



Building Event Contract

Date(s) of Event: _____ Rental time begins: _____ Rental time ends: _____
Set-Up: _____ Clean Up to be Completed: One Hour After Event End

Contact Person(s): _____
Organization: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Primary): _____ (Secondary): _____
E-mail: _____

Area(s) Rented: _____
Type of Event: _____
Estimated Attendance: _____ (150 maximum)

Plan/Option Rate: \$ _____
Additions: \$ _____
Subtotal: \$ _____
Damage Deposit: \$ _____ (refundable)
Total Balance: \$ _____
Rental Deposit: \$ _____ (non-refundable)
Balance Due: \$ _____ (paid in full by _____)

Additional Rentals:

Hours: _____ @ \$ _____ per hour
Lower Level: \$ _____
Other: \$ _____

All payments must be made no later than 2 weeks prior to the Event Date that is stated in this agreement. No payments of any kind, made toward the fulfillment of this contractual agreement, will be refundable after _____, (See Balance Due date in calculations shown above.)

All food, beverage and DJ arrangements must be authorized by the Anderson Museum of Art (AMOA). All alcohol permits, licenses and liability insurance certificates must be presented to AMOA by the time the balance is paid in full.

Please read, initial and sign the attached terms and conditions form and return them with this signed contract and initial deposit. Receipt of this contract and deposit will hold your date. If the balance of money due is not paid 30 days prior to your event, AMOA reserves the right to cancel the contract.

Signed: _____
Lessee Date AMOA Representative

**The Anderson Museum of Art Building Event Rental
TERMS AND CONDITIONS**

The lessee shall have use of the Anderson Museum of Art (AMOA) building for the purposes and in areas specified in the Event Contract. AMOA agrees to do everything in its power to furnish the premises properly heated, ventilated, lighted, clean, and in good order with reasonable custodial and housekeeping service deemed necessary by AMOA. If a situation arises where any of these conditions cannot be met, AMOA will notify the Lessee as soon as knowledge of any problems exist.

FEE POLICY: A \$500 non-refundable down payment is due with the return of the contract; the Balance and Damage Deposit are due no later than 30 days prior to the Event Date of this contract. **No refunds** will be given less than 30 days before your Event date.

CANCELLATION BY LESSEE: AMOA's refund policy is as follows: Rental payments made **in excess of the \$500 non-refundable deposit**, are refundable up to 30 days prior to an event.

INSURANCE: AMOA must be furnished with a certificate of insurance providing a minimum of \$1,000,000 general liability (and liquor liability, if applicable) from the lessee 30 days prior to the event. This liability should include Bodily Injury and Property Damage. The Anderson Museum of Art must be named as an additional insured on the policy or named in a letter from the agent of the lessee's homeowner's or business policy. The lessee must deliver the certificate or letter of insurance to AMOA, evidencing such coverage.

_____ **Initial** _____ **Date**

The insurance coverage may be obtained through one of the following: 1) extend lessee's homeowner's policy to cover the event, 2) add a \$1,000,000 umbrella to an existing policy of lessee, or 3) take out a special event policy for the event.

DAMAGES: Lessee shall pay to AMOA on demand any sum which may be due AMOA as reimbursement for damages, maintenance or replacement resulting from occupancy or negligence of Lessee or its representatives, workers, employees, independent contractors or invitees above and beyond the \$300 damage deposit. This includes damage to land, building, contents or personal property of AMOA or its employees occurring during the time of usage by Lessee. AMOA agrees to give notice in writing to Lessee of all such claims. In the case of no damages or excessive clean up, the \$300 damage deposit will be returned within a period of 30 days after the event.

_____ **Initial** _____ **Date**

EVENT TIME: Wedding and Large Events time is limited to 8 hours with midnight as the latest end time. Your 8 hours is calculated on the time you arrive and the time the last person with your event leaves the building. If you need extended hours, there is a \$50 charge per ½ hour or any portion of ½ hour over 8 hours total.

If your event is scheduled during open gallery hours (Noon-5 Tues. – Friday, 2-5 Sunday or 10-5 on Saturday,) AMOA galleries will be open to the public until one hour prior to the start of your event. One hour prior to your starting time, signage will be posted outside the entrances, stating the galleries are closed for a private event and when they will reopen.

_____ **Initial** _____ **Date**

DECORATING FOR YOUR EVENT: Contingent on the Museum's schedule of events, AMOA will allow wedding and large event packages a 2 hour block of time, during regular business hours, the day before or the day of your event for a rehearsal, to decorate, bring items in or do special set ups. We do this as a courtesy service to our lessees. The space may not always be available the day before, so please check with an AMOA staff member to confirm.

In some instances, additional hours can be purchased for \$50 per half hour or any portion of a half hour. Since the building is normally closed at 5 p.m., you will need to confer with your AMOA representative on availability of extended hours.

PROPERTY RULES

1. **NO SMOKING IS ALLOWED IN THE BUILDING** or on the grounds.
2. No touching or moving of art works is allowed. Artwork will not be removed from the walls because the lessee does not like the exhibit. Some artwork may be removed from the exhibit at the discretion of AMOA for protection.
3. No painting in or around the building.

4. Because we are an Art Museum, some restrictions are necessary to maintain the proper environment for our exhibitions. Therefore, no fastening is allowed to the building walls, floors, ceilings, doors, pillars, etc. Fastening devices such as gluing, taping, hooks, or any other method that may leave marks or damage paint, plaster, wallpaper, glazes, wood, etc., are prohibited. Special care should be taken not to scratch wooden floors when moving heavy objects. When applicable, covering the floor with adequate protection may be necessary. Depending on how they are used, some of AMOA's tables may need protective coverings also.
5. No movement of window coverings may be made unless given approval by an AMOA authorized representative.
6. Other areas of the building not specified in the contract may not be accessible to persons attending your event unless prior arrangements have been made with an AMOA representative. An AMOA representative will **NOT** be in the children's area located downstairs. If children are attending your event, they may visit the children's area downstairs **only** if a responsible individual(s), procured by lessee, is in attendance with any children using the downstairs play area, **at all times** and be responsible for clean up afterwards.
7. A DJ or Musical Group must not exceed a 90 – 100 db noise level for any extended period of time. Use of smoke and bubble machines are prohibited.
8. DECORATIONS – Lessee is responsible for all decorating of the event. FIRE RETARDANT MATERIALS MUST BE USED FOR DECORATIONS. No open flame candles, confetti, glitter, or sand may be used. Also, see #4 above. If the facility is used for a wedding and a type of wedding toss is thrown, the lessee is responsible for clean up the wedding toss (inside and out).
9. CATERING: 1) All Licenced and Insured catering companies are welcome at the AMOA , 2) Service providers are to come in through the Jackson Street entrance. 3) Either the caterer or lessee has the responsibility to clean off all tables and bag trash and take it to the dumpster. The kitchen and prep areas are to be returned to the original condition following events, 5) **beer kegs are not allowed.**
10. CLEAN UP and VACATING THE PREMISES: Lessee is responsible for normal clean up. Unless prior arrangements have been made, this is to be completed immediately following your event. Normal clean up consists of boxing decorations, displays, or accessories that were brought into the building for setup, plus sweeping up of any table favors, décor or wedding toss that have accumulated on the floor. Any excessive spillage or accidents, beyond normal wear and tear, need to be addressed as well. All trash must be bagged, tied and taken to the dumpster.

Lessee should vacate AMOA premises no later than the date and time provided in the contract. Premises should be cleared and in good condition to the satisfaction of AMOA. If the premises are not cleared by the agreed upon time. AMOA reserves the right to clear the premises, dispose of any property located throughout the building and bill Lessee for any charges incurred in connection with clearing or disposal.
11. PERSONAL PROPERTY: AMOA assumes no responsibility whatsoever for any property placed on the premises by Lessee, its representatives, employees, independent contract workers and invitees, nor are we liable for any loss, injury or damage to such property that may be sustained. Any item left over one week will be disposed of at the discretion of AMOA.

OUTSIDE PARTICIPANTS

Caterer: _____

Arrival Time: _____

Bar: _____

Arrival Time: _____

Entertainment: _____

Arrival Time: _____

Florists/Decorators: _____

Arrival Time: _____

OTHER TERMS AND PROVISIONS

CANCELLATION CLAUSE: AMOA shall not be used by Lessee for any unlawful purpose, but shall be restricted and limited for use by the Lessee for the purpose(s) and the time(s) indicated in the contract. AMOA reserves the right to cancel this agreement without incurring any liability to Lessee, in the event that Lessee misrepresents the purpose(s) for which AMOA is being used by Lessee.

HOLD HARMLESS CLAUSE: Lessee shall indemnify and hold harmless AMOA, its employees, officers, directors and any other person(s) associated with AMOA, against any and all claim of lessee, their employees or guests for bodily injury or property damages or loss while on the premises of AMOA.

ACTS OF GOD: This agreement is terminable by either party in the event of circumstances beyond the control of Lessee or AMOA, necessitating a cancellation of the Event. Such circumstances include, but are not limited to: riot, accident, disaster, storm or other severe weather conditions, intervening illegality, or closing of AMOA due to energy shortage, inadequate electrical power, destruction or other causes rendering AMOA unsuitable for use by the Lessee on the time and date specified. It is agreed that neither of the parties of the Agreement will be held responsible for damages for reasons of postponement or cancellation of event stated in this paragraph. In connection with the Event, lessee shall pay to AMOA for any out-of-pocket expenses incurred by AMOA as a result of execution of this agreement.

COMPLIANCE WITH THE LAW: Lessee shall abide by and comply with all rules and regulations prescribed by AMOA for the management and operation of AMOA, and all applicable laws, rules, ordinances and regulations of the United States of America, the State of Indiana, the County of Madison and the City of Anderson. Parties agree that there shall be no segregation or discrimination practiced at AMOA because of race, color, disability or creed against any participant or patron as to admission at public events.

CONDUCT, SAFETY, AND WELFARE: Lessee shall be responsible for the personal conduct, safety and welfare of its representatives, employees, independent contract workers and invitees while on the premises. AMOA may, at its sole discretion, take whatever action it deems advisable with respect to such conduct. It is expressly agreed that AMOA is not the promoter, director or manager of this Event provided, however, AMOA will institute action to control or correct any dangerous conditions or occurrence which may be called to AMOA's attention.

ALL INCLUSIVE: Any matter not expressly provided for shall be handled and disposed of by AMOA in its reasonable discretion. Such discretion may be exercised by the Executive Director or his/her authorized representative.

I/WE, the Lessee, have read and agree to all Terms and Conditions stated within this contract.

Printed Name

Signature

Date

The Anderson Museum of Art Representative

Printed Name

Signature

Date

Date