

Lizzadro Museum of Lapidary Art
DAY RENTAL AGREEMENT

This Day Rental Agreement (“Agreement”) by and between the **Lizzadro Museum of Lapidary Art** (the “Museum”) and _____ (the “Event Sponsor”) (the Museum and the Event Sponsor are collectively referred to as the “Parties”) is as follows:

RECITALS

WHEREAS, the Museum exhibits various pieces of lapidary art (the “Collection”) and hosts educational seminars and other events; and,

WHEREAS, the Museum desires to employ certain policies and procedures to help protect the Collection and insure a safe, enjoyable experience for all of its visitors; and,

WHEREAS, the Event Sponsor desires to rent a portion of the Museum building for a day rental (the “Event”) and the Museum is willing to allow the Event Sponsor to rent a portion of its building for the Event all on the terms and conditions as set forth in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties here by agree as follows:

AREA OF USE

The areas of the Museum building opened to the guests of the Event Sponsor for the Event:
(Check all applicable)

- Museum Exhibit Area
- Lecture Hall – Day Rental with pre-approved set-up
- Patio
- Museum Shop

EVENT DETAIL

There shall be no sale of general admission tickets at the Museum, nor shall the Event have a political theme. The Event Sponsor shall provide, upon request by the Museum, a list of guests in advance of the Event.

The Event date is: _____

The Event starting time is: _____

The Event ending time is: _____

The Purpose of the Event is: _____

The duration of the Event shall be during Museum Hours. Additional hours are available at an additional cost.

Delivery of food and equipment to the Museum shall not begin prior to the opening of the Museum on the day of the Event. Unless prior arrangements have been made, set up time shall begin one hour before the starting time of the Event.

In no case will guests, caterers or representatives of the Event Sponsor occupy the Museum building beyond closing time on the day of the event, unless otherwise previously approved in writing by the Museum.

Event cleanup shall include removal and/or disposal of all tables, chairs, linens, food, garbage, china, glasses, service or other materials brought into the Museum building. All rental and catering equipment brought to the Museum must be removed by closing time on the Event date.

A responsible Museum staff person and security person will be available during the event.

GROUP SIZE

The number of guests expected is: _____

Occupancy is permitted in both the Lecture Hall and Museum Exhibit Area.

Requested use of the Museum's A/V facilities including microphones, LCD screen and sound system will be approved prior to the Event. Entertainment shall be limited to background music only, live or recorded. Disc jockeys are not allowed. The Museum must approve a sample of the music prior to the Event. Dancing and "active performances" (i.e. jugglers, bicyclists, stilt walkers, etc.) are not allowed. Additional entertainment shall be approved by the Museum prior to the Event.

FOOD & BEVERAGE SERVICE

- Beverages and food are restricted to the Lecture Hall.
- Beverages are limited to light color liquids only. No alcohol is permitted during Museum Hours.
- Food will be limited to non-permeable aromas.

The type of food served is: _____

PARKING

The Museum can accommodate buses and up to 100 cars. Self-park on-site.

FEES

The fee ("Fee") for the Event shall be (Day Rental Rate) _____
The Rental Fee is payable by check or credit card on the day of the rental.

Refundable Damage Deposit of \$500.00 and photocopy of valid Driver's License or State ID is required with the signing of this contract.

(under Indemnification) or required with contract

The Client may elect to purchase general liability insurance in an amount equal to at least \$1,000,000 per occurrence. Additionally, the Client agrees to name the Lizzadro Museum as additional named insured (at no expense to the Museum) under such policy of general liability insurance and to provide evidence of such coverage to the Museum representative

DAMAGE DEPOSIT

A damage deposit of \$500.00 shall also be submitted upon execution of the Agreement. The Event Sponsor hereby indemnifies the Museum for damages caused as a result of the Event, which may be in excess of the deposit amount. The deposit shall be returned to the Event Sponsor within seven (7) business days following the Event, except in the case any damages or costs are incurred by the Museum in the conduct of the Event, in which case the Museum shall be entitled to withhold such damages or costs from the deposit, with the balance refunded to the Event Sponsor. In the event the damage deposit is insufficient to cover the damages or costs incurred, the Event Sponsor shall pay the Museum such amount within five (5) days of notice to the Event Sponsor.

SMOKING

Smoking (including e-cigarettes) is strictly prohibited inside the Museum. Outdoor smoking must be at least thirty (30) feet away from any Museum exterior entrance. The Event Sponsor shall incur a \$500.00 charge per occurrence of any smoking policy violation.

GAMBLING

Gambling, of any form, is strictly prohibited inside the Museum.

PHOTOGRAPHY

The Museum reserves the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken at any Event without the express written permission of those included within the photography/video. The Museum may use the photograph/video for promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, all without any payment or other compensation or consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised.

Photography, including video photography, of the Event and Collection is permitted. Any photography that includes a part or whole of the Collection cannot be used other than for personal reasons. Commercial use is not permitted.

DISCLAIMER

The Museum is not responsible for any articles brought into the building and left behind following the completion of the Event. The Museum is not responsible for personal items, including coats or handbags, that may be checked in by the Event Sponsor or Museum staff. Coat checkers can be provided for an additional fee.

INDEMNITY & LIMITATIONS OF LIABILITY

The undersigned Event Sponsor agrees, for itself and on behalf of all of its vendors, to indemnify, defend (with counsel reasonably agreeable to the Museum) and hold the Museum and its agents, employees, officers and directors from and against any and all claims for injury or damage to persons or property (regardless of the cause of action), including reasonable attorneys' and experts' fees, arising from, relating to or connected with the Event Sponsor's Event or use of Museum property.

The undersigned Event Sponsor agrees that the Museum shall not be liable for any indirect, special, punitive, consequential or exemplary damages (even if the Museum has been advised of the possibility of such damages), arising from, relating to or connected with the Event Sponsor's use of Museum property. The Museum shall not be liable for any failure or delay in performing under the terms of a contracted event where such failure is due to causes beyond the Museum's reasonable control, including but not limited to, adverse weather, natural catastrophes, governmental acts or omissions, laws or regulations, terrorism, labor strikes or difficulties, communications systems, hardware or software failures, transportation disruptions or the inability to procure supplies or materials. In no event shall the Museum's aggregate liability in any matter arising from, relating to or connected with any special event exceed the fees received by the Museum for such Event.

The Museum reserves the right to prohibit any items deemed dangerous or harmful to the Museum or its Collection. Nothing can be affixed, tied, hung or adhered to any railings, cabinets or walls in the Museum Exhibit Area or Lecture Hall.

The signer of this Agreement for the Event Sponsor accepts full responsibility for the terms and conditions contained herein. This person shall also be the contact person pertaining to the Event, and shall be in attendance on the date of the Event.

EVENT SPONSOR:

_____ Telephone _____

_____ E-mail _____

By _____ Dated _____

____ DAMAGE DEPOSIT \$500.00 & Photocopy ID ATTACHED

APPROVED:

LIZZADRO MUSEUM OF LAPIDARY ART
1220 Kensington Road, Oak Brook, Illinois 60523

630-833-1616
info@lizzadromuseum.org

By _____ Dated _____
Kyle Brill, Director