



# Huntsville Museum of Art

300 Church Street South, Huntsville, AL 35801

## Facility Rental Agreement

The Huntsville Museum of Art (HMA) and \_\_\_\_\_ agree that the rental area, \_\_\_\_\_ shall be rented on \_\_\_\_\_ for the room rental rate of \$ \_\_\_\_\_. The event will start at \_\_\_\_\_ and end at \_\_\_\_\_.

### Reserving Event Location

The Huntsville Museum of Art Executive Director and/or the Director of Facility Rental must approve the use of facilities. To complete your reservation the Director of Facility Rental must receive:

1. Facility Rental Agreement signed by the person responsible for payment
2. Non-refundable, non-transferable deposit in the amount of 50% of the rental fee
3. Refundable damage deposit of \$500

Please make checks payable to The Huntsville Museum of Art or contact the Facilities Rental Director, at 256-535-4350 ext.207 to pay via credit card.

### Payments

**The final Room Rental payment is due 60 days prior to the event.** Additional fees incurred for the event may include, but are not limited to, bartender, valet, additional security guard, and/or exhibit access. Payment for additional fees is due not later than 10 days prior to the event.

### Cancellation

If a cancellation is made within 3 days of reservation, HMA will refund the rental deposit less a 20% administrative fee. If a cancellation is made after the 3-day grace period and at least 60 before the event, HMA will retain the rental deposit and return all rental fees, security deposits, and any additional amounts paid unless such additional amounts have been paid to a third party or HMA is obligated to pay such additional amounts to a third party. If a cancellation is made anytime with 60 days before an event, or on the event date, HMA will retain the rental deposit, all rental fees, the security deposit, and all other amounts paid.

If there occurs a *force majeure* (as defined hereinafter), the following shall apply:

1. The parties will negotiate to reschedule the event to a later date mutually acceptable to both parties. If the parties agree to reschedule the event, the parties shall evidence such agreement by a written



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amendment to this agreement signed by both parties changing the scheduled event date and making other changes necessitated by the date change.

2. If the parties are unable to mutually agree to reschedule the event, the event shall be cancelled and HMA shall retain the rental deposit. Upon such cancellation HMA shall refund to the Renter (a) all other amounts paid, if any, by Renter, including the security deposit and the balance due of rental fees, and (b) any additional fees paid to HMA for the engagement of third party providers unless such fees have been paid by HMA to such third party providers or such fees are contractually obligated to be paid by HMA to such third party providers.

### Force Majeure

Force Majeure is defined as the occurrence of a natural disaster, fire, war, civil unrest, terrorist attack, pandemic, emergency declaration, death of the Renter, or other event out of the control of both parties that would prevent the event from occurring at the scheduled date and time. Illness of the Renter, Renter's guests, or an HMA staff member shall not be considered Force Majeure for purposes of this agreement.

### Insurance

HMA is a cultural and fine arts facility and as such requires clients provide liability coverage that is primary and noncontributory in the amount of at least \$1,000,000. **Proof of insurance, with a waiver of subrogation, will be provided no later than 60 days before the event to maintain reservation.** Individual Renters may either add an endorsement to their Homeowner's or Tenant's Policy by adding HMA for the terms of the agreement or obtain, at their own expense, Event Insurance. Corporations, groups, or businesses agree to provide HMA with a copy of their Certificate of Insurance showing the Huntsville Museum of Art as an Additional Insured and subrogation waived in favor of HMA.

### Liability

The Renter 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.

### Damage Deposit

A \$500 damage deposit is required when reserving space for an event. The damage deposit will be returned no later than two weeks after the event provided conditions in this *Facility Rental Agreement* have been met.

### Scheduling

Access to rented room for decoration is limited to the day of the event beginning no earlier than 10 a.m. Additional access may be available on a case-by-case basis and must be coordinated with the Director of Facility



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Rental. The renter is responsible for arranging deliveries of decorations and set-ups with caterers, florists, and rental companies. Deliveries must come through loading dock and be signed in by security.

**Events must end by 11 p.m. and everyone must depart the premises by midnight or be subject to a \$500 fine.**

### Wedding Reservations

A wedding rental includes a one-hour rehearsal prior to the scheduled event. Rehearsals are scheduled when reservation is made. Wedding reservations include a complimentary one year family HMA membership.

Wedding ceremonies and/or wedding receptions, REQUIRE the client to retain or designate an Event Coordinator. Museum staff present at the event are responsible for any issues regarding the event space. The Event Coordinator is responsible for all event details, to include, but not limited to, coordinating deliveries, timing of event specifics and verifying vendors comply with contracted obligations.

### Outdoor Events

All outdoor events require prior arrangements to use indoor space in the case of inclement weather. In the event of inclement weather, and available indoor space, a Renter will be charged for use of the indoor space according to the fee schedule. An additional fee may be incurred for extensive set-up requirements.

### Parking

HMA assumes no liability for any damage to any vehicle or its contents while on HMA property. Parking is not permitted on sidewalks, grassy areas, or any other non-road areas. Located in the downtown area HMA has limited parking. The parking lot is subject to availability with HMA events taking priority. Valet parking is encouraged and can be scheduled for an additional fee.

### Caterers/Vendors

HMA maintains a list of featured Caterers. To work an HMA event, Caterers must have a signed HMA Caterer's Agreement, along with copies of appropriate insurance and health certificate, on file, as well as be in good standing with the Facility Rental department.

HMA maintains a list of featured Vendors. To work an HMA event, vendors must have a signed HMA Vendor's Agreement, along with copies of appropriate insurance and business license, on file, as well as be in good standing with the Facility Rental department.

### Alcohol

**HMA holds a liquor license and will purchase all alcohol for events. Under no circumstances can alcohol be brought on site by the Renter or their guests. Individuals who do not comply with this policy will be asked to leave the premises immediately. Client will lose damage deposit should any alcohol be brought on premises**



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**by anyone attending event.** HMA reserves the right to ID anyone requesting alcohol, to refuse service to anyone, and to shut down the bar if it is deemed necessary by Museum staff. Alcoholic beverages will be permitted only in the areas designated by the rental agreement. Renter is responsible for providing all glassware. **Alcohol selections and payment are due 2 weeks prior to the event.** No refunds will be offered for unopened bottles.

### Bartenders

Bartenders will be scheduled and paid by HMA. Bartender fees will be included in final payment. **The bartender may refuse service to anyone.**

### Security

HMA Security staff must be present during all rental events and will be arranged by the Directory of Facility Rental. The Renter is responsible for paying the security fee. Security of the Renter's property is the Renter's responsibility. Once the Renter has taken possession of an interior rental space it cannot be locked until the event is over. Any property left unattended will not be protected by HMA security. HMA is not responsible for rental items left on the premises.

### Chaperones

An adult must be present for every ten people under the age of 18 attending an event.

### Smoking

Smoking is not permitted inside the building nor 20 feet from the outside of any entrance.

### Photos

The Museum exteriors may be used as background for photos. The galleries may not be used for photo sessions without approval from the Executive Director. **If approval is granted, under no circumstances is any art piece or lighting to be touched or moved.** Photos taken may also be used for promotional purposes by the Museum.

### Public Access

HMA is open to the public during posted hours and access is not limited due to rental events.

### Table Diagram

Table and chair set-ups diagrams must be finalized with Facility Rental at least two weeks prior to event. A reset fee may be applied if diagrams are not finalized, or for changes made within two weeks of the event. Only designated chairs may be used outside. All other tables and chairs are for indoor use only.



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### 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 should be removed immediately following the event. The release of balloons is prohibited. All decorations must be removed at the end of an event, regardless of time of day.

Please note that sparklers, rice, and confetti (including biodegradable) are prohibited.

### Clean-up

HMA staff will inspect all areas after the event to ensure the rental space and grounds are left in the same condition as prior to the event.

**Clean-up must be completed by midnight.** Vendors are responsible for removing all items they bring. The Caterer will be provided with a clean-up checklist. The Caterer is responsible for the removal of all food, beverages, containers, and rental equipment at completion of the event as well for surface clean-up. The Caterer is also responsible for ensuring all garbage is sealed in the provided garbage bags and disposed of in dumpster. Event Coordinators are responsible for ensuring Clean-up is performed properly. **If the facility is not left in a satisfactory state, the Renter's damage deposit is forfeited.**

When prior arrangements have been made with the Director of Facility Rental, rental equipment may be picked up the morning following the scheduled event.

### Hold Harmless and Indemnification

The Renter, to the fullest extent permitted by law, shall hold harmless and indemnify HMA, its board members, officers, employees, and 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.

### Jurisdiction

This Agreement shall be construed under the laws of the State of Alabama. Any action brought by either party with respect to any dispute or controversy arising under or in connection with this Agreement, shall be filed only in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama.



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By signing this Facility Rental Agreement, the Renter(s) certify that he/she has read, understood, and agrees to comply with all terms and conditions of the Facility Rental Agreement.

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Renter's Signature

Date

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HMA Facility Rental Director

Date

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HMA Executive Director

Date