



Huntsville Museum of Art

300 Church Street South, Huntsville, AL 35801

Vendor Agreement

The Huntsville Museum of Art (HMA) requires a signed Vendor agreement for all vendors working events at the Museum.

Performance Standards

- Vendor will remember that HMA is a cultural facility.
- HMA is open to the general public during posted hours.
- Vendor will handle customers in a courteous and responsive manner.
- Communications between the Vendor and the customer will be timely and professional.
- Vendor's employees will be held to high standards of appearance and cleanliness.
- Vendor will coordinate directly with customer regarding event times and deliveries.
- Smoking is not permitted inside the building, nor 20 feet from the entrances, nor on the loading dock.
- Deliveries must come through the loading dock and sign in with security staff.
- Loss or cost recovery due to event cancellation is between the customer and the Vendor.
- HMA reserves the right to cancel this agreement in the event that it deems the Vendor's conduct to be detrimental to the best interest and purposes of the Museum.

Decorations

The Director of Facility Rental must approve all decorations being used. Nothing should be moved from the galleries or rental spaces without approval from the Director of Facility Rental.

- No sticky tape, Command Hooks, putties, or similar items are allowed on any surface.
- No nails or hooks may be added to any area.
- Decorations may not be attached in any manner to the walls, floors, lighting fixtures, or ceilings.
- No glitter or fog machines are allowed.
- Florist tape, wrapped wire, ribbon, or fishing line may be used to attach decorations to columns and railings.
- Gaffer's tape may be used to secure cords, paper, and linens to floors and must be removed during clean-up.
- Candles must be enclosed in protective devices to prevent dripping onto any surface.
- Candles are prohibited in the galleries.
- Helium balloons are permitted, provided that they are secured and weighted. Balloons must be removed immediately following the event. The release of balloons is prohibited.
- Sparklers, rice, and confetti (including biodegradable) are prohibited inside HMA.

All decorations must be removed at the end of an event, regardless of the time of day.



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Set-Up and Clean-Up

Vendor will be responsible for cleaning all areas within the scope of their services and the removal of all event related trash to the outside dumpsters provided by the Museum.

Tables and Chairs: Vendors will have access to service tables. Any specific set-up must be submitted to the Museum two weeks prior to event.

Vendor/Museum property: Any items unintentionally left/taken by Vendor must be returned/picked-up by Vendor within two business days.

Cleanup must be completed by midnight.

Insurance

The Vendor shall maintain for the duration of their service the following insurance:

Worker's Compensation Insurance: The Vendor shall procure and maintain, during the Term of the Agreement, Worker's Compensation Insurance for all of its employees as required by the State of Alabama.

Comprehensive General Liability Insurance: Proof of General Liability insurance that is primary and noncontributory with a minimum of \$1,000,000 is required with HMA listed as an Additional Insured. Insurance must have a waiver of subrogation and notice of cancellation included in the policy.

The Vendor shall provide a Certificate of Insurance as evidence that the insurance requirements of this section have been met. **This certificate shall be delivered to HMA as part of the execution of this agreement and within 30 days of each policy's future renewal date.**

Hold Harmless and Indemnification

The Vendor agrees to take all reasonable precautions for the safety of employees and other parties present for the scheduled event. The Vendor, to the fullest extent permitted by law, shall hold harmless and indemnify HMA, its board members, officers, employees, agents, volunteers against all claims damages, losses and expenses, including, but not limited to, attorney's fees, and fees arising out of or resulting from events at the HMA. This is to include associated parking facilities, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by an intentional or negligent act or omission of the Renter, Caterer, Florists, Photographer, guests, or others invited on the Museum premises. Such obligation should not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.



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Liability

The Vendor agrees that if the HMA premises or exhibitions are damaged during event they will pay HMA upon demand the amount necessary to restore premises or exhibitions to their original condition. Any costs incurred by HMA in collecting damages are to be paid by the Renter.

General Provisions

Vendor shall in no way bind HMA to any terms of its agreement with the client unless HMA agrees to be so bound in writing. Any oral agreements between Vendor and HMA shall not be binding.

Vendor warrants, defends, and indemnifies HMA from any and all liability arising out of or relating to the Vendor's actions, negligence, errors, omission, and agreements, written or not, entered into directly with the client.

HMA Authorized Signer (Printed)

Signature

Title

Date

Company Name

Authorized Signer (Printed)

Signature

Title

Date