

FACILITY RENTAL AGREEMENT

EVENT INFORMATION

Event Date: _____	Company/Organization: _____
Type of Event: _____	Approximate # of Guests: _____
Contact Name: _____	E-mail: _____
Mailing Address: _____	
City: _____	State: _____ Zip: _____
Office Telephone: _____	Cell Phone: _____
Organizer Arrival Time: _____	Departure Time: _____
Event Start Time: _____	Event End Time: _____

CATERER/RENTAL INFORMATION

Company: _____

Contact: _____ Title: _____

Mailing Address: _____

Office Telephone: _____ Cell Phone: _____

Caterer Arrival Time: _____ Departure Time: _____

Vendors: _____

Rentals _____ Entertainment _____ Valet _____ Photo Booth _____ Food _____

Band _____ DJ _____ Food Truck(s) _____ Other _____

Refer to the Health Museum Preferred Vendors List.

RENTAL SPACE:	Corporate:	Non-Profit Rates:
THE HEALTH MUSEUM FULL MUSEUM RENTAL	\$3,700.00	\$3,000.00
Grand Hall, McGovern Theater, Amazing Body Gallery		
Lower Gallery, Sue Trammell Whitfield Gallery, 3 Classrooms		

	Corporate:	Non-Profit-Rates:
GRAND HALL DELUX	\$2,900.00	\$2,300.00
Grand Hall, Amazing Body Gallery		
Lower Exhibition Gallery, Sue Trammell Whitfield Gallery		
GRAND HALL, FULL	\$2,200.00	\$1,800.00
Upper of Lower Grand Hall also available	\$1,100.00	\$900.00
Seats 120 -wheelchair accessible		
THEATER	\$1,600.00	\$1300.00
<u>CONFERENCE ROOMS</u>		
LEARNING CENTERS A, B, C (individual pricing per room)	\$500.00 each	\$400.00 each
2A (35 people per room. All rooms include a 60" flat screen TV)		
LEARNING CENTER D, 2B (10 people per room)	\$300.00	\$250.00
TICKET DESK	\$300.00	\$300.00
ADDITIONAL FEES:		
After Hours Facility Fee- <i>Non-Negotiable</i>	\$600.00	\$600.00
Includes cost of Museum staff, facilities/ cleaning staff.		
Security Fee	\$300.00	\$300.00
Required security guards, when alcohol served.		
4-hour minimum per 100 guests.		
\$100.00 each additional hour per officer.		
Audio Visual Fee	\$250.00	\$250.00
Museum AV equipment is available with an AV Equipment Use and Setup Fee.		

Audio Visual Technician Fee for on-site technician.	\$350.00	\$350.00
Requires a four-hour minimum.		
Additional hours for on- site AV technician. \$50.00 an hour.		
Tablecloth Rental Fee – Museum black linen.	\$200.00	\$200.00
Includes cleaning fees.		
Additional Hours Fee/ per hour	\$400.00	\$400.00
Additional event time, per hour charge pending availability of space.		
Additional Fee <i>after midnight</i>	\$800.00	\$800.00

**Please note if event occupies additional spaces not specified in agreement, additional space rental fees may apply. Spaces reserved for events that are unused for event are not refundable.*

ESTIMATED TOTAL CHARGES: _____

RENTAL FEES

Rental fees include a maximum of 6 hours. Typically, not more than 4 hours for event, plus 1 hour for set-up and 1 hour for break-down. Set-up needs requiring more than 1 hour will incur a \$100 fee per hour charge. Events taking longer than an hour to break down will incur a \$400.00 fee per hour. Break down for client includes any vendors brought in by client and client’s belongings. Charges will be applied to final bill. All additional time needed, pending availability of space must be negotiated with Special Events Manager.

All events must clear the museum by midnight.

BOOKING PROCEDURES

A signed contract and non-refundable deposit (\$500.00 or 50% of rental amount if rental is less than \$1,000.00) must be received to confirm your event. Your event is not confirmed until this deposit is paid. All events are paid for in full three days prior to event execution. All events require a credit card on file with valid expiration date. Dates are hold are not guaranteed and may be released without notice.

CANCELLATION POLICY

All cancellations must be received in writing by e-mail within at least 10 business days prior to the start date for the event.

Partial refunds, excluding the deposit amount, will be issued if the cancellation is made by the patron within at least 10 business days prior to the event. **Cancellations not made within this period will be billed the full contracted amount. The deposit amount from a canceled event cannot be applied towards a deposit for a future event.**

In the event of an emergency closing or inclement weather causing the event to be cancelled due to unsafe conditions, patrons will be given the option to reschedule or receive a full refund. If The Health Museum cancels the event, a full refund will be issued.

SET-UP

Special event space is available for event setup beginning at 5 p.m. Rental fees include 4 hours for the event, plus 1 hour for set-up and 1 hour for break-down. All events can begin no earlier than 5:30 p.m., unless by specific permission from the Special Events Manager. All events end no later than 11:00 with cleanup and load out from 11 p.m. to midnight.

All vendors--including--décor, catering, entertainment and outside rentals are arranged by the client. All vendors must be on preferred vendors list or approved by the Special Events Manager. All vendors must have their own adequate staff to execute the hospitality for the event. Vendors are required to pre-schedule set up load in/ out times and load in/out designated area with The Health Museum Special Events manager.

Vendor set-up cannot begin until 5 p.m. when the Museum closes to the public unless cleared by the Special Events Manager. All outside rentals and client supplies must be removed immediately following the event. No overnight storage of equipment is allowed.

The Health Museum has limited tables and chairs available for event rentals. Discuss table and chair availability and set up needs with the Special Events Coordinator prior to event. The client must check in with the Special Events Coordinator upon arrival. After the event, before leaving Museum grounds, the client or caterer must perform a walk-through of the facility with the Special Events Manager. Any changes to the event setup plans must be made with the Special Events Manager- 3 business days prior

to the event. The client is not allowed to move or alter Museum property or Exhibitions in any way. The client will be held financially liable for any damages to Museum or Exhibition property during the rental.

SECURITY

The Health Museum will arrange for security for all events with alcohol served and for events scheduled after 5 pm at an additional cost to the client. The number of officers required for any event is decided by the Special Events Manager. All Security is provided through The Health Museum.

PARKING

Parking for events held after 5 p.m. at The Health Museum is \$5.00 per car. Parking for events Before 5 pm is offered for \$3.00 (Museum members), \$5.00 (Museum visitors) and \$8.00 (non-visitors). Valet parking available. (Preferred Vendor List)

Hosted: _____ **Guest Pay Own:** _____

FOOD & BEVERAGE SERVICE

The caterer is responsible for all food & beverage set-up and liquor service. (See INSURANCE REQUIREMENTS) Caterer must provide a copy of Liquor License and Certified Bartenders License at least three weeks prior to event. **Cash bars are not permitted in The Health Museum.** Bar service must be provided by a full-service caterer. (Preferred Vendors List) All catering vendors are required to staff bars with TABC certified bartenders. Caterer must provide the required staffing for event execution, table maintenance and cleanup of event.

All catering supplies and equipment rentals must be removed from the premises immediately following the event. No overnight storage of equipment is allowed. All areas used for the event (food preparation areas, loading dock, and any other areas) must be cleaned prior to departure. The Museum, and its staff, will not be responsible or held liable for any loss or damage to supplies, equipment and any property under the custody of the Client or caterer. All trash must be placed in heavy-duty plastic trash liners, supplied by the Client or caterer, and placed in the designated dumpster outside the building.

POLICY AND PROCEDURES

The client and their guests must adhere to the policies and procedures of The Health Museum. The client must receive approval for any equipment/décor hung from any surfaces. Events may not create any hazard or impose undue hardship to the Museum and its exhibits, facilities, staff or visitors. Events must agree with established Museum regulations and not interfere with Museum functions and operations. The

Health Museum is a smoke free facility. The Museum prohibits the following: firearms, live animals, fog, special effects smoke, helium balloons in the Grand Hall, and open flames. Confetti, bird seed, rice or other small items may not be thrown inside the Museum. However, flower petals, and bird seed may be thrown outside. The Museum premises may not be used for any unlawful, illegal or immoral purposes as determined by the John P. McGovern Museum of Health and Medical Science in its sole discretion. Client and caterer shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction over the Museum premises) relating to the use, condition, or occupancy of the Museum.

INSURANCE REQUIREMENTS

Caterer must provide Certificate of Insurance three weeks prior to the event showing the following:

1. Workers' Compensation Insurance with an Employers Liability Limit of at least \$500,000
2. Commercial Automobile Liability Insurance with at least \$500,000 Combined Single Limit of Liability;
3. General Liability Insurance including Products Liability coverage with at least a \$1, 000, 00 limit.

In addition, if alcohol is to be served in conjunction with the event, Caterer must have a liquor license from the State of Texas and must carry full Liquor Liability Insurance with a limit of at least \$500,000, plus provide a certified bartender's license for each person serving liquor. In addition to copies of licenses and certificates (catering), Client must make certain that a Certificate of Insurance is provided to the Museum for each required coverage showing the Museum as certificate holder.

CERTIFICATE MUST READ AS FOLLOWS:

“John P. McGovern Museum of Health & Medical Science, its officers, Board members, employees, agents and trustees are herein named as additional insured.”

THIS PRECISE WORDING AND COVERAGE IS REQUIRED ON ALL CERTIFICATES

LIABILITY AND INDEMNIFICATION

Client, Caterer and their employees, agents, members, invitees, directors, officers and contractors hereby release, discharge and acquit forever the John P. McGovern Museum of Health & Medical Science and its personnel, agents, employees, members, officers, directors, contractors, representatives, attorneys, affiliates, successors and assigns (collectively, the "Indemnities") from any and all claims, demands and

causes of action, of whatever nature, whether in contract or tort, known or unknown, arising as the result of any action or lack of action by Museum of Health & Medical Science in connection with the Client's use of the Museum premises. Client shall indemnify, defend and hold harmless the John P. McGovern Museum of Health & Medical Science and Indemnities from and against any and all obligations, demands, claims, liabilities, damages, penalties, or judgments and alleged obligations, demands, claims, liabilities, damages or penalties, and losses for the death or injury of any persons whomsoever and for damage to or for loss of property (including loss of use thereof) directly or indirectly attributable to, arising out of, or in any way related to Client's use of the Museum premises or any portion thereof, even though caused without negligence or fault of the Client and even though caused by the sole, joint or concurrent negligence or fault of the Indemnities. This indemnity agreement is intended to indemnify the Indemnities against the consequences of their own sole negligence or fault and against the consequence of their negligence or fault occurring jointly or concurrently with the negligence or fault of Client. Client itself and its insurers waive any and all rights of subrogation with respect to claims against Museum of Health & Medical Science, and any of the other named or referred to Indemnities.

The John P. McGovern Museum of Health & Medical Science shall have no responsibility to Client for injury, death, damage, or loss occasioned by: (a) the acts or omissions of any person within, or about the Museum premises, (b) fire, act of God, public enemy, injunction, riot, strike, war, court order, requisition or order of governmental body or authority, (c) the use or occupancy of the Museum premises or the adjacent parking lot, (d) vandalism, theft, burglary and other criminal acts (other than those committed by the John P. McGovern Museum of Health & Medical Science), (e) water leakage or any defect in the Museum premises, the systems within the Museum premises, the parking lot, or services provided by the John P. McGovern Museum of Health & Medical Science or its employees or contractors, or pipes, air conditioning, heating or plumbing, or (f) the repair, maintenance, destruction, or condition of the Museum premises. The John P. McGovern Museum of Health & Medical Science shall have no obligation to repair, maintain, restore or replace the Museum premises, or parking lot, or otherwise be liable for any damage or destruction thereto or to any of Client's property. Museum of Health & Medical Science shall not be responsible for loss of or damage to any vehicle or their contents parked in the John P. McGovern Museum of Health & Medical Science parking lot. Client assumes liability for security related to events before 5 pm, as the John P. McGovern Museum of Health & Medical Science does not provide security for events occurring before 5 pm.

RELINQUISHMENT OF OCCUPANCY

Client agrees that the event will end at the departure time, and that it will vacate the Museum premises within 60 minutes thereafter, and that it will leave it in the same condition as Client found it upon arrival. Client also agrees to comply with the terms of this Agreement and all standard John P. McGovern Museum of Health & Medical Science policies and procedures. Extra charges will be assessed if rooms, exhibits, or equipment are damaged or destroyed. Should Client fail to relinquish the Museum premises in accordance with the departure time, Client shall be deemed to have held over and license fees shall continue to accrue at the specified rate, provided, however, no extension or renewal of this Agreement shall be deemed to have occurred by holding over. During such holding over, Client shall remain subject to all the terms and covenants.

ATTORNEY'S FEES

In the event of any litigation in relation to this Agreement, the unsuccessful party, in addition to all other sums that either may be called on to pay, shall be required to pay a reasonable sum for the successful party's attorney's fees, paralegal fees and other costs of litigation.

TEXAS LAW TO APPLY

This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder and performable in Harris County, Texas.

Client acknowledges that the John P. McGovern Museum of Health & Medical Science has made no warranties to Client as to the condition of the premises, either expressed or implied, and the John P. McGovern Museum of Health & Medical Science and Client expressly disclaims any implied warranty that the premises are suitable for Client's intended purpose.

PLEASE PROVIDE A DETAILED DESCRIPTION OF ACTIVITIES TO TAKE PLACE ON THE EVENT DATE.

I have read, understand and agree to adhere to all the policies set-forth by the John P. McGovern Museum of Health and Medical Science.

Agreed to and executed this day of

Client: _____

By (contact): _____

Deposit Amount*: _____

*\$500.00 or 50% of rental amount if rental is less than \$1,000.00 -Deposit amount will be applied to the final payment.

Check # or Credit card: _____ Security Code: _____ Exp. date: _____

Card Type: MasterCard Visa American Express Discover

Printed Name: _____

Title: _____

(This contract must be completed, submitted to the Museum contact and deposit received to secure requested dates.)

For Office Use Only

Received by THE HEALTH MUSEUM as The John P. McGovern Museum of Health & Medical Science:

NAME: _____ **DATE:** _____