

RAHR-WEST ART MUSEUM
PRIVATE EVENT REQUEST

All facility usage requests must be submitted no less than two weeks in advance. A deposit of 50 percent, along with security deposit due at time of reservation. Remaining balance is due no later than two weeks prior to event. Refer to facility usage guidelines for complete stipulations.

Rental Date: _____	Start time: _____	End time: _____
*Includes set-up & clean-up time		
Event Type/Purpose of Rental: _____		Est. Attendance: _____
Name & age of Honoree (if applicable): _____		

Organization: _____

Contact Person: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone Number: _____

Email: _____

	<u>Capacity with</u> <u>tables</u>	<u>Rental fee four</u> <u>(4) hours</u>	<u>Totals</u>
RUTH WEST GALLERY	150	\$400	\$ _____
JOHN WEST GALLERY	100	\$300	\$ _____
LOUNGE GALLERY	30	\$100	\$ _____
Additional hours rental \$100 each @ _____ hours			\$ _____
PORTE' COCHERE**		\$25	\$ _____
VILAS-RAHR MANSION** <i>No food or beverage allowed in the mansion</i>		\$200	\$ _____
Total Facility Rental:			\$ _____

**Must be rented in conjunction with one of the galleries.

Equipment Needs: (please indicate quantity, if applicable)

_____ Tables	_____ Projector Screen	_____ Dry Erase Board
_____ Chairs	_____ DVD/TV (\$10)	_____ Extension Cords
_____ Digital Projector (\$10)	_____ Podium/Microphone (\$10)	_____ Easels

Please indicate any special requests or set-up information:

I, the undersigned "Client" confirm the above date and time for the event at the Rahr-West Art Museum "Museum" and have read and understand the contract and attached policies and procedures governing the use of the facility which are incorporated by reference herein and are made part of this contract. I understand that the Client, all event organizers and participants must comply with all applicable museum rules, city ordinances and rules, State and Federal rules and regulations.

The undersigned agrees to indemnify and hold the City of Manitowoc and the Museum, their officials, employees, officers and agents harmless from any and all claims that occur during this event including but not limited to damages, death and personal injury. It is further agreed that all personal property brought on the premises shall be at the sole risk of the individual and that the City of Manitowoc, the Museum, their officials, employees, officers and agents shall not be liable for any injury, loss or damage to said property. The undersigned agrees to be responsible for any damage cause to said Museum facility or property whether done by mischief or negligence. By signing, I acknowledge that I have authority to bind the event organizers and acknowledge that I have received, read and understand the documents attached to this contract and agree to be bound by all contract requirements or as expressed to me by an authorized agent of the Museum. When approved by the Museum Board, duly signed by authorized representatives of the Museum and the Client, and a valid deposit is received by the Museum, this contract shall be binding between the aforementioned parties as specified in this agreement.

Signature: _____ Date: _____

Fees:

Facility Rental Fee: \$ _____

Equipment Rental: \$ _____

Service fee: \$ 265.00

Security Deposit: \$ 150.00

Total Due: \$ _____

***Security Deposit:** A fully refundable security deposit will be collected at the time of rental. After the facility has been satisfactorily inspected for cleanliness and damages, the deposit will be refunded to the person whose name and contact information appears on this form.*

For Staff Use Only

Authorized Signature: _____ Date: _____

Date Deposit Paid: _____ Amount: \$ _____ [] Cash [] Credit [] Check # _____

Balance Due: \$ _____ Date Balance Paid: _____

[] Staff/Security Needed:

Staff: _____ Phone: _____

_____ Phone: _____

_____ Phone: _____

Deposit Returned: \$ _____ Date Returned: _____

RAHR-WEST ART MUSEUM PRIVATE EVENT CONTRACT

FACILITY USE

MISSION STATEMENT: *The Rahr-West Art Museum is a City of Manitowoc facility that preserves and enhances its collections and historic mansion. The museum's purpose is to engage the public in dynamic learning opportunities in the visual arts, and enrich life in the area by serving as a cultural resource.*

- 1) The Rahr-West Art Museum facilities and equipment are available for rent by the public, provided the use does not interfere with normal operation of the Rahr-West Art Museum.
- 2) Priority of use for the facilities shall be as follows:
 - 1st Priority** Rahr-West Art Museum Programs, Exhibits, and Events
 - 2nd Priority** City of Manitowoc governmental/departmental needs
 - 3rd Priority** Non-profit agencies
 - 4th Priority** All other groups

COSTS

The rental fee must be paid in full prior to event.

- 1) The rental fee includes the use of the rooms as designated by the Museum, Museum parking lot for passenger vehicles, use of the rest rooms facilities, and, when applicable, use of the kitchen area for caterer preparation. (*please consult Rahr-West Art Museum fee schedule for specific event and rental costs*)

CANCELLATION / CHANGE OF DATE

- 1) In the event of cancellation by the Client, the rental fee deposit will be forfeited to the Museum.
- 2) The Museum reserves the right to cancel the event due to circumstances beyond their control, if an event is found to be unsuitable for the community, or if the event fails to comply with the Mission Statement of the Museum.
- 3) In the event of a change of date by the Client, the event contract is void and one-half of the deposit will be applied to a new event contract date, with the other one-half retained by the Museum. No event date may be changed later than four (4) weeks prior to the reserved date. The Client shall then be required to sign a new event contract and make an additional deposit to equal one-half the rental fee as required. If less than four (4) weeks notice given of a change of date, the entire deposit shall be retained by the Museum

THE SITE

- 1) The Client shall provide the Museum with full details of the function at the time of submission of the contract, and must advise in writing in advance of any extraordinary measures or changes in plan. Any extraordinary measures or changes in plans must be approved by the Museum Board prior to implementation.
- 2) As the Museum is set within a residential neighborhood, all events must end by 11 p.m., which shall include a caterer's clean-up time.
- 3) Museum representatives will be present to oversee the comfort of the guests attending the event, assist with directing the guests, and to advise if they witness the Museum being misused by guests or outside staff. They are not available to serve, set up or clean up.
- 4) One person shall be appointed by the Client to serve as liaison with the Museum's designated representative. This person shall be responsible for contact during the event and shall assist the Museum's representatives in dealing with unexpected situations.
- 5) Children under the age of twelve (12) shall be the responsibility of their parent, guardian or designated adult supervisor at all times and must be closely supervised.
- 6) **If serving liquor, Client shall be required to abide by all liquor licensing laws and show proof the Client has obtained all necessary permits and approvals from the City for the event held at the Museum.** The bar shall be attended to at all time and shall close to guests 15 minutes before the end of the

event for the day. The Museum is not responsible for any problems with guests resulting from alcoholic consumption. The Museum will not file applications for liquor licenses/permits on behalf of the Client.

- 7) Photography of the Museum's artwork is not allowed unless prior written approval has been received by the Museum's Director.
- 8) Parking: The parking area to the South and West of the Museum is available to event guests during designated event hours. On street parking is available on adjacent city streets. During hours prior to events and after events, the Museum parking lot is used exclusively by museum visitors and staff. The Museum reserves the right to remove unauthorized vehicles from the Museum property before and after designated event hours.

EQUIPMENT

- 1) The Museum will not supply tents, linens, dishware, serving ware, flatware, glasses, tables, chairs, etc. unless specifically pre-arranged in writing, and which costs shall be assessed against Client. All necessary equipment shall be arranged by the Client through the caterer or rental company. No furniture or objects belonging to the Museum collection shall be available for use.

Amended: client may use chairs designated by museum staff on 1/20 limited to no more than 10.

- 2) No materials, objects or equipment belonging to the Museum may be used except with the written pre-approval of the Museum Director. Any such materials, objects or equipment must be returned to their original places, in the same condition as received for use.
- 3) Deliveries of rental items must be arranged in advance with the Museum Director. Pre-arrangement of deliveries shall be made for date, time and duration of deliveries. The Client or rental operative is responsible for all delivery, set up, and removal. Museum staff members are not authorized to aid in delivery, set up or removal for such special events.

FOOD / DRINK / DECORATIVE DISPLAYS

- 1) All food and drink choices must be submitted to The Museum for review two (2) weeks prior to events.
- 2) The Museum reserves the right to refuse food and drink choices, based on professional museum stewardship guidelines.
- 3) No live floral arrangements are allowed in museum galleries unless explicit authorization is granted from The Museum Director. Artificial floral arrangements are acceptable.
- 4) No open flames, smoke-producing elements, or other chemically or physically unstable decorative elements are allowed in museum galleries.

CATERING

- 1) Caterers who have not previously worked with the Rahr-West Art Museum are required to make a preliminary visit with the Museum Director or his/her designee for planning purposes.
- 2) A Museum staff member will be present to supervise catering delivery, set up and clean up. Museum staff members are not authorized to aid in delivery, set up, and clean up for such special events.
- 3) The Museum has limited catering/kitchen facilities available. Any use of Museum facilities must be arranged in advance with the Museum Director.
- 4) All caterers using the Museum Facilities shall be insured with a minimum of \$1,000,000 Commercial General Liability Insurance combined single limit, with a \$2,000,000 aggregate, written on an occurrence basis for personal injury, bodily injury and property damage, \$1,000,000 Product Liability and Completed Operations insurance, \$2,000,000 Fire Damage Liability and shall further carry Worker's Compensation insurance in the State Statutory amounts, and further shall secure and maintain insurance of such types and in such amounts whereby the City and Museum are adequately protected against all hazards or risks resulting from work performed by the caterer or their employees or agents. Prior to performing any services, at the Museum, and no later than thirty (30) calendar days prior to the event, the caterer shall provide to the City Clerk, for approval by the City Attorney, a Certificate of Insurance evidencing coverage from an insurance company authorized to do business in the State of Wisconsin. Said Certificate shall include an endorsement listing the City of Manitowoc and the Museum as additional insured and an endorsement giving the City of Manitowoc a minimum of ten (10) calendar days written notice to the City Clerk of any

cancellation, modification or non-renewal of insurance coverage. All insurance shall be primary coverage. Reduction of any city approved insurance coverage shall be considered a cancellation of the need for a caterer by Client.

- 5) The caterers and/or Client:
 - a. Shall provide all equipment, utensils, etc. necessary for preparation and serving of food.
 - b. Are responsible for clean-up after the event. This includes sweeping all areas where food was displayed and eaten.
 - c. Are responsible for putting up and taking down all tables and chairs and neatly stacking them at the end of the event.
 - d. Are responsible for the collecting of garbage during the event, including providing garbage cans and plastic liners, and for the removal of same after the event. The Museum does not have appropriate garbage facilities for this purpose.
 - e. Catering personnel must coordinate parking with the Museum Director.
 - f. Shall use only those areas specified by the Museum Director.
 - g. Shall not move furnishings or objects belonging to the Museum without the specific approval of the Museum Director and under the supervision of authorized museum staff.
 - h. Shall be responsible for the cost of repairing any damage to the Museum or its exterior facilities caused by the caterer, Client, their employees, staff, officers, agents and invitees, and all costs shall be billed to the Client.
 - i. A supervisor from the catering firm shall remain with the waiters throughout the function, including set-up, take-down and clean-up.

INSURANCE

The Client shall carry, at a minimum, a combined single limit of \$1,000,000 Commercial General Liability Insurance, \$2,000,000 aggregate, written on an occurrence basis for personal injury, bodily injury and property damage, and \$1,000,000 Product Liability and Completed Operations insurance, \$2,000,000 Fire Damage Liability, Worker's Compensation insurance in the State Statutory amounts and further shall secure and maintain insurance of such types and in such amounts whereby the City and Museum are adequately protected against all hazards or risks resulting directly or indirectly from the event. Prior to the event, and no later than (30) calendar days prior to the event, the Client shall provide to the City Clerk, for approval by the City Attorney, a Certificate of Insurance evidencing coverage from an insurance company authorized to do business in the State of Wisconsin. Said Certificate shall include an endorsement listing the City of Manitowoc and the Museum as additional insured and an endorsement giving the City of Manitowoc a minimum of ten (10) calendar days written notice to the City Clerk of any cancellation, modification or non-renewal of insurance coverage. All insurance shall be primary coverage. Reduction of any city approved insurance coverage shall be considered a cancellation of the event by Client.

INDEMNIFICATION

THE CLIENT SHALL DEFEND, INDEMNIFY AND HOLD THE CITY OF MANITOWOC, ITS OFFICIALS, OFFICERS, EMPLOYEE, DESIGNEES AND AGENTS, AND RAHR-WEST ART MUSEUM, ITS OFFICERS, EMPLOYEES, DIRECTORS, DESIGNEES & AGENTS HARMLESS AGAINST ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO LIABILITY ARISING FROM OR FOR ACTIONS, CAUSES OF ACTION, COSTS CHARGES, CLAIMS, DAMAGES, DEMANDS, EXPENSES, FEES AND SUITS FOR INJURIES TO PERSONS, DEATH OR DAMAGE TO PROPERTY (COLLECTIVELY "CLAIMS") IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT. THE CLIENT SHALL ASSUME ALL FINANCIAL RESPONSIBILITY FOR DAMAGE TO OR LOSS OF MUSEUM PROPERTY AND FOR ANY DEATH OR PERSONAL INJURY WHICH MAY OCCUR AS A RESULT OF USE OF THE PROPERTY.

POLICY STATEMENT

The Rahr-West Art Museum is a not-for-profit, tax-supported institution, operating as a department of the City of Manitowoc, Wisconsin. The Museum will make space available for rental by outside parties on a limited basis provided it does not interfere with the operations of the Museum, with Museum programming, or with any City governmental need.

ADMISSION AND MERCHANDISE SALES

- 1) No admission fees, donations, contributions or any other fees shall be charged by the Client or by any party using the Museum unless prior written approval has been granted by the Museum Governing Board.
- 2) No merchandise of any kind may be offered for sale by the Client during or in conjunction with a special event unless prior written approval has been granted by the Museum Governing Board.

COMPLIANCE WITH LAWS

- 1) No activities in violation of federal, state or local laws shall be permitted on the premises and it shall be the responsibility of the Client to enforce this provision. No lewd or indecent actions, conduct, language, picture or portrayals shall be included in the activities or events presented, used or sold that is contrary to law or prohibited by ordinance of the City of Manitowoc will be permitted. The Client agrees to abide and be bound by the decision of the Rahr-West Art Museum Board should any questions arise under this contract.
- 2) The City of Manitowoc and the Rahr-West Art Museum do not relinquish and do hereby retain the right to enforce all necessary and proper rules for the management and operation of the facility. Said rules shall be promulgated and enforced strictly by the Rahr-West Art Museum and the City of Manitowoc. The Rahr-West Art Museum and the City of Manitowoc, its officials, employees and agents retain the right of ingress and egress to all Museum facilities and grounds to ensure said premise is being used for the purpose as stated.

RECITALS AND DRAMATIC PRODUCTIONS

- 1) Recitals are scheduled as a community service in support of the arts. Recitals are permitted within the Museum during select times and must not interfere with regular Museum exhibits and programming.
- 2) The Museum will set up chairs as needed at the discretion of the Museum Director or his/her authorized designee. Any additional performance needs must be agreed to in writing prior to the event.
- 3) The Client will be responsible for securing personnel to assist with directing guests to their seats.
- 4) Any signage and accompanying literature (brochures, catalogs, playbills, etc.) that will be displayed or dispersed in conjunction to the event must be approved in writing prior to the event by the Museum Director. The creation of, display of, and dispersing of associated signage and literature is the responsibility of the Client.
- 5) Related receptions may be scheduled by the Client, and are subject to the policies of the event rental contract.

PERMITS/LICENSES

Client shall be responsible for the costs and obtaining any and all permits and licenses required when holding the requested event at the Museum. Failure of Client to obtain the appropriate license/permit needed for their event shall be considered a cancellation by Client of said event.

SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.