



4 East Main St., Christiansburg, VA 24073

montgomerymuseum.org

Montgomery Museum of Art and History Facilities Usage Agreement

The Montgomery Museum of Art and History is a museum first, and a site for private gatherings second. As a private non-profit organization, we are delighted to offer our unique space for the use and purposes of outside rentals. Any individual, group, organization, or corporation is eligible to apply for use of the facility for special events. All applications must be approved by the Museum's Executive Director and received 30 days in advance of the event.

Name: Organization (if applicable):

Renter's Name (Main Contact):

Email:

Phone:

Mailing address:

Physical Address (if different from mailing address):

City:

State:

Zip Code:

Type of Event: Public Private:

Room (Select One or Both): Community Room (Conference Room) Gallery Area (Reception Area)

Event Needs (Tables, Chairs, Spatial, audio/video, etc.):

Will Food/Alcohol Be Served at the Event? Yes No (If yes, please refer to Rules 7 & 8 below)

Estimated Attendance:

Date of Event:

Start Time:

End Time:

Access Time: _____ (to begin setting up) Close Time: _____ (done with clean up)

Caterer (if applicable): _____

Phone #

Email:

Brief Description of Event and its Purpose:

Event Cost Breakdown

Rates: Non-Profit Rate (\$40 per hour), For-Profit Rate (\$75 per hour), Individual hosting a Gathering e.g. family reunion, bridal shower, birthday party (\$30 per hour)

_____ hrs. x _____ \$ per hour = _____

Adjustments: Individual Member discount (10%); Business/Organizational Member discount (15%)

Total Rental Fee \$ _____ (Payment is due upon receipt of reservation)

Additional Notes:

RULES AND REGULATIONS

The Montgomery Museum of Art and History’s rules and regulations will be strictly enforced. By signing the agreement contract, and initialing the rules and regulations, the responsible party (Renter) acknowledges these rules and regulations have been read and understood.

1) Damages:

The renter and a Museum representative will do a property inspection at the close of the event to note conditions. Any additional clean-up required may be done by the renter at that time. The renter is responsible for the removal of all trash to the outdoor parking lot receptacle that is accumulated during the event. Any repair costs incurred by The Museum for repair of damage to the property including, but not limited to buildings, grounds, and carpets will be assessed to the renter. No rice, sprinkles, or glitter sprays may be used in the facility. If the damage repair is greater than the amount of the Security Deposit, the additional fees will be billed to the renter. By signing the contract and reservation form, the renter acknowledges responsibility for these additional charges.

2) Cancellations:

Rentals canceled more than 30 days prior to the reservation date will receive a full refund. Any cancellations within 30 days of the reservation date will receive a 50% refund.

3) No Warranty:

The Facilities are provided “AS IS”, “WHERE IS” and without warranty as to the suitability of the Facility for the Renter’s intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of the Renter’s (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement.

4) Indemnification:

Renter agrees that it shall indemnify, defend and hold harmless the Museum and its employees, officers, trustees, Board of Directors, and Executive Director, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation,

reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Renter's use of the Facility, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide the Museum immediate notice of any injury or damage to persons or property in, to, or around the Facility of which it is aware. Notice shall be provided to the Executive Director of the Montgomery Museum of Art and History.

5) Right of Entry:

Persons authorized by the museum shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of an emergency involving possible injury to property or persons in or around the Facility. The organization's contact person will be made aware of all Montgomery Museum exit locations.

6) Liabilities/Responsibilities:

The renter assumes responsibility for the character, acts, and conduct of all persons admitted to the premises by consent of the "Host" or with the consent of the renter's employees, agents, or guests. The renter shall hold The Montgomery Museum of Art and History, its employees, and its volunteers harmless from any and all acts of negligence or wrongdoing by them and shall indemnify them for any claims or liabilities, attorneys' fees, and costs in defending such claim for damages, injury, or death to a person or persons or loss or damage to property occasioned by or in connection with the renters' use of the premises.

7) Alcoholic Beverages:

Only beer, wine, or champagne are permitted on the premises, no hard liquor is permitted. The museum does not assume any liability for the serving of alcoholic beverages. The organization's contact person is responsible for assuring ABC License is enforced. If alcohol is being served during the facility rental, the Renter is responsible for providing a copy of the ABC permit and licensing documentation to the Museum at least seven business days prior to the reservation date. For questions about an ABC license, please reach out to the ABC Regional office in Roanoke at (540) 562-3604.

8) Food:

If it is a public event, food can only be served from a VA Department of Health-inspected kitchen.

9) Smoking:

Smoking is **prohibited** in the museum.

10) Advertising:

Any advertisement of an event in the media must gain written approval from the Museum Executive Director.

11) Event Time:

If the event runs past the time scheduled, the renter agrees to pay additional museum rental fees and staff fees on the day of the event.

12) Marketing and Promotion of the Event:

Museum staff must authorize and approve any marketing or promotional material before the Renter publishes or distributes the material publicly. Renter must send all marketing material at least two weeks in advance of the event for approval by museum staff.

Authorized Signature

I (the renter) have been given, read, and will abide by the Facility Rental Policy and Guidelines. By signing this contract agreement, I acknowledge that I have approval and consent from the sponsoring organization that I represent.

Sponsoring Organization Contact Information:

Name of Organization: _____

Address of Organization: _____

Name of Authorized Personnel: _____

Email Address of Authorized Personnel: _____

Phone Number of Authorized Personnel: _____

Renter's Signature: _____ Date: _____

Renter's Printed Name: _____