



the new children's museum

# event policies

## A. BUILDING

The New Children's Museum is committed to introducing its mission and programs to new audiences in order to promote public awareness, membership and attendance growth. The Museum's facility use program will facilitate this commitment by bringing in corporations, organizations, and private parties for special event programs outside of the Museum's normal operating hours. All events will include Museum facilitators to educate guests on the Museum's exhibitions, programs, and mission.

Designated spaces at the Museum will occasionally be made available for reasonable private use consistent with the Museum's charitable and educational purpose, mission and policies by corporations, associations, institutions, and organizations both during and after public hours based on a space available basis. The Museum shall not be used for political, religious, or social advocacy events, art displays, or art auctions not previously approved in writing by the Museum. Promotional or fundraising events for other nonprofit organizations will be evaluated on a case-by-case basis and in the sole and absolute discretion of the Museum's Executive Director.

The Museum reserves the right to approve, in its sole and absolute discretion, any entertainment offered at an Event to ensure that the nature of the gathering is consistent with the Museum's mission, character and policies. The Museum prohibits any form of gambling activity, firearms and the use of fog or smoke. The use of live animals is not allowed. The Museum's Administration Department must approve equipment hung from any surfaces or any laser shows. Casino type events that do not use actual cash may be permitted upon prior written approval by the Museum. Events may not create any hazard or impose undue hardship to the Museum and its exhibitions, facilities, staff or visitors. Events must be in conformance with established Museum rules, policies and regulations, as the same may be amended and supplemented from time to time, and Events must not interfere with Museum functions. The Museum is a smoke-free building.

## B. FUND RAISING EVENTS

Any organization seeking to use the Museum facilities for an Event involving an admission charge or fundraising must qualify as a not-for profit, tax-exempt organization under Section 501 (c)(3) or other sections of the Internal Revenue Code. A copy of the Internal Revenue determination letter must be provided to the Museum prior to executing this Agreement. The sponsoring organization must (i) appear on this Agreement and provide documentation that the people benefiting have authorized the fundraising Event and (ii) provide certificates of insurance in the name of the Museum as set forth in the Insurance Requirements. The sponsoring organization must be involved in the planning of the Event and commercial ticketing is prohibited by private Users at Museum. As stated above, fundraising events will be reviewed on a case-by-case basis.

## C. GENERAL

Certificates of Insurance in accordance with the Insurance Requirements naming the Museum and Pinnacle as additional insureds must be on file from the User, their vendors and the vendor's agents. Any failure to comply with the terms and conditions of this Agreement or misrepresentation of any of the required disclosures shall result in immediate cancellation of this Agreement and/or any right to use the Location and/or the Museum, User hereby waives any and all claims against the Museum for damages arising from such cancellations.

The Museum reserves the right to disapprove, in its sole and absolute discretion, the use of any subcontractors used for any component of the Event, including, but not limited to, security, coat-check and catering. All Event caterers must be chosen from the Museum's Approved Catering List.

All costs and expenses associated with an Event shall be the responsibility of the User and/or the sponsoring organization. The User and Event sponsor are also responsible for any damages to Museum exhibits and facilities. If the Museum retains legal counsel to enforce any Policies or Procedures or other provisions of this Agreement, the User and Event sponsor hereby agree to pay all associated costs, fees and expenses upon demand from the Museum.

The User shall provide the Museum in writing with its guaranteed guest count three (3) days prior to the Event. If necessary, any adjustment to attendance that increases the total Facility Usage Fee will be billed immediately after the Event and will be due and payable by User on or before five (5) days after receipt of the bill.

All prospective Users shall be required to comply with all applicable law and the terms and conditions of this Agreement, including written certification prior to the Event that adequate security (including without limitation, required overnight security for Events of more than one day in duration) and other amenities will be provided.

Upon the occurrence of circumstances beyond the control of the Museum, the Museum shall have the right to reasonably relocate the Event to spaces other than the Location, upon prior written notice to User.

The Museum shall have the right to host simultaneous Events and rent other spaces in the Museum that have not been contracted for by such individual User.

## RESERVATIONS

Scheduling of Events is subject to availability. The Museum reserves the right to book concurrent Events in the building and Museum shall have priority in booking spaces for Museum-related Events.

Upon request, the Museum External Affairs Department may hold a Location arising from a phone or email inquiry for fourteen (14) days as a tentative hold. Within that time frame, a site visit may be scheduled and the reservation may be held for an additional seven (7) days after the site visit. If another potential User inquires regarding the availability of the same Location, the "first hold" will be notified and will be given seven (7) days to either sign a Facilities Use Agreement or release the space. The second or subsequent holds will be notified if the Location becomes available in the order that the request was received. Notwithstanding anything to the contrary contained in this Agreement, no reservations are complete until a Facilities Use Agreement has been executed and the Facilities Usage Deposit received by the Museum.

## PAYMENT

A non-refundable deposit of 50% of the Facility Usage Fee is due and payable upon signing a Facility Use Agreement ("Facilities Usage Deposit"). The Facilities Usage Deposit will be applied towards the Facilities

Usage Fee. User shall deliver the final balance of the Facilities Usage Fee on or before fourteen (14) days prior to the Event.

Corporate and individual sponsors who are using the Museum for an Event, per the guidelines stated in their benefit package are required to sign a Facilities Use Agreement and abide by the Museum's Policies and Procedures. Upon signing this Agreement, a \$300 deposit will be required ("**Labor and Equipment Deposit**"). The Labor and Equipment Deposit shall be applied to any labor, equipment, or additional facility charges that are due for the Event.

#### **SECURITY DEPOSIT**

All Users shall be required to remit a \$500 Security Deposit ("**Security Deposit**") on or before two (2) weeks prior to the date of the Event. If User defaults with respect to any provisions of this Agreement, the Museum may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any loss or damage that Landlord may suffer by reason of such User's default.

#### **CANCELLATION**

All requests for a change of date or cancellation must be received in writing. Cancellation of any Event at the Museum will result in forfeiture of the non-refundable Facilities Usage Deposit. If notice of cancellation is received less than fourteen (14) days from the Event, all fees and deposits paid will be forfeited.

The Museum reserves the right in its sole discretion to cancel an Event due to unforeseen circumstances. In such unlikely circumstances, all fees and deposits paid by User will be refunded in full.

The Museum reserves the right to cancel an Event at any point if User fails to comply with the Museum's established Policies and Procedures. In this instance, all fees and deposits paid will be forfeited and the Event will not be rescheduled.

### **D. PROCEDURES**

#### **EVENT COORDINATOR**

The Event Coordinator from the Museum will work closely with the User to ensure that the Event proceeds smoothly and efficiently.

#### **CATERING FOOD AND NON-ALCOHOLIC BEVERAGES**

To ensure the success of your Event, Museum will provide a list of approved caterers who are trained in the Policies and Procedures of Museum. Only these approved caterers may work in Museum. The approved caterer shall provide all personnel, materials, and supplies required in the preparation of food and non-alcoholic beverages.

The Museum retains the right to not permit food and beverage in certain galleries depending on the exhibitions. The Museum will make every effort to notify User in advance of any restrictions.

Menu items must be approved in advance. Bubble gum is not permitted.

#### **ALCOHOLIC BEVERAGES**

User shall use only the Museum's exclusive alcoholic beverage caterer to provide any and all alcoholic beverages used in conjunction with any Event held at Museum. The Approved Caterer may provide bar service, which includes set-up, mixers, sodas, ice, glassware, and staff based on mutual agreement of the parties.

Alcoholic beverages are not permitted in Event area until the Museum is closed to the public.

No alcoholic beverages may be removed from the Museum building without the Museum's prior written approval.

### **PLANNING AND SET-UP**

The Museum must review and approve in advance all proposed logistical plans no later than thirty (30) days prior to the Event. Floor plans indicating the placement of décor, tables, bars, displays, musicians, floral arrangements, electrical and A/V requirements, etc. must be submitted to the Museum. In addition, a list of all sub-contracted vendors and suppliers must be submitted within thirty (30) days of the Event and User is responsible for ensuring that all vendors supply the Museum with the required permits and insurance certificates and comply with the Museum's Policies and Procedures and this Agreement. User will provide the Museum updates of the layout on a regular basis or more frequently if there are any proposed changes that materially or significantly alter the original proposed space utilization of the Location, traffic flow or layout of tables, chairs and other equipment.

A walk-through by the caterer, User, an event planner and production personnel, accompanied by Museum Events Coordinator must occur no later than one week before the Event to finalize all arrangements.

The Museum does not provide staff to move props, musical instruments, staging, etc.

Notwithstanding anything to the contrary contained herein, unless otherwise previously approved in writing by the Museum: (i) Users shall not be provided access to the Location and/or Museum for set-up of the Event prior to 4:15 p.m. on the day of the Event or 6:15 p.m. on Thursdays (ii) all Events must end no later than 11 p.m., and (iii) following conclusion of the Event, User must vacate the Museum (including without limitation, removal of all décor, rental items and equipment) no later than 11:59 p.m. of the day of the end of the Event.

### **DÉCOR**

Plant items must be clean and free of insects.

Themed Events must be approved in advance.

Signs, posters, and banners cannot be posted with prior written approval from the Museum. All décor and signage must be free-standing. Nails, staples, and tape may not be used on floors, walls, or ceilings.

Rice, flower petals, birdseed, and/or confetti are not allowed.

All lighting must be approved by the Museum.

All décor items must comply with local fire department regulations. No open flames (i.e., candles) are allowed in the Museum.

### **MUSIC**

All music and entertainment must be approved by the Museum and must be in accordance with the city noise ordinance.

### **LIGHTING**

No open flames are permitted.

### **COOKING EQUIPMENT**

Chafing dishes with sterno and Carter Hoffmans (hot boxes) may be used in the Location for cooking needs. The head of the Museum Administration Department must approve all other cooking equipment prior to use. Cooking is not allowed inside the Museum except in the designated catering kitchen area.

All cooking equipment must be accompanied by an ABC fire extinguisher located on a stand in the immediate vicinity of the area where the cooking will be done.

Barbecue equipment is not allowed or permitted on Museum terraces.

### **ELECTRICAL NEEDS**

User acknowledges and agrees electrical power from the Museum's electrical system is limited, and shall conduct its Event in accordance with the foregoing.

A diagram of all proposed power requirements must be submitted in advance to Museum Events Coordinator for approval.

Special electrical arrangements must be made in advance.

### **JANITORIAL**

The client is responsible for leaving The New Children's Museum premises in the same condition as found. The Museum staff is not responsible for food services clean up during or after the Event. Clean-up and removal of refuse is the responsibility of User and/or User's sub-contractors. All trash must be deposited in the correct containers or removed from the premises entirely. If the Museum personnel judges clean-up inadequate to return the premises to its prior condition, additional maintenance services will be deducted from the User's Security Deposit.

Caterers are responsible for cleaning the kitchens where the food is being prepared and served and leaving it in the condition that it had been found.

### **RENTALS**

The Museum is not responsible for any rental items (or other equipment, supplies or materials) not picked up immediately after an Event or without prior written approval from the Event Coordinator.

Deliveries: Loading In

Rentals must be delivered on the day of Event and must be removed immediately following the Event.

All vendors and catering staff must check in with the Museum's Event Coordinator before entering the Museum building. The Museum does not provide vendor parking.

### **DELIVERY AND PICK-UPS**

All deliveries and pick-ups must be coordinated and scheduled with the Museum's Coordinator in advance. Museum staff will not be responsible for receiving Event-related materials unless prior arrangements have been made with the Events Coordinator.

### **SECURITY**

The Museum will provide at least one security guard for an Event. If additional security guards are needed, the User will be charged an additional fee. If the Museum anticipates charging User for Museum security personnel the Museum will provide User an estimated cost for this service upon User request.

### **PARKING**

Approximately 40 parking spaces are available for event parking. Additional parking arrangements are the responsibility of the client. This parking is not available for vendors unless arrangements have been made in advance.

Valet parking is permitted and must be arranged by the User with the Museum approved valet parking service.

Handicap parking and building access is available.

### **INVITATIONS AND PRINTED MATERIALS**

All invitations, posters, signs, press releases or other publicity pertaining to the Event must be approved in advance of printing by the Museum External Affairs Department on or before ten (10) days prior to the Event.

The Museum's name can only be used to announce the location of the Event and may not imply in any way that the Museum is sponsoring or hosting the Event. The Museum should always be referred to as "**The New Children's Museum**" in printed materials.

Announcements or advertisements are not permitted prior to signing the Facilities Use Agreement. Use of the Museum's images and logo may be subject to copyright fees.

Any press coverage must be coordinated with the Museum's Director of External Affairs & Marketing.

### **MUSEUM STORE**

Arrangements for the Museum Store (Gizmo Garage) to be open during a portion of an Event can be made through the External Affairs department. In addition, Event gifts may be purchased through the Museum Store. (Details will be worked out with the retail operator.)

### **CHANGES TO POLICIES AND PROCEDURES**

These Policies and Procedures are as of December, 2008 and are subject to change and modification by Museum at any time during the term of this Agreement.