



**EVANSVILLE MUSEUM**

ARTS | HISTORY | SCIENCE

## **AGREEMENT FOR THE USE OF THE FACILITIES ("Agreement")**

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The Evansville Museum of Arts, History & Science ("EMAHS") and the renter ("User"), whether an individual, corporation, or cultural organization or association) agree that the User shall be entitled to use of only the following specified portion(s) ("Area") of the EMAHS, at 411 S.E. Riverside Drive, in Evansville, Indiana, 47713 at the following times and for the following purposes:

User: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Function: \_\_\_\_\_

Area(s): \_\_\_\_\_

Caterer: \_\_\_\_\_

Entertainment: \_\_\_\_\_

Date: \_\_\_\_\_ Time Begin: \_\_\_\_\_ Time End: \_\_\_\_\_

Set up Date/Time: \_\_\_\_\_ Tear Down Date/Time: \_\_\_\_\_

### **RENTAL REQUIREMENTS**

As a museum, our goal is the care and preservation of the art and artifacts in our collections. The EMAHS rental policies are guided by the need to protect collections and care for the museum building. Therefore, the EMAHS facilities are made available to individuals and groups only under very specific conditions.

1. User may not assign any rights or uses of the Area herein granted to any other person or organization.
2. The Function shall be subject to the following limitations, except when specifically waived in writing by the EMAHS Executive Committee as an amendment to this Agreement:
  - A. The EMAHS shall have the right to approve the caterer for the Function. The EMAHS will provide a list of preferred vendors upon request. If User chooses an alternate caterer, the caterer shall be required to meet with a Museum representative to review terms of use of EMAHS and sign a contract agreeing to such terms.
  - B. Entertainment for the Function must be approved by the EMAHS.
  - C. A meeting with the EMAHS must occur no less than two weeks prior to the Function to finalize details and review checklist.
  - D. No person attending the Function shall be permitted to enter any portion of the EMAHS except those portions specified as the Area except in obtaining access to the Area. (Unless otherwise specified.)
  - E. The EMAHS shall be provided with the opportunity, if determined necessary by EMAHS staff to make a brief presentation at the Function concerning the services provided by the EMAHS, and to distribute

- appropriate materials relative to such services.
- F. Private functions such as parties, anniversaries, bar/bat mitzvah celebrations, annual company meetings, lectures, symposiums, wedding or baby showers, fundraisers for verified 501(c)(3) agencies, staff retreats and other events may be accommodated.
  - G. No Functions involving political rallies or fundraisers can be accommodated by EMAHS.
  - H. EMAHS is unable to accommodate religious ceremonies other than wedding ceremonies.
  - I. All event types must be approved in advance by EMAHS staff.
  - J. The Function shall be open only to guests, bona fide members, employees or patrons of the User; and the User shall provide personnel stationed at the entrance to monitor and approve admittance. User is responsible for the supervision of all guests.
  - K. User shall provide linens, dishes, glassware, flatware, food, beverages, audio-visual equipment and staff for serving and cleaning up after the Function.
  - L. The EMAHS will provide podium, as well as guided tours or programs as requested by User when available for an additional fee.
  - M. User will be responsible for securing chairs, tents or any other item necessary for the Function from the approved list of vendors.
  - N. User shall hold the EMAHS harmless for any liability arising by reason of the failure of User to comply with the requirements of this paragraph, including but not limited to attorney fees and expenses.
3. Alcohol is permitted at events for patrons 21 years of age and over.
    - A. All Functions serving alcohol are required to have at least one off-duty officer (selected by the Museum) at User's expense, to be hired by EMAHS Staff. Depending on the size of the Function, additional off-duty officers may be required by the Museum.
    - B. If alcohol will be served, food must also be provided.
    - C. The caterer/ bar staff hired must have proper and up-to-date alcohol licensing.
  4. User shall not alter, repair, add to, deface, decorate or change the Area without the prior written consent of the EMAHS. User shall not cause or suffer any physical damage to any part of the EMAHS or any personal property therein and agrees to pay for the repair or replacement of any portion of the facility or personal property damaged, lost or destroyed plus any attorney fees and expenses incurred. User shall bring in and remove all equipment used in connection with the Function in such a manner as not to interfere with the normal operation of the EMAHS, and will remove all such equipment promptly, or pay such additional usage or storage fees as may be determined appropriate by the EMAHS.  
**All items will be removed from the EMAHS prior to the museum's opening the next operational day. Museum guard must be present during event tear down, User is responsible for fee.**
  5. User and all persons attending the Function shall follow all applicable laws, ordinances and regulations relative to the use of the Area, including occupancy limits and fire regulations. The Area shall be maintained and vacated in as good condition as it was prior to the Function, reasonable wear and tear accepted. User agrees to indemnify and hold the EMAHS harmless against all liabilities, costs and damages arising out of the usage of the premises by User, and promptly to pay the EMAHS, upon demand, for all damages to any portion of the EMAHS occurring during the Function, including but not limited to the cost of professional cleaning, repair or replacement of carpeting and wooden floors plus any attorney fees and expenses incurred.
  6. User shall carry, or cause to be carried, general liability insurance in which the EMAHS shall be named as the party assured in limits of not less than \$1,000,000 per occurrence. If alcoholic beverages are to be sold or provided during the function, said general liability insurance shall specifically include, without limitation, liquor liability coverage. Such insurance shall be carried with an insurer reasonably satisfactory to the EMAHS, and the User shall furnish the EMAHS with a certificate evidencing that such insurance is in effect prior to the use of the Area by the User. **Proof of general liability insurance must be submitted to EMAHS at least one week prior to Function.**
  7. User hereby affirms that it is neither a practitioner nor advocate of discrimination based on race, creed, color, sex, sexual orientation, national origin or condition or handicap.

## BASE RENTAL FEE

Fees for usage of the **Rental Area(s)** :

The agreed upon base fee for this function is: \$

Please initial in blue boxes

## ADDITIONAL FEES:

A. User shall pay the cost of providing at least **one museum security guards** for each hour before or after regulat museum hours (including the period of usage time spent by the caterer to clean up and leave the premises) as the EMAHS shall determine to be necessary, at the rate of **\$25** per hour per guard.

- Guard # x Hours = \$\$

B. One police officer per 100 guests must be present during events serving alcohol. Rate is \$40 an hour, minimum of 3.5 hours

- Officer # x Hours = \$\$

C. One Theater Technician must be present during events using the Koch Immersive Theater & Planetarium. Rate is \$25 an hour.

- Theater Tech x Hours = \$\$

D. User shall pay **a deposit of fifty percent (50%)** of the total rental due for the use of the Area at the time this agreement is signed, and **shall pay the balance no less than one week before the date of the Function**. The 50% deposit shall be forfeited if notice of cancellation is received by EMAHS less than ninety (90) days before the Function.

- 50% Deposit =

E. **User will submit a credit card number to be kept on file** in case of such circumstances where facility is not left in proper condition and cleaning fees are incurred by EMAHS.

F. Should the EMAHS determine at any time, including while the Function is in progress, that any violation of the terms of this agreement or of any applicable laws, ordinances or regulations are likely to occur by reason of the conduct of the Function or by persons attending same, the EMAHS reserves the right to immediately cancel said Function, without any liability to User for any expenditures made by User prior to such cancellation, and without liability to return to User any payments theretofore received for such usage. Any such determination shall be made at the sole discretion of the EMAHS, which shall be exercised by its representative at the Function.

## CHECKLIST FOR USER: **MUST BE PROVIDED AT LEAST 7 DAYS PRIOR TO EVENT**

- Credit card number to keep on file for potential damages
- Proof of certificate of liability insurance
- Final payment
- List of event vendors and schedule of set up and take down of event

