

Devon House, as a national monument and heritage park, will actively promote the development of authentic Jamaican arts, craft, education and entertainment in a comfortable and safe environment. This agreement dated this \_\_\_ day of \_\_\_\_, 20\_ between Devon House Development Company Limited (DHDCL) and \_\_\_\_\_\_ for the rental of \_\_\_\_\_ at Devon House. We the undersigned wish to use the facilities of the Devon House Heritage Site (DH) as follows: COMPANY/INDIVIDUAL **ADDRESS** TELEPHONE & FAX CONTACT **EMAIL CONTACT: EVENT DATE:** EVENT / ACTIVITY TYPE (please indicate below) ☐ Craft and Food Fairs ☐ Exhibitions □ Weddings/Anniversaries ☐ Product Launch ☐ Concerts/Festivals ☐ Workshops/Seminars ☐ Film/ Photo shoot ☐ Birthday Party □ Other: \_\_\_\_\_ **EVENT/ACTIVITY LOCATION** ☐ E/Lawn Multipurpose Gazebo ☐ East Lawn □ S/East Lawn □ Formal Gardens ☐ North Lawn ☐ Mansion ☐ South Lawn □ Courtyard ☐ Kids Zone LOCATION FEE: EVENT START/END TIMES: \_\_\_\_\_ ANTICIPATED PATRONAGE:

EVENT DESCRIPTION:



Devon House Development Company Limited anticipates full compliance with the procedures listed below to ensure the successful staging of all events at our heritage site.

#### **DEPOSIT AND PAYMENT:**

A 25 % non-refundable deposit is required to guarantee all bookings. All bookings recorded, without a deposit payment being made, are tentative and subject to cancellation if final payments are not made as specified on the invoices submitted by Devon House to the client. **Final payments are due a minimum three (3) business days prior to the event date** unless otherwise authorised in writing by Devon House. Whilst personal cheques are not accepted other acceptable forms of payment are:

- Cash \*(for amounts that do not exceed JA\$50,000.00)
- Certified Managers' Cheques
- Pre-approved Corporate/company Cheques

#### LICENSES:

Under the Kingston and St. Andrew Corporation Regulations, it is necessary that each and every holder of a public event must obtain a License from the Kingston and St. Andrew Corporation. On receiving the License, the event holder must lodge the original of this License with the Half Way Tree Police and forward a copy of the document with a letter from the Police to Devon House Development Company Limited within **three (3) business days** before the scheduled event date. Devon House reserves the right to cancel any event booked for our heritage site on the event day, without notice, if a client/promoter fails to provide the requisite permits from the police and the KSAC which serve as confirmations that approval has been given for the staging of the event at Devon House.

#### **CATERING SERVICES:**

Clients are allowed to arrange catering services on their own, which can include engaging any of the Devon House concessionaires or any other mutually agreed concessionaire.

#### MUSIC:

Devon House is located in proximity to a hospital and several residential communities operating within a noise sensitive environment. As such, sound levels must be executed and maintained in a way that does not cause any inconvenience to the aforementioned parties. If, during the course of the event, we receive complaints regarding noise we will provide no more than two (2) verbal warnings in this regard. Failure to adhere to these warnings which result in further complaints from either of the aforementioned parties will result in an immediate shutdown of the event.

Please note the following extracts from the **Noise Abatement Act:** 



- 1. The music should not be audible beyond 100 metres
- 2. The function must end at a specified time, that is: Sundays to Thursdays 12 midnight and Fridays and Saturdays 2:00am
- 3. The requisite approval must be obtained from the Superintendent of Police
- 4. The requisite fee must be paid at the Kingston and St Andrew Corporation.

Note also that failure to comply with the Noise Abatement Act will result in the appropriate action(s) being taken by the police against the person(s) in breach.

DHDCL will accept no liability should this occur.

DHDCL reserves the right to discontinue any live event that operates in direct contravention to these stated terms without notice.

#### **DECORATIVE ELEMENTS/EXECUTION/ACTIVITIES:**

Clients must indicate whether or not they will be utilising decor and must indicate all elements of the decorating activities on-site. All decorative elements, activities and execution must be approved by Devon House Development Company Limited.

Clients shall not injure, cut or damage any of the walls, floors, ceilings or things of or in the Devon House mansion, the Devonshire or any of its lawns and gardens without expressed authorisation from Devon House Development Company Limited.

Clients are prohibited from affixing or exhibiting decorative elements on the walls of Devon House (mansion) and the Devonshire via the use of thumbtacks, glue, tape or any other adhesive material.

Clients are also prohibited from engaging in any decorative activity or execution that requires the digging/staking of any of our lawn and garden areas without the expressed approval from Devon House Development Company Limited. All decorative elements utilised for events must be removed within three (3) hours after the end of the event.

Clients will be held liable for any damage incurred during the setup, duration and breakdown of their event(s) and will be responsible for the payment of all costs associated with the repairs to the damaged location(s). DHDCL also reserves the right to terminate this agreement, without notice, should there be a breach of same in any way.

Devon House Development Company Limited (DHDCL) accepts no responsibility for any equipment/material that is left/used on the property before, during or after the event. Storage charges will be applicable for any equipment uncollected after an event has ended.



DHDCL reserves the right to dismantle/remove any decorative element or bring an end to any decorative activity that is executed in contravention with the terms contained herein.

## **EQUIPMENT:**

Clients must disclose full details of all electrical items which will be utilised before, during and after the event a minimum of five (5) working days prior to event date. This is to determine whether or not DHDCL has the electrical capacity to maintain this equipment for the duration of the event being held. This equipment includes, but is not limited to, lighting, decorative elements and fixtures as well as music equipment.

Clients will be advised during this five (5) day period if we are able to accommodate their electrical needs.

Any/all equipment that remains uncollected after an event has ended will attract storage fees. The fees become applicable 24 hours after the event has ended.

#### **CANCELLATION POLICY:**

Clients who wish to cancel their event must do so a minimum of thirty (30) business days before their event date to effect a refund payment of 75% of the total venue rental paid. Clients who cancel their event in less than thirty (30) business days but more than fourteen (14) business days would be refunded 50% of the total venue rental paid. Cancellations within seven (7) business days of the event will result in a refund of 25% of the total venue rental paid. All cancellations must be communicated in writing.

## **DISCLAIMER AND INDEMNITY:**

Except in the case of negligence and or wilful misconduct of Devon House Development Company Limited, its servants or agents, DHDCL shall not be liable for the death of, or injury to any employee, agent or invitee of the Client, or the damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them.

The Client shall be solely responsible for (and shall indemnify Devon House Development Company Limited on a full indemnity basis) against any damage to or loss arising from damage to any property of Devon House Development Company Limited where same resulted in wilful, negligent or reckless act, default, or omission of the Client, its agents, employees or invitees.

### **SPECIAL CONSIDERATIONS:**



We have read and understood clearly the terms outlined on all pages of this agreement and agree to adhere to the terms and conditions contained therein and bound by the signatures affixed below.

DHDCL Representative Name/Date	DHDCL Witness Name/Date
DHDCL Representative Signature/Date	DHDCL Witness Signature/Date
Client Name/Date	Witness Name/Date
Client Signature/Date	Witness Signature/Date

Contact:

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