

Ava Gardner Museum Rental Contract

EVENT: _____

DATE: _____

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 User: _____

Address: _____

Telephone: _____ E-mail: _____

Chief Officer of Organization: _____

Purpose of Event: _____

Organization Federal ID#: _____

Person Responsible for Payment: _____

Phone Number of Person Responsible for Payment: _____

Credit Card # _____ Exp. Date: _____ Security Code: _____

This contract is for the following spaces: Entire Museum (); Library (); Theater ()

Day and Date: _____

Time: In: _____ a.m./p.m. **Out:** _____ a.m./p.m. **Total hours:** _____

Description of Event: Performance (); Reception (); Banquet (); Fund Raising (); Meeting/Conference (); Other ()

Brief Description of Event: _____

Admission: (Maximum Attendance for rental of the entire museum is 100.)

Estimated Attendance: _____

Ava Gardner Museum Rental Contract

Rental Rates: A two (2) hour minimum rental rate is required.

Entire Museum: _____ per hour; **Library:** _____ per hour; **Theater:** _____ per hour

The total fees to be charged for _____ **hours:**

Museum space rented: \$ _____

On site museum staff: \$ _____

Cleaning: \$ _____

Security Deposit (Refundable): \$ _____

Additional time used over and above the contract's rental time span: \$ _____

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 (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 Ava Gardner Museum Director 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.

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

Name of Applicant

AGM Director

Organization of Applicant

AGM Board Officer

Signature

Ava Gardner Museum Rental Contract

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 Ava Gardner Museum 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 75% of the deposit.

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

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 out of cancellation of the event 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 such damage or injury.

Ava Gardner Museum Rental Contract

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. The museum artifacts, costumes, and artwork can be damaged by smoke and the resulting damage would be very costly to repair.

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.

Ava Gardner Museum Rental Contract

Drugs, smoking:

AGM is a drug-free and smoke-free facility. AGM will tolerate absolutely no drug use, smoking, or tobacco use in any form on the AGM premises, including any restroom. 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 correctly in keeping 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, except service dogs, are allowed in AGM.

Power Outages:

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