

SPRINGVILLE MUSEUM OF ART

FACILITY USE TERMS & CONDITIONS

The Springville Museum of Art Association (SMAA) and Springville City (City) is pleased to allow members of the community the use of this historic and beautiful venue for events.

By initialing each section below I signify that I have read, understand, and accept the *Facility Use Terms and Conditions* as Rentee. By initialing each section I also accept full responsibility for all those participating in this event and agree that they will abide by the *Facility Use Terms and Conditions*.

Rentee Signature

Date

GENERAL TERMS AND CONDITIONS [____]

- Two types of facility use are permitted:
 - Private Events:** 6.5 hour minimum for each private facility use including set up and clean up.
 - Semi-Private Events:** 1.5 hour minimum for each semi-private facility use not including set up and clean up.
- All individuals on Museum property will follow the instructions of Museum staff in obeying all Museum policies.
- All Agreements are subject to approval by the Museum Director.
- Rentee assumes the sole responsibility and expense to utilize the Museum in full compliance with all applicable federal, state and local statutes, ordinances, and rules and regulations including, but not limited to, licenses, taxes and Fire Marshal regulations. Non-compliance to any rules or regulations or default in the payment of rental fees as required constitutes a material breach and may result in the termination of this Agreement and the forfeiture of the rental. Rentee agrees that violation of any of the terms of this Agreement may be cause for the rental of the Museum to be revoked, without notice, and may result in immediate removal from the premises and forfeiture of the deposit.
- The City makes no guarantee or warranty, express or implied, as to the condition of the Museum or the ability to use the Museum for any certain purpose.
- If this Agreement is cancelled by the Rentee for any reason, the rent paid to Springville City and SMAA shall be forfeited or returned as follows:
 - Cancelled four to eight weeks prior to event date: the deposit is non-refundable, but the fee will be refunded in full.
 - Cancelled two to four weeks prior to event date: deposit is non-refundable but 50% of the fee will be refunded.
 - Cancelled less than two weeks prior to event date: both the deposit and fees are non-refundable.Any forfeited funds constitute liquidated damages for the direct and indirect costs incurred by the City and SMAA. Rentee agrees to the City and SMAA's retention of the Rental Fees pursuant to the above schedule represents a reasonable estimation of the City's actual loss and that this provision does not constitute a penalty. If the Rental Agreement is cancelled by the City or SMAA, all funds shall be returned to the Rentee. Rentee agrees that the return of all Rental Fees shall act as sufficient compensation for any damages the Rentee may experience due to the City's cancellation.
- The City and SMAA assume no liability for personal injury or property loss (including personal belongings, equipment, or gifts) or damage. The Rentee is solely responsible for any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or in any way associated with the activity. In addition, the Rentee shall defend, hold harmless, and fully indemnify the City of any and all such claims, damages, liabilities, costs, and expenses.
- Rentee shall not cause or permit anything to be done to the Museum that shall in any manner deface or alter the facilities. Rentee assumes sole and complete responsibility for any damage to the Museum, including, but not limited to, all equipment, artwork, fixtures, furniture, and all other property within the Museum, that is done by Rentee, Rentee's agents, employees, vendors, guests, invitees, or anyone else in the Museum associated with the Rentee. Rentee shall pay to the City upon demand such sum as shall be necessary to restore the Museum to its original pre-event condition.
- If any casualty or unforeseen occurrence renders the fulfillment of this Agreement by the City and SMAA impossible or impracticable, including, without limitation thereto, the requisitioning of the facility by the US Government or any instrumentality thereof, labor dispute, acts of God, riots, power failures, fire damage and any other conditions beyond control of the parties, then this Agreement shall be terminated. Rentee hereby waives any claim for damages or compensation from the City and SMAA on account of such termination.
- Rentee agrees to indemnify and hold harmless the City and SMAA including its elected officials, appointed officials, employees,

agents, and volunteers (collectively referred to herein as "City") from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Rentee, including its principles, agents, officers, employees, invitees or contractors which occur in or around the Museum.

11. Rentee agrees to use and occupy the Museum at Rentee's own risk, and hereby releases the City and the City's elected officials, appointed officials, employees, agents, and volunteers from all claims for any damage, loss or injury to persons, property or profits occurring in or about the Rented Facility, including, but not limited to damages, loss or injury to persons, property or profits resulting from the acts of Rentee, a third party, theft, vandalism, fire and other casualty events or damage.
12. Any action brought to enforce this Agreement shall be filed in Utah County, Utah. If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including any appeal.
13. This Agreement shall be governed by and construed in accordance with Utah State Law. If any term or provision of this Agreement is determined to be void or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, as if that void or unenforceable provision was not included.
14. Smoking and the consumption of alcohol is prohibited on the premises of and in the Museum.
15. Rentee may not assign any of its rights under this Agreement without the written consent of the City.
16. Deposit and signed agreement are due seven days after the reservation is initially made. A deposit is charged to cover any unexpected costs related to property damage, loss and/or clean-up. Following the event, the City shall assess if there is any property damage, loss or needed clean-up related to the Rentee's use of the Museum. If there is not property damage, property loss, or clean up, the deposit will be returned to the Rentee. If there is any damage to the Museum or needed clean-up, the City shall ascertain the costs of the damage or to clean-up the Museum and use the deposit to cover such costs. A written itemized accounting of the costs to repair damage or clean-up to the Museum shall be provided to the Rentee along with a check for the excess amount or a bill for payment of the deficient amount.
17. Rental fees are due thirty days prior to event date.
18. In case of inclement weather, Stewart Sculpture Garden events may be moved into the Main or Upper Level of the Museum. The staff reserves the right to make final determination and will notify the Rentee. If a garden event is moved indoors, the price difference is to be paid by the Rentee.

FACILITY USE POLICY

SECURITY OF ARTWORK [____]

1. Works of art, including frames and pedestals, are not to be touched, moved, or have items placed on them for any reason.
2. All guests must maintain a two foot distance from gallery walls and artwork.
3. Rentee shall provide sufficient, competent adult (at least 21 years of age) supervision of children and handicapped individuals at all times while on Museum property.
4. Museum reserves the right to display any artwork, including undraped figures, in any location that it sees fit.
5. Only service animals are permitted on Museum property.

PHOTOGRAPHY [____]

1. Photographers must schedule with the Event Coordinator in advance and pay the fee when applicable.
2. Photographs of artwork may not be sold, exploited, reproduced, published, or transferred.
3. Rentee gives permission to SMAA to photograph during the event for marketing purposes.

SET-UP [____]

1. Number of guests may not exceed room capacity.
2. A facility use map must be submitted to the Event Coordinator, at least seven days before your event, for approval.
3. Museum property will only be moved by Museum staff.
4. The Rentee is responsible for setting up and taking down personal equipment and decorations.
5. Wheelchair space is to be pre-arranged in the galleries as needed for each event.
6. For events inside the Museum, attendees will only enter the Museum through the East Entrance. Vendors will only use the West Entrance.
7. For events in the Stewart Sculpture Garden, attendees will enter through the East Gates. Vendors will only access the Food Staging Area from the Stewart Sculpture Garden through the small West Gate and the West Entrance.
8. Set up in the galleries will begin at event usage start time. Tables will be placed and ready for decorations within a half hour after event usage start time.

DECORATIONS AND EQUIPMENT [____]

1. All objects and materials that could cause a fire are not permitted on museum property. All objects and materials that could be hazardous or harmful are not permitted on museum property.
2. All objects brought onto museum property must be at least five feet from gallery walls and no closer than their height plus one foot from any work of art.
3. Museum lighting shall not be moved for events.
4. Decorations may only be hung where the Event Coordinator dictates.
5. Use of tape on floors or walls is NOT permitted.
6. No projectiles of any kind will be thrown on museum property.
7. Stakes, poles, or rods must only be stuck into the grass and planted areas in the Stewart Sculpture Garden.
8. The Rentee must use chairs that will not harm the grass.

REFRESHMENTS AND FOOD STAGING AREA USAGE [____]

1. All food preparation must take place in the Food Staging Area.
2. The Museum provides a Food Staging Area which includes only the use of the stainless steel refrigerator, the white freezer, counters, tabletops, microwave and stove (for food warming only); the Rentee must provide all other supplies.
3. Do not cut directly on table or counter tops.
4. For private events, food can be brought in at 11:00 a.m. on the day of the event. Items can be placed only in stainless steel refrigerator, white freezer, and on table along the west wall. For semi-private events, food, decorations, and other supplies can be brought in no earlier than the beginning of event reservation. Food staging may begin no earlier than the reserved start time.
5. Museum staff will not bus tables.

AUDIO/VISUAL [____]

1. Audio and visual requests will only be accommodated within the scope of the Rental Agreement during an event.
2. Only Event Hosts are allowed to operate Audio/Visual equipment.
3. Rentee is responsible for the functionality of all media prior to the event.
4. Flash drives are not permitted.
5. Museum will not be responsible for malfunctioning media devices.
6. CD/DVDs must be prepared with an Autoplay/Repeat function.

CHECKOUT/CLEAN-UP [____]

1. To receive a full refund of deposit, the *Facility Rental Cleaning Checklist* must be completed and signed by the Rentee and Head Event Host before leaving the Museum. The City reserves the right to retain all or part of deposit for noncompliance with contract.
2. The Museum provides garbage can liners, brooms, dustpans. The Museum does not provide other cleaning supplies.