



Ava Gardner Museum Rental Contract

The *Ava Gardner Museum* offers everything you need to make your next meeting or event a true Hollywood spotlight party. This awe-inspiring gem located in Historic Downtown Smithfield is brimming with priceless memorabilia of the beloved Golden Age star, providing a truly classic setting for your group.

The *Ava Gardner Museum* opened in this location in October 2000, after many years in temporary storefronts in Downtown Smithfield. Founders of the museum, Tom and Lorraine Banks, in partnership with local journalist Doris Cannon, envisioned a venue open to all who had an interest in Ava. Today, thousands of visitors a year journey to Smithfield to learn about Ava's life and career. The museum pays tribute to friends and co-stars of Ava's, like Gregory Peck, Grace Kelly and even Frank Sinatra.

We are dedicated to providing a quality experience to our visitors. The *Ava Gardner Museum* is available for rent to groups for corporate meetings, group gatherings, and small social functions.

This unique venue is unlike any other. Your guests will be charmed by the elegant atmosphere, historic photographs and Golden-Age film memorabilia. The museum is convenient to area restaurants and parking is available beside and behind the building for your guests.

We look forward to hosting your event at the *Ava Gardner Museum*!

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Entire Museum Max capacity: 100

Entire museum rental includes use of all function space at a rate of \$125.00 per hour, plus fees*. Rates permit no less than a minimum of two (2) hours.

Available Monday – Sunday 5:00 pm to 12:00 midnight

Additional Fees*:

- **Required security deposit (refundable): \$300.00**
- Required on-site Museum staff: \$15.00 per hour
 - One (1) AGM Staff member required every fifty persons
- Additional time used beyond the contract's rental agreement will be charged at the same rate as the contract fees.

Note: Unexpended time is not refundable.

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GROUP NAME: _____

DATE OF EVENT: _____

Description of Event:

Performance (); Reception (); Banquet (); Fundraising ();
Meeting/Conference (); Other ()

Brief Description of Event: _____

Estimated Attendance: _____

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This agreement, made and entered into the ____ day of _____ 20__, by and between the *Ava Gardner Museum, Inc.*, hereafter referred to as the *AGM*, and _____ hereafter referred to as the renter:

Name of Group: _____

Purpose of Event: _____

Address: _____

Telephone: _____ / **E-mail:** _____

Chief Officer of Organization: _____

Organization Federal ID # (if applicable): _____

Person Responsible for Payment: _____

Contact # for Payer: _____

Credit Card #: _____ **Exp. Date:** _____ **CVC:** _____

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Rental Rates: A two (2) hour minimum rental rate is **required**. Seven (7) hour rental *maximum*.

Total hours (x \$125):	\$ _____
# of on-site museum staff:	\$ _____
Security Deposit (Refundable):	\$ _____
Total:	\$ _____

Additional time used beyond the contract's rental time span will be charged at the same rate.

Total Rental Time: Total rental time begins with the setup time (load in) and ends with wrap up time (load out). The museum does not provide storage space either before or after the agreed upon rental hours. All property supplied by the renter(s) must be delivered, set up and removed during the contracted rental time on the day of the event.

Note: Unexpended time is not refundable.

Terms of the agreement:

- Fifty percent (50%) due upon signing of contract
- Balance due thirty (30) days prior to date of event
- Contact information for primary contact/renter and the organization due at signing of contract
- Contract is not valid until signed by the *AGM* Museum Manager and an Officer of the Executive Board of Directors
- Renter certifies on behalf of the organization that they will not discriminate on the basis of race, national origin, religion, sex, age, handicap, or sexual orientation with respect to attendance at the event.

Signatures on next page ->

The individual signing the Rental Contract personally guarantees the obligations of the organization or group using the museum.

Name of Applicant

***AGM* Manager**

Organization of Applicant

***AGM* Board Officer**

Signature

Date

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Date Hold Deposit and Balance Due:

A signed contract and date hold deposit in the amount of 50% of the total rental fee must be received by the *AGM* to secure the reservation date and time. The balance of the rental fee is due thirty (30) days prior to event. Any additional costs that may arise will be due within five (5) days of event. If the balance of the full rental fee is not received thirty (30) days prior to the event, *AGM* will cancel the reservation and refund seventy five percent (75%) of the deposit.

Payment should be made to the *Ava Gardner Museum*. Cash, check, and major credit cards are accepted.

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Cancellation:

The renter must provide a dated, written request for cancellation to the *AGM*. Upon cancellation, the following fee schedule will apply.

- Seventy-two (72) hours after signing contract a \$100 administration fee will be deducted
- Thirty (30) days prior to the event, one quarter (25%) of fees paid are nonrefundable
- Ten (10) days prior to the event, one half (50%) of fees paid are nonrefundable
- Less than ten (10) days prior to the event, a total (100%) of fees paid are nonrefundable

Note: No refunds will be made when the event is cancelled by *AGM* due to the renter's non-compliance with terms and conditions. Also, *AGM* will cancel the contract if it is found to contain false or misleading information.

If circumstances beyond the control of *AGM* force cancellation of the reservation, *AGM* will refund all monies paid. If an event is cancelled due to a force majeure, all fees paid by renter will be refunded. In either case *AGM* shall not be liable for any costs or damages suffered by the renter (over and above the rental fee) arising from cancellation pursuant to this section.

Indemnification:

Renter agrees to indemnify and hold harmless *AGM*, its employees, officers, directors, and agents from any damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in conjunction with damages to property, injury caused to any person (including death) caused by renter's use of the *AGM*. This will include any acts or omissions on the part of renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify *AGM* of any damage or injury of which it has knowledge in or near the *AGM* space, regardless of the cause of damage or injury.

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Liability:

Special event liability insurance is required of all renters. **A copy of special event liability insurance is due AGM no later than ten (10) days prior to the event.** The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring *AGM* and its employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renters use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required shall have a single limit liability of no less than \$1 million, and general aggregate liability of not less than \$2 million. *AGM* shall be named as an additional insured of said policy. Renter must provide to *AGM* a list of all sub-contractors to be used at the event, along with their certificate of insurance, also naming *AGM* as an additional insured.

Kitchen:

Due to space limitations, the *AGM* kitchen is not available for food or drink preparation, storage or refrigeration. All food and drink must be prepared by and brought onto the premises, and served by the renter or a caterer that is designated by the renter. The renter must coordinate with *AGM* staff at least seven (7) days in advance of the event to confirm catering staff arrival time. A minimum of one (1) catering staff person is required to be on duty at all times during the catered event. *AGM* will not provide any serving materials. There is no open flame or frying allowed on site or any cooking that will create smoke or fumes.

Decorations:

Due to the delicate and easily affected nature of the *AGM* artifacts, costumes and artwork, all decorations must be safe, subtle, and designed to cause no harm. Acceptable examples would be table decorations and free-standing decorations. The following are examples of prohibited decorations: glitter, metallic confetti, rice, birdseed, straw, hay, rose petals, tiki torches, sparklers, burning candles.

Trash Removal:

All trash and debris generated by the event shall be removed from the museum premises by the renter or caterer by the end of the event. The museum does not have a dumpster for disposal of trash from the event.

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Drugs, tobacco:

AGM is a drug-free and smoke-free facility. Drug or tobacco use in any form on the *AGM* premises, including any restroom, is strictly prohibited. Any guest violating these restrictions will be asked to leave the premises by the *AGM* staff.

Decorum:

The renter, renter's agents and guests are expected to behave with good taste and propriety. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. The renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of *AGM* staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases, no refund of the rental fee shall be made.

Permitted Use:

The renter is authorized, pursuant to this contract to use the space to hold the event, and for no other purpose, unless *AGM* gives the renter prior written authorization for additional permitted uses.

Assignment:

The renter may not assign or transfer their right or obligations under this contract without prior written consent from *AGM*.

Animals:

No animals are allowed in *AGM* with the exception of Certified Trained Service Animals.

Power Outages:

There is a possibility of power outages during rental events. The *AGM* is not responsible or liable for power outages.