

Hickory Landmarks Society, Inc. Houk's Chapel Rental Contract / Application

Witnesseth: This agreement shall be in the form of an offer, or application, from the Applicant to **The Hickory Landmarks Society**, hereafter known as **HLS**, for the use of the herein describes premises on the date & time requested & for the purpose identified. The agreement shall not become binding upon HLS until accepted by an authorized member of HLS. Upon acceptance the agreement shall become a rental contract between the Applicant (Renter) & HLS. I (we), the undersigned, hereby apply for the use of **Houk's Chapel**, for the time & purpose below:

I. Applicant

Name _____

Address _____ City/State _____ Zip _____

Telephone # (daytime) _____ Home _____

Local Contact _____ Telephone # _____

II. Function & Guests

Meeting Wedding Other _____

For Whom _____ Number of Guests _____

III. Date & Time

Date Requested _____ Day of Week _____

Event Time: Beginning ____:____ Ending ____:____

“Set-up” and “Clean up” Time: Open ____:____ Close ____:____

A responsible person must remain on the premises from the time the facility is opened *until closed by HLS*, unless applicant is otherwise instructed or special arrangements are made. All equipment, food, and decorations must be removed from site by closing time.

IV. Food & Beverages

Use of food or beverages is prohibited indoors. Use of food and beverages permitted on grounds with special permission. There are no kitchen or refrigeration accommodations.

VI. Damage/Cleanliness

Upon signing this Agreement the Applicant agrees to provide a guaranty against loss, damage, or breakage resulting from actions of the Applicant or the Applicant's agents, employees, or guests. The total cost of any loss, repair, or replacement will be assumed by the Applicant. Any expense to HLS will be billed to the Applicant. HLS requires no loss or damage to the premises, the facility and grounds clean upon departure, and the opening and closing time agreements observed.

V. Rental Cost/ Deadlines

Cost of the facility rental is \$200.00 and is due upon signing this Agreement.* Reservations must be made and Agreements signed at least 30 days prior to the event. Exception: Funeral Homes for immediate, on-site burial services: Payment due and Agreement must be signed at least 48 hours prior to event.

If the event is canceled within 14 days (two weeks) of the scheduled event Applicant rental fee will be returned. Return check processing time: One week.

* HLS Members receive 20% discount.

VII. Facility Use and Restrictions

Houk's Chapel and its accompanying 1-acre grounds are rented on an "as is" basis. HLS provides for the care and maintenance of the buildings and grounds but does not guarantee its condition on the day of Rental. Applicants may supplement the weekly work of professional lawn keepers at their own expense. Applicants may not undertake advance interior house cleaning or moving of furniture or fixtures: it is the responsibility of the HLS Staff. Applicants may not undertake physical alterations to the grounds without the expressed, written consent of HLS.

- A. NO SMOKING is allowed inside of Houk's Chapel.
- B. NO bird seed, rice, or confetti may be thrown inside of the building.
- C. Amplified music must be pre-approved by HLS.
- D. NO moving or re-arrangement of antique furniture or antique interior decorations by the Applicant. (HLS staff duty).
- E. NO dancing inside of building. Wood floors are over century old and too fragile.
- F. NO lighted candles, fires, or flames of any type permitted inside of building
- G. NO use of nails or staples on walls, adhesive tape on wall surfaces & furniture, & no decorating wires on wood surfaces
- H. All Rental activity must be completed no later than 10:30 PM and everyone must exit the building by 11:00 PM.

VIII. Cleaning Guidelines

All areas used must be **same-day** cleaned at conclusion of event. Criteria:

1. Floor free of debris & swept (broom stored behind roof shingle exhibit).
2. All equipment and appliances used must be removed when departing.
3. All food removed from premises when departing.
4. All trash removed from premises.
5. Grounds free of all litter

Failure to use reasonable care in the use of the chapel and grounds, and failure to clean up in a satisfactory manner will result in a cleaning charge. The amount will be determined by the HLS Executive Director, based on costs of cleanup and/or repairs.

Agreement To Hold Harmless

The Applicant/Renter agrees to indemnify and hold harmless HLS from any and all claims, including claims of third parties, which may have heretofore arisen or hereafter arise, known or unknown, related in any way to this Agreement, including but not limited to, injuries arising from the use of the facility.

By signing below, I (we) acknowledge that HOUK'S CHAPEL is a community resource of unique historical significance to this area. I (we) further recognize that the property is listed on the National Register of Historic Places, and that I (we) will be respectful of the neighborhood residents' rights not to be disturbed by my (our) event and will insure proper decorum of those in attendance. I (we) acknowledge that I am (we are) aware of the provisions of this Agreement, agree to abide by them, and understand that failure to comply will constitute a breach of contract and can result in its immediate termination.

Applicant _____ Date _____ Accepted by HLS _____

**Check payable to: HICKORY LANDMARKS SOCIETY
P.O. Box 2341 (542 Second St. NE) Hickory, NC 28603.
Contact telephone #: 828-322-4731**

MasterCard and Visa also accepted.

***Houk's Chapel
1893
1741 Ninth Ave., NE
Hickory, NC***

Houk's Chapel is the oldest standing house of worship in the City of Hickory. It was built in 1893 by a team of Methodist volunteers inspired by a revival on the site led by the Rev. William Kelly Houk (1855-1950) of Morganton. The one-room rural chapel was built on land owned by James Monroe Frye and his wife Emeline Winkler Frye, who had donated one acre surrounding the structure to the Methodist Church in 1892. Rev. Houk preached to the Methodist congregation there for 55 years, "retiring" in 1947. At least six congregations of various faiths trace their origins to Houk's Chapel over the years since. In the early 1900's the chapel also served as a public school. In 1984 Houk's Chapel was listed on the National Register of Historic Places. In 2004 the chapel and one acre of land were donated to the Hickory Landmarks Society by the United Methodist Church. Restoration of Houk's Chapel was completed in 2009. Early, century old burials near the chapel mark the beginning of what is today called Houk's Cemetery. It is now surrounded by Fairview Cemetery, owned by the City of Hickory.