**Arkell Museum & Canajoharie Library Facility Rental Contract**

This agreement is made this day of 2019 by and between the
Arkell Museum & Canajoharie Library (legal name: Canajoharie Library & Art Gallery; herein referred to as “Museum & Library”) and (herein referred to as “Lessee”)

Contact Person: ­­­\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Function: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone/Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Purpose of Function: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Arrival Time: \_\_\_\_\_\_\_\_ Exit Time: \_\_\_\_\_\_\_\_\_\_ Number of Attendees: \_\_\_\_\_\_\_\_\_\_\_\_\_

Caterer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone/Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Any event exceeding the contracted hours and/or services**

**may be subjected to a 100% surcharge for these hours and/or services**

***Office Use Only***

Total Amount of Rental: $ Deposit Amount (20% of total Amount): $­­­­­\_\_\_\_\_\_\_\_\_

Deposit Paid On: Received by Staff Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remainder Due (One Week Before Event): $\_\_\_\_\_\_\_\_\_

Total Paid On:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Received by Staff Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lessee Required:**

***Insurance******Agent***: Event Insurance Received On: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Caterer’s Insurance******Agent***: Caterer’s Insurance Received On: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Event Set Up Form******Received On***: Copy To Building/Grounds On: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Onsite Technology Check On***: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notes:

**Facilities:**

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| --- | --- |
| **Chairs and Tables Available:** | **Number Requested & Location:** |
| 175 White Chairs |  |
| 21 Round Tables (5’ Round x 29” High - Seats Eight) |  |
| 6 Café Tables (31” Round; x 29” High - Seats Four) |  |
| 3 Bistro Tables (23” x 23” x 42” High) |  |
| 8 Banquet Rectangle Tables (3’ x 8’ x 29” High) |  |
| 8 Narrow Rectangle Tables (18” x 6’ x 29” High) |  |

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| --- | --- |
| **Classroom/Meeting Room**$40.00 per hour20 seated at tables; 30 seated lecture formatIncludes setup of tables/chairs, access to in-room sink, power/data (wireless) connections | Number of Hours: Total Fee: $ |
| **Great Hall**$150 per hour; 2 Hour Minimum160 seated at tables; 180 seated in lecture format36’ x 72’=2,600 square feetIncludes setup of tables/chairs, power and data (wireless) connections. Access to built-in DVD/ computer projector & screen are available for additional fees. Includes access to galleries during open museum hours *at the discretion of Museum*. This is a public space and Museum visitors have access during open hours.  | Number of Hours: Total Fee: $\_\_\_\_Includes gallery access |
| **Memorial Garden & Great Lawn**$30 per hourMemorial garden: 100’ x 130’=13,000 square feetDoes not include any extra services. This is a public space and Museum visitors have access during open hours. Renter set up must be approved in writing by staff. | Total Fee: |
| **Reading Room**$75 per hourThis public space is NOT available during regular open hours; set up during regular open hours must be minimal and ONLY at staff discretion.  | Total Fee: |
| **Full Kitchen**$250 per eventIncludes: convection oven, cook tops, stainless steel serving counters, dishwasher, microwave, steamer, pot sink, warming cabinet.  | Total Fee: |
| **Servery Kitchen**$150 per eventIncludes: commercial coffee machine, microwave, industrial refrigerator, stainless steel serving counters, ice machine, and sink. | Total Fee: |
| **Platform Stage**$200 | Total Fee:  |
| **Piano**$150 | Total Fee: |
| **Technology** DVD and Projector/Screen $35 Wireless Microphone/Sound System $35 **Onsite Technology Check Required One Week Prior to Event:\_\_\_\_\_\_\_\_\_\_\_\_\_** *(Lessee Initials/Dates)* | Total Fee: |
| **Security**Must be purchased for groups with 50 or more attendeesFlat Rate Fee (minimum) of $80 for 4 hours; $20 each additional hour | Number of Hours: Total Fee: $ |
| **Additional Staff**Must be purchased when outside regular business hours or during weekend events. We require at least two staff members be present during all rental hours. For large and/or involved events we may require additional event staff.$22 an hour per staff member | Number of Hours: Total Fee: $\_\_\_ Number of staff required |
| **Insurance Required**Insurance Agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Required** |
| **Food Fee, Cleaning Fee**Additional fees equal to one-half number of expected attendees are imposed when renter provides refreshments WITHOUT **Kitchen** rental; for events with more than 50 attendees; for events requiring more than 8 tables and/or more than 50 chairs. | Total Fee: |
| **Wedding Fee - $4000**  | Total Fee: |
| **Total Contract Fee:**  | **$**  |
| **Less 10% non-Profit Discount or Arkell Circle Member Discount** | **$** |

RESERVATION: All events must be scheduled with the Museum & Library. Events may include rehearsal dinners, weddings, showers, birthdays or anniversary parties, luncheons, dinners, business meetings, seminars, conferences, etc. Exceptions to the named events are at the discretion of the Executive Director or appointed delegate.

PAYMENTS: To reserve an event a deposit of 20% of the total bill is required to hold the space. This deposit is due at the time of signing this contract and will be credited to your final total bill. The reservation is not guaranteed until the signed and dated contract, and deposit is received. The remaining balance of an event is due one week prior to the scheduled event. If an event is canceled, the deposit is non-refundable. Lessee will begin function at designated time and agrees to pay for any additional usage.

PARKING: Parking is available on the west entrance of the Museum & Library. There are 46 spaces in the parking lot, 4 of which are handicap. Additional on-street parking includes 44 spaces on Erie and Church St., 4 of which are handicap. The facility is fully handicap accessible.

CATERING: The Museum & Library representative, Lessee, and the caterer will meet prior to the scheduled event. The approved caterer must provide the Museum & Library with a copy of their liability insurance no later than ten (10) business days before event. The caterer may have use of the upstairs server and downstairs kitchen and appliances therein providing it has been agreed upon by Lessee. Consumption or carrying of food or drink is prohibited in Museum galleries.

SET-UP: The Museum & Library maintenance personnel will set up tables and chairs as needed before the event. Lessee is responsible for all decorative set up. Set-up time begins at the time of your rental. Be sure to factor this in when scheduling spaces.

INSURANCE: The Lessee is responsible for any and all damage to the premises, equipment or property and will be held liable for all actions, behavior and damages caused by event attendees. Applicants requesting facility use for receptions, banquets, parties and similar events are required to provide an original copy of a certificate of insurance providing public liability and property damage insurance in an amount not less than $1,000,000 per occurrence and naming the Canajoharie Library and Art Gallery additional insured. **Proof of liability insurance is required and due four (4) weeks prior to your event.**

ENTERTAINMENT: Entertainment must be approved by the Museum & Library. Music and other loud distracting noises will not be permitted during Museum & Library operating hours.

TECHNOLOGY: The Museum & Library projector requires a VGA cable. The Museum & Library can provide a

VGA to VGA cable and a VGA to DVI adaptor OR a VGA to HDMI adaptor. The Lessee is responsible for confirming the operation of outside equipment within the Museum & Library. The Lessee is responsible for confirming the compatibility of outside equipment (eg laptop) with Museum & Library equipment (eg projector). The Lessee, NOT the Museum & Library, is responsible for providing adapters and equipment not described or included in this rental.

BEHAVIOR: The Museum & Library reserves the right through its officers and its employees or agents to

eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers, or agents, the Lessee hereby waives any right or claim for damages against the Museum & Library or any of its employees, officers, or agents.

RESTRICTIONS: The Museum & Library building and grounds shall not be used for any unlawful purposes. The lessee must agree that it will not practice, advocate or permit discrimination based on race, creed, color, sex, age, disability or national origin. Service animals are the only animals allowed inside of the building. Lessee shall comply with all rules and restrictions that may be prescribed by the Museum & Library for the purpose of maintaining the safety, care, good order and cleanliness of Museum & Library premises, equipment and property displayed thereon.

GALLERIES: There will be no food, drink or photography allowed in the Museum Galleries. Children under the age of 11 must be accompanied by an adult. Museum Gallery hours are not altered to any scheduled event unless by agreement of the Executive Director or appointed delegate.

SMOKING: Smoking is not permitted inside of the Museum & Library. Smoking is allowed outside, (exception being the Memorial Gardens,) if materials are properly disposed of in designated containers.

ALCHOHOL: The Museum & Library does not have a liquor license, and if the Lessee wants to serve or sell alcoholic beverages, they must provide the Museum a copy of their temporary permit. Any Alcoholic beverages must be served by a New York State Liquor Authority licensed operator. That provider must have appropriate insurance coverage (liquor liability coverage of a minimum $1 million per occurrence, $2 million general aggregate). The Museum & Library must be named as an additional insured party in that policy for the event (legal name: “Canajoharie Library & Art Gallery”). Lessee or caterer will provide the appropriate proof of either event permit or license, as well as the aforementioned insurance coverage to the Museum & Library upon entering into this Agreement or ten (10) business days before the event.

DECORATIONS: The Museum & Library will not permit affixing of any items to the walls. Candles and flames are not allowed. No smoke effects, explosives, or pyrotechnics are allowed in the building or on the grounds of the Museum & Library. Bubbles are not allowed in the building. Any floral arrangement must be clean and pest free.

CLEANUP: Cleanup must be completed by the end of the event. Emptying of trash cans, tables and chairs, will be taken care of by Museum & Library maintenance personnel. All of Lessee’s property will be removed from the Museum & Library by Lessee at the termination of Lessee’s use of the Facilities. If Lessee’s property is not removed as provided herein, the Museum & Library will have the right to cause such property to be removed at the expense of the Lessee.

LIABILITY/ DAMAGES: The Lessee is fully responsible for injury for all guests attending a contracted function. The Museum & Library cannot assume responsibility for personal property left in or out of the building during or following and contracted function. The lessee is liable for all damages, expenses and thefts or property loss caused by any person or persons who attend participate in or provide goods or services connected with lessee’s use of the building and its tangible property.

DISCLAIMERS: The Museum & Library through the contract is providing space to the Lessee for a designated time listed in the contract. The Museum & Library does not provide support services during events. Museum & Library staff is on hand to provide Museum & Library security and basic public safety. Soliciting of donations is not allowed on the premises.

This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of New York. The officer or representative of Lessee executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of Lessee and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which Lessee is a party, or of any federal, state or local law, rule or regulation. A signature by the lessee is confirmation that they have read, understood, and agree to abide to this agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written

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Arkell Museum & Canajoharie Library Lessee

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Signed Signed

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Date Date