

Facility Rental Agreement

The **Permian Basin Petroleum Museum**, hereafter referred to as **the Museum**, is a museum *first*, and a site for private gatherings *second*. The Museum, a private not-for-profit organization, is delighted to offer its unique facilities 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. Fundraising events must be approved by the Museum’s Executive Director.

Subject to certain conditions that are attached and are a part of this agreement, the Museum agrees to rent use of the Museum Facilities to the following named renting organization or individual (lessee).

Organization or Individual (Lessee) _____

Address of Lessee _____ City _____ State _____ Zip _____

Contact Name _____

Best Phone Number to Reach _____

e-mail Address _____

I am ___ I am not ___ a current Petroleum Museum Member.

Date, Hours and Rental Information:

Function/Event _____

Date of Event (MM/DD/YY) ___/___/___ **Time:** from ___ until ___ Approximate Number of Guests _____

Rental Fees:

✓ *Check the one(s) most applicable*

Daytime Rental 10:00 a.m.—5:00 p.m.

- ___ Auditorium, Café Area and Chaparral Gallery Only: \$1,000
- ___ Board Room: \$500
- ___ Café & Patio: \$250 (up to 50 people, \$5.00 per person for additional guests)
- ___ Exterior Facility use only: \$750
- ___ Exterior Facility use with access to interior: \$1,250

Evening Rental 5:00 p.m.—12:00 a.m.

- ___ Entire Museum: \$5,000
- ___ Auditorium Café Area, and Chaparral Gallery Only: \$2,000
- ___ Lobby & Entire West Wing: \$3,000
- ___ Café, Patio & Chaparral Gallery: \$1,000
- ___ Board Room: \$1,000
- ___ Mineral Gallery *or* Lovell Gallery: \$2,500
- ___ Permian Sea: \$3,500
- ___ Boomtown: \$2,500
- ___ Exterior Facility use only (limited lights after dark): \$1,250
- ___ Exterior Facility use with access to interior (limited lights after dark): \$2,500
- ___ ***If rental continues after 12:00 midnight — \$250.00 per hour***

If rentals begin in the afternoon and goes into the evening hours: cost of evening rental plus ½ of daytime rental.

Reservation for Museum rental is complete when:

- ✓ Deposit of \$500 is made.
- ✓ Rental agreement is completed, signed, and returned to The Petroleum Museum.
- ✓ A *separate* check for Damage Deposit of \$500 is made. This check will be held until after the event.

Terms of Rental Deposit Fee:

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➤ **Deposit (due upon contract signing—to confirm rental date) \$500.00**

An initial deposit is required at the time of execution of the rental agreement.

Deposit Refund:

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➤ The deposit will be refunded in full if the planned rental is cancelled or postponed and the Museum is notified no less than **thirty-one (31) calendar days** prior to the scheduled event.

initial

➤ \$250 of the Deposit Fee will be forfeited if canceled within fifteen (15) and thirty (30) days prior to the event.

initial

➤ The full \$500 Deposit Fee will be forfeited if canceled within fourteen (14) days prior to the scheduled event.

initial

➤ The Museum will submit an itemized statement of charges including outstanding rental fees and damages (when applicable) within fifteen (15) days after the rental, and the lessee will pay such charges in full, less any advance, within fifteen (15) days after the event.

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➤ 50% of the Total Contract Fee is due thirty (30) days prior to the event. The remaining balance is due no later than thirty (30) days after rental date.
 ➤ If the event occurs within thirty (30) days of the contract signing, the Total Contract Fee is due at the time of the contract signing.

Rental Terms and Conditions:

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- The Museum is open to the public 10 AM-5 PM, Mon-Sat; 2-5 PM, Sun.
- We ask that all rules for appropriate museum conduct be followed during a private event.
- No political activities are permitted on the Museum premises.
- No sub-leasing is permitted.
- Lessee will not discriminate against any person(s) on the grounds based on race, color, national origin, religion, or sex.
- If the Lessee desires *museum exclusivity* for an event during normal hours of operation, special arrangements must be made and approved by the executive director and/or board president. Museum exclusivity will result in an additional fee of \$750 per hour.

Regular Hours of Operation

The Museum is open Monday-Saturday, 10:00 AM-5:00 PM, and Sunday 2:00 PM-5:00 PM.

The Museum is closed Thanksgiving Day, Christmas Eve, Christmas and New Year’s Day.

Museum Admissions

We encourage your group to tour the Museum. Please be aware that the Museum will remain open for business as usual.

Tour Guides

Tour guides (docents) can be provided for most functions, based on availability. There is *no charge*, but a two-week notice is required.

- The Museum reserves the right to cancel a reservation if safety is a concern or if an emergency occurs which requires repairs and/or maintenance to the facility.
- **There are NO food preparation facilities available.** A catering kitchen located in the Transportation Wing is available. Use of the kitchen is for setup of catered or prepared foods only. (see *Food Service* section)

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- The Museum is not responsible for caterer or other service personnel.
- The Museum will not be responsible for terrorism or any Acts of God such as extreme temperatures, winds, flooding, or earthquakes. We take every precaution to provide a safe comfortable and enjoyable environment for our visitors and guests. In the event that any of these circumstances occur, the refund policy will remain in effect.

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- Smoking & drugs are not permitted inside the building.
- The Museum may not be leased to a minor. The responsible party must be at least twenty-one years of age.
- Event representatives are responsible for supplying one chaperone for every twenty guests 17 years of age and under.
- The Lessee accepts the responsibility to leave the facility in the same condition as it was found.

Setup & Decorations:

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- A state-of-the-art AV System is available in the Auditorium. If Lessee wishes to make use of the equipment, please make arrangements to schedule a time one week prior to the event to be shown how the AV System works. Please bring the laptop that will be used during the event so that a trial run can be performed.

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- Lessee will provide the table and seating layout seven (7) days prior to the date of the event.
- The Museum Staff is responsible for placement of tables, chairs, buffet tables, welcome tables, bartops, etc.
- Lessee is responsible for supplying all table accessories (i.e. tablecloths, centerpieces, floral arrangements).

Setup prior to the event will be allowed provided adequate notice is given. A three-hour window is allowed for decorating without adding an additional rental fee.

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- Setup activities are recommended to occur during the open hours. After 5:00 PM, the Museum will not allow the public to tour, with the exception of the private party.

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- Decorations are encouraged – but do not remove any Museum decorations or move any displays. Access to the area to be decorated before the event depends upon availability.

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- ***If the rented facilities are not in use, decorating may begin within three hours prior to the rental on the day of the event.***
- If the Lessee needs to decorate earlier than noon for an *evening* event, an **additional \$500 fee will be included in the final cost.**
- Exits and Hallways must remain free of obstruction.

- *initial* During the setup period, the crew may gain access to the Museum via the service entrance. Setup crew traffic through the front entrance is not allowed.
- *initial* **BUBBLES ONLY** – Rice, bird seed, confetti, crazy-string, sprinkle glitter, sparkles, or other foreign objects may not be used or thrown on Museum property.
- *initial* **NO staples, tacks, nails, duct tape or strong adhesive tape may be used on walls or floors.**
- *initial* Lighted candles or any other open flames are not allowed in the Museum. Sterno may only be used for heating food.
- *initial* Damage to Lessee’s personal property due to inclement weather is the responsibility of the client.
- *initial* Smoking is prohibited in all indoor spaces of the Museum.
- *initial* A minimum addition charge of \$200 will be assessed if Museum personnel must clean up after the event.
- *initial* The Damage Deposit will be returned to Lessee after a final inspection is done by Museum Staff. Cost of clean-up and/or repairs will be taken out of Damage Deposit and remainder will be returned to Lessee within fifteen (15) work days after the event.

The Museum has the following tables and chairs available at no extra cost:

- 200 Chairs
- 20 #1 Rectangular 8 ft. x 3 ft. tables
- 8 #2 Rectangular 8 ft. x 3 ft. tables
- 10 #3 Utility-grade rectangular 8 ft. x 2.5 ft. tables —need to be covered.
- 1 Rectangular 5 ft. x 2.5 ft. table**
- 20 Round 5 ft. tables
- 10 Round 3 ft. bistro tables
- 2 Bartops (\$25 rental fee / each)

No linens are available

Food Service:

- Food and beverages may be serviced anytime in the auditorium, the Hall of Fame, or on the grounds. Food and beverages may be served in the foyer and in designated exhibit areas only after 5:00 pm.
- *initial* The catering kitchen is NOT a food preparation kitchen. All food must be cooked off-site and brought into the Museum. No ovens or stove-tops are available.
- The kitchen has two warming drawers, two microwaves, a sub-zero refrigerator/freezer, sinks, and water.
- *initial* All caterers must supply their own equipment and supplies. This can be held the day of the event only.
- *initial* Setup and service personnel should enter through the loading dock entryway. The front entrance will not be used by service personnel during business hours.
- Red wine, Kool-Aid, or any beverages that can permanently stain carpets are not allowed at rental functions.

Definition of Responsibility:

- initial ➤ Lessee assumes full responsibility for damages incurred to the Museum property incurred by lessee and its invited guests during the hours of setup time and/or the scheduled event, to include possible forfeiture of using the Facility in the future.
- initial ➤ Lessee understands in the event damages do occur that are incurred by Lessee and its invited guests and the costs of cleaning and repairs exceed the \$500 Damage Deposit, Lessee will reimburse the Museum within three (3) days after presentation of an itemized invoice.
- A Museum representative will open and close the Facility. No keys will be given to any person for any reason.
- initial ➤ Lessee takes full responsibility of his/her sub-contractors' actions while on the Museum premises.

Clean Up:

- All of Lessee's equipment will be moved from the premises upon termination of the event unless special arrangements have been made prior to the event with the Museum Rentals Director.
- initial ➤ The Lessee is responsible for cleanup no later than 12:00 midnight of the same day as event. Lessee clean up consists of removing all decorations and leaving tables free of any and all items. Lessee is responsible for any damages caused to the facility by guests, as well as subcontractors, incurred for, during and after the event.
- Lessee will remove all trash from the tables and place into trash cans.
- The Museum Staff is responsible for cleaning the floors and removing tables and chairs.
- initial ➤ ***Do NOT drag boxes, ice chests, or any items or roll carts with dirty wheels across floors that might possibly damage the carpet or terrazzo.*** If professional cleaning or repairs to carpet, terrazzo, or other surfaces is necessary, Lessee will be charged for damages incurred. Cost of cleaning or repairs will be taken out of the Damage Deposit.

Alcohol Policy:

- initial ➤ Lessee shall obtain at its own cost any and all licenses and permits required by law.
- Lessee must provide a TABC certified bartender for any alcohol served.
- The sale of any alcoholic beverages is forbidden.
- Alcohol may be served as long as all laws and regulations concerning the serving of alcohol are followed.
- No one under the age of 21 shall be served alcoholic beverages, even if accompanied by a parent.
- initial ➤ Lessee will be responsible for providing police officers for evening functions serving alcohol.

➤ **Guest counts of up to 200 will require two police officers. If guest count exceeds 200, additional officers will be required. Officers must stay until the end of the rental time period.**

➤ Lessee hereby indemnifies and holds harmless the Museum against any and all liability for damages resulting from alcohol use on the premises by Lessee or its invited guests during the renter's event.

Waiver of Liability:

➤ Lessee understands the Museum is not responsible for the loss or damage to any equipment or supplies of the renter.

➤ To the fullest extent permitted by law, the Lessee shall hold harmless the Museum from and against claims, damages, losses and expenses, including but not limited to, attorney's fees, which arise out of any way related to any and all personal injury, death, or property damage in connection with rental of the Museum (as defined within the contract), and arising out of any act and/or omission by the Museum and /or any and all of the Museum employees or representatives, including, but not limited to, negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, breach of duty of good faith and fair dealing, fraud, conspiracy to defraud, deceptive trade practice allegations, misrepresentations or contribution, or any other claim, except for damages, losses and expenses caused by the Museum's gross negligence or intentional acts.

➤ In no event will the Museum be liable for special indirect or consequential damages arising out of, or in connection with, the Lessee of the facility rendered under this Agreement.

We, as Lessee and Museum Representative, agree to the above document and all it implies.

Authorized Lessee's Signature _____ Date _____

Museum Representative's Signature _____ Date _____