For events of greater than 30 guests, a parking plan must be submitted to the Town of Darien no later than 30 days ahead of the event and needs to be coordinated with the Executive Director of MHF.

### **CANCELLATION POLICY**

- A notice of cancellation of the event must be submitted by the Renter in writing to MHF as soon as possible. If use of the MHF Facilities is cancelled by the Renter, the following policy will apply: (a) if the event is canceled more than 60 days in advance of the scheduled event date, the renter loses their 25% deposit; or (b) if the event is canceled 60 days or less in advance of the scheduled event date, Renter is fully responsible for total rental fee.

### **COMPLIANCE WITH STATE AND TOWN LAWS**

- Renter must comply with all applicable laws and regulations of the State of Connecticut and the Town of Darien, including but not limited to alcohol, safety, fire and zoning laws and regulations. MHF reserves the right to terminate any use which is not in compliance. The number of guests must not exceed the number of persons determined by Darien P&Z guidelines, the Darien Fire Marshall, and agreed upon in this contract.

### **INDEMNIFICATION**

- Renter assumes the risk of all liability for any injury to a person or damage to property of MHF, Renter and/or guests on MHF property during the rental. The Renter assumes responsibility for all vendors, agents, contractors, subcontractors, and guests while they are on the premises, and agrees to abide by all the rules and requirements in this agreement.
- By signing the attached Facility Usage Agreement, Renter agrees to hold harmless and indemnify MHF, its directors, officers, volunteers and employees, against any and all claims and actions arising out of the rental of said premises by the Renter including, without limitation, expenses, judgments, fines, settlements, attorneys' fees, and other amounts actually and reasonably expected to be incurred in connection with any liability, suit, action, loss or damage arising or resulting from Renter's lease of MHF Facilities.

**OTHER**

- MHF is not responsible for any power outage, weather-related occurrences or other conditions not within the control of MHF.
- This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut without application or reference to principles of conflicts of law. Any and all disputes arising from this agreement shall be subject to non-binding mediation prior to the commencement of a lawsuit. Venue for all lawsuits arising from this agreement shall be in the Connecticut Superior Court, Judicial District of Stamford-Norwalk. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**APPOINTMENTS TO TOUR MHF**

- Contact the Executive Director at info@matherhomestead.org or 203-202-7602 to make an appointment to see the Mather Homestead Facilities at a mutually agreeable day and time. Initial appointments to see MHF Facilities (prior to rental) will include a walking tour and a review of the Rental Agreement and Guidelines with the Executive Director.

( ) I have read and agree to the Rental Guidelines for usage of the MHF Facilities.\*

Renter: \_\_\_\_\_  
Name and Title:

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

MHF: \_\_\_\_\_  
Name and Title: Heather Raker, Executive Director

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

\*Renter required to initial