

EVENT RENTAL CONTRACT

This Event Rental Contract ("Contract") dated **DATE** is by and between the **MOBILE MUSEUM OF ART, INC.**, , hereinafter referred to as "MMofA," and **NAME** hereinafter referred to as "Renter," whose address is _____

1) DEPOSIT & PAYMENT INFORMATION

In order to hold an event rental date, Renter must sign this Contract and pay a non-refundable deposit of no less than 25% of the Booking Fee. The remaining amount of the Booking Fee is due no less than thirty (30) days prior to the event. If the full payment is not received by thirty (30) days prior to the event, the event is subject to cancellation by MMofA without refund of the 25% deposit. A rental reservation will be booked when this Contract is fully executed by MMofA and Renter and the original delivered to MMofA and the deposits are received by MMofA. Renter agrees to comply with all of the terms, conditions and requirements outlined in this Contract.

In order to rent the facility for your special event, an incident deposit is required. In the event that there is no damage to the facility, and the facility is cleaned as agreed upon (per Event Rental Contract), and no additional security/staff hours are resulting from non-performance of the contract, the incident deposit shall be returned no later than 20 working business days after your event

All fees and charges are used to support the Museum's operation and facility upkeep.

Payment Info

Total Rental/Booking Fee:

\$

Checks shall be made payable to Mobile
Museum of Art and mailed to:

+\$1000 refundable damage deposit:

\$

**4850 Museum Dr.
Mobile, Al 36608**

25% non-refundable deposit:

\$

Due at booking:

\$

Balance:

\$

2) CANCELLATION The non-refundable deposit shall be forfeited should Renter cancel. All cancellations must be in writing and submitted to the MMofA Events Manager or Director of Events at least ninety (90) days prior to the event. Should the event be canceled within ninety (90) days of the event, one hundred percent (100%) of the Booking Fee shall be forfeited.

3) RENTAL SPACE

Date:

Space/Room:

Description:

Times:

Number of Guests:

Fee:

4) TYPES OF EVENTS All events are expected to harmonize with the character and mission of MMofA and because the character of MMofA as an educational and charitable institution, the need for protection of the objects displayed in the buildings itself, MMofA reserves the right to refuse to make its facilities available to a prospective renter for any use it deems inappropriate, at its sole discretion.

The event listed in this contract is considered the following:

_____wedding _____social _____Corporate _____non-profit _____partnership

5) TIME LIMITATIONS No event may start earlier than 5:00 pm and no event may end later than 11:00pm unless approved in writing by the MMofA Events Manager. **Load in times can happen no earlier than 4:00pm, and load out times are immediately following the event's ending time.** Load out must not last more than one (1) hour. Load out time lasting longer than one (1) hour must be approved in writing by the MMofA Events Manager and may incur additional charges per hour. All items must be removed immediately after the event unless otherwise approved by the MMofA Events Manager in writing. Any items left beyond more than 24-hours after the end of the event without the written approval of the MMofA Events Manager will become the property of MMofA and may be donated or discarded without any liability to MMofA.

6) SECURITY MMofA reserves the right to determine how many and when security personnel may be needed contingent upon the type of event, facility and the exhibition in the facility at the time of the event. Security personnel are under the direct supervision of MMofA, and only MMofA personnel are to give instructions to its officers. Security of the building and artwork, and safety of the guests are paramount. Any breach of security or safety regulations may result in cancellation of an event, or removal of guests at any time. Renter and its vendors, guests, and associated staff must comply with all security requests.

7) OPEN FLAMES Renter shall not without written consent use oils, burning fluids, kerosene or gasoline for illumination, mechanical, or decorative or any other agent than electricity provided in the MMofA. Renter can only use candles approved in advance in writing for illumination at places designated or permitted by MMofA. Sparklers are not allowed inside or outside of MMofA.

8) GENERAL POLICY It shall be the policy of MMofA in considering requests for rental of the museum to give first priority to MMofA needs to accommodate its own activities. MMofA shall decline rentals for the use of its facilities for any activity, event, exhibition, or other use which, in the best judgment of the staff:

- (i) will cause or be likely to cause any material conflict with the normally anticipated use by MMofA of its facilities for its own activities (e.g., exhibitions, date conflicts or scheduled use extending for such duration as may preclude use for events likely to be scheduled by MMofA)
- (ii) may be reasonably expected to result in a significant burden to the facilities because of physical wear and tear, overcrowding, use in violation of building or safety codes, or other rules or regulations applicable to the facilities

(iii) so identify MMofA with the use or event as to tend to create the implication that such use or event is sponsored or endorsed by MMofA or that any other business or organization conducts its business from the MMofA.

Due to the nature of the museums and venues, MMofA holds the right to display or exhibit any works of art or modify its buildings or layout of its buildings at our discretion. MMofA will do its best to communicate any changes and accommodate events during that time, but will not be held responsible for any potential impact that changes, additions, or removals may have on the event following the signing of this Contract, nor does said items negate this Contract or render this Contact invalid.

9) REGULATIONS OF USE

Renter must initial and acknowledge all regulations below.

A. General

_____ Each group renting the museum facilities is required to appoint one (1) person to be an Event Coordinator. The Event Coordinator will be responsible for making arrangements with museum personnel and for supervising the event. This person will be present during the entire event and will ensure that MMofA's rental policies are followed by the renting organization, contracted vendors, including caterer(s), and event guests. MMofA strongly recommends that Renter employ the services of a professional Event Coordinator. The Event Coordinator may not be a guest of the event (ie: family member, member of bridal party, etc)

_____ All invitations or related printed materials that mention MMofA must be approved by a representative of MMofA..

_____ Renter must complete MMofA's Decoration and Entertainment Plan, detailing all proposed decorations, entertainment, set-up and planning. This form must be submitted to the MMofA Events Manager at least thirty (30) days prior to the event and is subject to the prior written approval of the MMofA Events Manager. All changes to the Decoration and Entertainment Plan must be made at least twenty days in advance of the event by the Renter and approved by MMofA in writing. If no changes are made by this time, it will be assumed that there will be no changes made on the day/evening of the event by the Renter. Changes made after the deadline are entirely subject to the sole discretion of MMofA and the MMofA Events Managers.

_____ A list of all vendors is required sixty (60) days prior to event and must include contact person and information. This information should be included on the Decoration and Entertainment Plan.

_____ Additional fees, if any, other than additional clean up charges, security fees, overtime charges or damages, will be determined at the time of contracting, depending on any extraordinary requirements, which would affect normal operations.

_____ Any additional clean up charges, security fees, overtime charges or damages will be billed after the event.

_____ A staff member of MMofA must be present for all deliveries, set up, and during all events.

_____ The Renter is responsible for the conduct of invited guests.

_____ MMofA is not responsible for lost or stolen items.

_____ Smoking is not permitted inside the museum or within 50 feet of an entrance/exit. This includes the outdoor terraces.

_____ Inside security will be provided by MMoA.

_____ Renter shall comply with all laws, ordinances, rules and codes relating to the preparation, staging, hosting and removal of the event, including, without limitation, obtaining all required governmental permits and licenses.

_____ All events must comply with the rules and regulations of MMofA.

_____ Renter shall be liable for, and shall pay for, any and all expenses and costs whatsoever related to the event, including, without limitation, the preparation, staging, hosting and removal of the event, and event materials and structures and resulting trash and debris.

B. Catering

_____ Renter must use a caterer and beverage service provider that is approved by MMofA.

_____ The renter will be responsible for ensuring that caterers clean up thoroughly; this includes depositing all trash in the correct outside containers or carrying it away with them.

_____ The caterer is responsible for all catering equipment used and will neatly place all rental items in the area designated by the MMofA Events Manager.

_____ The caterer must remove all caterer-owned equipment at end of rental event, unless otherwise approved in writing by MMofA Events Manager.

_____ The Renter, rather than MMofA, is responsible for any items left by the caterer or any shortages of rented equipment. Any items left more than 24-hours after the event without the written approval of the MMofA Events Manager will become the property of MMofA and may be donated or discarded without any liability to MMofA.

_____ Cooking as well as the use of any open flames is prohibited inside the MMofA. Food may be kept warm using chafing dishes or warming boxes only.

_____ The use of beverages and/or foods that are more likely to cause stains to museum floors, walls, or artwork is strongly discouraged. Costs to clean stains or repair/restore walls, floors, artwork as a result of stains will be deducted from the refundable damage deposit and/or billed to the Renter after the event if the refundable deposit is not sufficient to cover such damage.

_____ Renter is responsible for ensuring that the caterer follows all health code and fire code safety rules including keeping open pathways to fire exits.

_____ A catering kitchen is provided for preparation and plating. Any additional space usage for prep and catering must be approved by the MMofA Events Manager in writing.

_____ Caterers MUST use the service entry at the loading dock. Catering deliveries may NOT be brought in through the front doors of the building.

C. Event Set-Up and Break-Down

_____ **Equipment delivery and set-up may not begin before 4:00 pm.**

_____ No tables, chairs, equipment, décor, etc may be set closer than four (4) feet from any wall or artwork.

_____ Exits and bathroom are not to be blocked and no décor or set-up may interfere in any way with the artwork on display or any guests viewing the artwork.

_____ All equipment deliveries must be coordinated with MMofA staff upon arrival. Deliveries must come through the loading dock area unless otherwise specified by MMofA staff.

_____ Events must end by 11:00p.m. to allow for adequate clean-up time and break-down time. No rental period will extend past 1:00 am, including break-down.

_____ All set-up and break-down times for any event other than as specified herein must be approved by the MMofA Events Manager in advance and will be granted according to space availability.

_____ All events are to end at the specified time. The museum reserves the right to insist that the renter, caterers and band/DJ leave at this time. A minimum \$500 per hour penalty will be issued to the Renter for

overtime, provided, such penalty does not give the permission for any of such parties to stay past the rental period. Overtime charges will be deducted from the refundable damage deposit and/or billed after the event if the refundable deposit is not sufficient.

D. Rental Equipment

_____ Renter is responsible for making all rental arrangements for tables, chairs, linens, etc. At this time MMofA only has a limited inventory of tables and chairs that may be used .

_____ All rental equipment brought in by the Renter and/or its vendors or contractors must be approved in writing by the MMofA Events Manager in advance. This may be done by sending a copy of the rental quote to the MMofA Events Manger.

_____ Placement of all furniture must be approved by the MMofA Events Manager so as not to obstruct the flow of traffic, fire escape routes or violate the terms of any exhibitions. A diagram must be created by the MMofA Events Manager. The diagram should be included with the Decoration and Entertainment Plan.

_____ MMofA and its personnel will not at any time be responsible for the wear and tear of any vendor-owned rental equipment.

_____ All rental equipment, including chairs, tables, etc. must be removed from the museum immediately following the event, unless temporary storage is approved in writing of by the MMofA Events Manager prior to date of event.

_____ The Renter will be solely responsible for any damage that might occur to the rental equipment brought in by the Renter and/or its vendors or contractors (outside rental equipment) while at the museum.

_____ The Renter, rather than MMofA, will be responsible for any damage to the museum, museum property, or artwork that results from rental equipment brought in by the Renter and/or its vendors and contractors. Costs to repair damages will be deducted from damage deposit and/or billed to Renter after the event if the refundable deposit is not sufficient to cover such repair.

E. Alcohol

_____ The Renter is responsible for enforcing laws concerning alcoholic beverages. These responsibilities include but are not limited to:

_____ It is the Renter's responsibility to hire a properly licensed caterer or beverage provider to ensure all guests being served alcoholic beverages are of legal drinking age. The caterer or

beverage provider is also responsible for the distribution of alcoholic beverages through the duration of the event.

_____. The caterer or beverage provider, as applicable, must also provide a certificate of insurance for general and liquor liability with minimum limits of \$1,000,000 and name MMofA and the City of Mobile as an additional insured.

_____ Bartenders must be at least 21 years of age. Alcoholic beverages must not be provided or served to persons below the legal age, and cannot be served at any event where a substantial (more than 25%) of guests are under the age of 21.

_____ If a guest appears to have exceeded his/her limit of alcohol, neither the Renter nor the Bartender shall serve any additional alcohol to that person and a reasonable effort by Renter must be made to arrange a safe trip home for such guest.

_____ Service of alcohol must be discontinued at a reasonable time, at least thirty (30) minutes before an event is scheduled to end. No one will be permitted to leave the museum carrying an alcoholic drink.

_____ It is the responsibility of the Renter to ensure that all City and State laws regarding the use of alcoholic beverages are adhered to.

F. Dancing / Musicians / Bands

_____ The Renter must notify the MMofA Events Manager in advance if the event plans include musicians or DJ.

_____ Musical equipment requiring connections of voltage higher than the normal 110V receptacle must be approved in writing in advance by the MMofA Events Manager and included on the written Décor and Entertainment plan.

_____ MMofA reserves the right to alter sound level of music without notice to all parties.

_____ Stages are to be no larger than 12 feet x16 feet and must also be placed four (4) feet off the wall.

_____ All music must end within fifteen (15) minutes of designated event end time.

G. Decorations

_____ Use of any decorations including but not limited to floral arrangements, signs, banners, lighting, sound, stage, etc. must be approved by the MMofA Events Manager in writing in advance.

_____ MMofA has the right to refuse the admittance of any décor not previously approved of on the Decoration and Entertainment Plan.

_____ Helium-filled balloons, bubbles, silly string, aerosol cans, lacquer, paint, throwing rice, birdseed, confetti, glitter, and glue guns are not allowed inside the museum or within close proximity to the museum at any time.

_____ Live animals are not permitted in the MMofA.

_____ Throwing of rice, rose petals, birdseed, confetti, glitter, etc. is prohibited inside or outside the museum.

_____ No hanging décor such as ribbon, light strings, etc may be attached to walls or ceilings.

_____ The use of sparklers, smoke, haze, or fog machines is prohibited inside the museum and may not be used within fifty (50) yards of the museum.

_____ Artificial greenery may be used; the use of real greenery (potted, cut, or otherwise) for decorations is highly discouraged due to risk of bug infestation. Any real greenery must be provided by a reputable florist and be approved in the Decoration and Entertainment Plan. Real greenery that shows any sign of bugs or other material that may be harmful people or art will be removed immediately and without notice. .

_____ All decorations must be freestanding. Decorations may not be attached to museum walls.

_____ No items may be placed on any sculptures or buildings.

_____ All décor must comply with fire safety code.

_____ All signs are subject to written approval by the MMofA Events Manager before the event. Signs may not be attached to museum walls.

_____ Museum objects on exhibition will not be moved / removed from gallery spaces or other display areas in the museum.

_____ Decorations must be removed by the Renter immediately following the event.

H. Galleries, Exhibitions, and Artwork

_____ Viewing of the galleries at the museum may be added to this Contract for an additional charge. Unless otherwise specified, all galleries outside of the rental space will be closed during events..

_____ Use of additional galleries must be approved at least sixty (60) days in advance of the event.

_____ No food or drink can be taken into the galleries.

_____ No activities outside of normal museum behavior (as determined by MMofA staff) will be allowed in the galleries or spaces containing art.

_____ Artwork will not be removed to accommodate special requests for the event.

_____ Artwork may be removed, at the discretion of MMofA, for protection purposes only.

_____ Specific temperature levels are maintained by a climate control system for the protection of the museum's collection and exhibition. The temperature levels or climate control system may not be changed for events. Only the MMofA Facility Staff may operate the climate control system.

_____ There may be changes in museum and gallery displays or exhibitions from the time the venue is viewed to the event date. Changes or alterations in the museum set-up do not warrant event cancellation. In these instances, MMofA will not assume the costs or expenses associated with event layout and lighting changes that need to be made in preparation for an event.

J. Photography

_____ Photography will be allowed inside the MMofA special events, however, it will be confined to the subjects of the event. Copyright regulations prohibit photography of works of art.

_____ If the Renter employs the services of a professional photographer, the photographer must be briefed in advance by the museum staff as to photographic restrictions.

K. Delivery & Storage

_____ All deliveries will be made through the service entrances or the loading docks and are expected to be managed by the Event Coordinator hired by the Renter.

_____ MMofA does not provide storage prior to or following an event and it assumes no responsibility for loss or damage.

_____ Anything that can be hand-carried and is compact in size such as flowers, cake, some décor, etc, may come through the front door if approved by the Events Manager. Glass doors and all other surface areas must be protected. Renter will be liable for any damage caused by deliveries.

_____ Deliveries are restricted to the day of event within (1) hour prior to the contracted start of event and removed immediately following event. Renter's Event Coordinator must create load in schedule to ensure safe accessibility to the buildings.

_____ MMofA has a coatroom available for guest use. MMofA does not provide staffing or security for the coatroom and is not responsible for any lost or stolen items.

L. Theater/AV Equipment/Electrical

_____ All anticipated electrical use, and location must be approved in advance by the MMofA events manager.

_____ The use of extension cords or electrical equipment should be indicated on the Decoration and Entertainment Plan and must be approved in writing by MMofA and the installation supervised by MMofA staff. All electrical equipment must be in good working order and be UL approved. All needed equipment such as cords, gaffer's tape, etc is to be provided by Renter or its vendor. MMofA is not responsible and will not provide for any needed items.

_____ Lighting equipment requiring electrical connections of voltage higher than the normal 110V receptacle will not be permitted.

_____ MMofA has a selection of AV Equipment available for rent. Any use of MMofA's theater/AV equipment is restricted to operation by museum-approved audio visual technicians.

_____ MMofA's AV equipment must be returned in its original condition after use. Any altering or unauthorized tampering with equipment may result in additional charges.

_____ The use of AV equipment not rented from MMofA must be approved by the MMofA Events Manager.

10) FORCE MAJEURE The MMofA staff will use commercially reasonable efforts to make the facility available to Renter, however, notwithstanding any provision in this Contract to the contrary, if for any reason beyond MMofA's reasonable control, it is subject to events or occurrences to include, but not be limited to, acts of God, war on US soil, hurricane, fire, or a similar intervening cause beyond the control of either party, making it illegal or impossible, to hold the event at the museum at the date and time specified in this Contract, either party will have the right to cancel said event by delivering written notice to the other party prior to the event. MMofA does not assume liability of any nature for such cancellation and Renter hereby agrees that it shall not bring any claim or suit against MMofA due to such cancellation. If either party terminates this Contract pursuant to this Force Majeure clause, MMofA shall return to Renter all deposits paid by Renter with respect to rental of the museum under this Contract.

11) MISCELLANEOUS

Each party represents and warrants to the other party that it is authorized to execute this Contract and perform its obligations hereunder and the person signing below on behalf of such party is authorized to enter into this Contract and bind the party. If any one or more provisions of this Contract should be determined to be illegal or unenforceable, all other provisions shall remain effective. This Contract may not be assigned by Renter without the prior written approval of MMofA, which approval may be withheld in MMofA's sole discretion. This Contract is, and shall be deemed to be, a contract entered into, under and pursuant to the laws of the State of Alabama. In the event of any litigation regarding the rights and obligations of the parties under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs. This Contract shall be binding on and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and permitted assigns. This Contract contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter. This Contract may only be amended by a written agreement signed by the parties hereto. Time is of the essence to this Contract and the obligations of the parties hereto. This Contract may be executed in any number of counterparts, each of which shall be deemed original, and all of which shall constitute one and the same agreement.

12) LIABILITY Renter is responsible for all injury or damage of any kind to persons or property (regardless of who may be the owner of the property) arising out of or suffering through any act or omission of Renter, its employees, agents, contractors, vendors or guests, in connection with its use of the MMofA, including, without limitation, in connection with the preparation, staging, hosting and removal of the event.

13) DAMAGES Any type of damage to MMofA property or equipment is to be reported immediately to the representative of MMofA present at the event. Prior to such time as Renter, its agents, contractors, vendors or employees begin to use the MMofA, Renter must schedule a time with rental staff to complete review of condition of the building. Following the event, the same report will be revisited for any damage. Renter shall be responsible for any damage or loss not noted on the initial inventory and condition report. Costs to repair

damages will be deducted from damage deposit and/or billed to Renter after the event if the refundable deposit is not sufficient to cover the damage.

INDEMNIFICATION & AGREEMENT

BY SIGNING BELOW, RENTER HEREBY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD MMofA AND ITS TRUSTEES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CAUSE OR CAUSES OF ACTION (IN LAW OR IN EQUITY), EXPENSES AND CHARGES (INCLUDING BUT NOT LIMITED TO ATTORNEY’S FEES AND EXPENSES OF LITIGATION), OF ANY NATURE WHATSOEVER, ARISING OUT OF THE RENTER’S USE OF THE MUSEUM, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH THE PREPARATION, STAGING, HOSTING AND REMOVAL OF THE EVENT. THIS INCLUDES ANY DAMAGE OR LIABILITY CAUSED BY THE RENTER, ITS GUESTS, VENDORS, CONTRACTORS, AGENTS AND EMPLOYEES WHO ARE AT OR INVOLVED WITH THE USE OF THE MUSEUM BY THE RENTER, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH THE PREPARATION, STAGING, HOSTING AND REMOVAL OF THE EVENT.

RENTER ACKNOWLEDGES AND AGREES THAT WITHOUT THIS EXPRESS RELEASE AND INDEMNITY IN FAVOR OF MMofA, AND MMofA’S RELIANCE THEREON, MMofA WOULD NOT CONSENT TO OR APPROVE THE HOLDING OF THE EVENT IN THE MUSEUM.

MOBILE MUSEUM OF ART, INC.

Events Manager Signature

Date

Printed Name

RENTER:

Renter Signature

Date

Printed Name