



Event Space Rental Agreement and Contract for VDM

Event Date: _____ Set-Up Time: _____ Event Start Time: _____ Event End Time: _____ Wrap Time: _____

Type of Event: _____ Number of Guests: _____

Renter / Business: _____

Primary Contact: _____ Preferred Phone: _____ Email: _____

Emergency contact: _____ Preferred Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

NOTE: The minimum rental time is 2 hours, including set-up and wrap-up time. Event rental time may not exceed 8 hours.

The event rental fee is \$350 for 2 hours (required). This time is all inclusive and should include set up and clean up time for your event. Additional time spent at the museum, either before or after the event, will be subject to a **\$125** charge for each 60 minute increment. A **\$50** deposit is required to reserve the event date and time. This is a non-refundable deposit. All other fees are refundable up to two weeks prior to the event date. No refunds will be permitted after the two week mark as your agreement to rent VDM space may cause the loss of additional bookings or business. All balances must be payable to VDM on the day of the event. If the balance has not been paid by the end of the event, VDM has the right to charge a late fee of \$50 per standard business week. The renter is allowed to use the VDM tables and chairs located in the Basement and Program Room, respectively. VDM possesses four round high-top tables, five 6-foot tables, one 4-foot table, and one 9-foot table and 25 adult-size orange chairs. All renters will be subject to a **\$75** non-refundable cleaning fee. Any charges for damages or distress will be added to the final bill and presented to the Renter.

Fees:

\$50 Deposit Paid – Date: _____

2 Hour Event Rental: \$350 + _____ (# of Additional Hours x \$125) + \$75 (Cleaning Fee) = _____ Minus \$50 Deposit = _____ **(Final Cost)**

Additional Charges (Damages): _____ + Final Rental Cost = _____ **(if necessary)**

A signed agreement and deposit must be received in order to reserve your event date and times!

Acknowledged and Agreed by Renter: _____ **Date:** _____

Acknowledged and Agreed by VDM: _____ **Date:** _____

Conditions and Responsibilities of Rental

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping VDM a well maintained and safe location for future use.

Rental Fees

All balances must be payable to VDM on the day of the event. A non-refundable deposit of \$50 along with the signed agreement is required to reserve the date and space. Payment may be made by cash, check or major credit card.

Damage(s)

If any cleaning or repairs deemed necessary beyond normal use (i.e. paint damage, floor gouges, damaged tables or chairs, broken exhibits) the renter will be charged and this fee will be added to the final bill. The renter must clean the premises within the reserved event rental time leaving VDM in the same condition and working order as at the start of the event setup. The renter must remove all trash from the site and place into the provided 35 gallon black bags with an appropriate trash sticker and then placed into appropriate bins in alleyway. The renter will be provided with the bags and trash stickers necessary. If trash exceeds 10 bags, then additional charges will apply. All recyclables must be placed into appropriate bin in alleyway. Failure to remove or clean will result in additional fees. If the building or any part of the premises or its historic contents, including furniture or exhibits, is damaged during the event, the renter will be solely responsible for such damage.

Insurance and Liability

The renter, at his/her sole expense, must provide and maintain public liability and personal property damage insurance, insuring VDM employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises.

Alcohol may not be served to minors. At any time, if the VDM staff deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises. The renter is liable for the safety of your guests.

Any caterers and/or outside vendors, companies, and/or institutions must follow the guidelines set forth in this rental agreement and the renter will be held liable for any and all damage(s) inflicted by such vendors.

Liability

Renter agrees to indemnify, defend, and hold VDM and employees harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at VDM. In the event VDM or employees are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay VDM and/or employees all reasonable attorney fees, court fees, and costs of suit incurred by VDM, including all collection expenses and interest due.

Capacity

The renter understands that the maximum standing capacity of VDM is 200 people and will not exceed this limit.

Site Decoration

VDM wants to make every event here a special and welcome experience; therefore, every effort will be made to allow renter to prepare decorations reflecting their creative requirements. The renter is allowed to use the VDM tables and chairs located in the Basement and Program Room, respectively. VDM possesses four wooden high-top tables, five white 6-foot tables, one white 4-foot tables, and one white 9-foot table and 25 adult-size orange chairs. The renter is in charge of setting up tables and chairs with the supervision and help of the VDM staff. We ask that only the staff of VDM rearrange and move any exhibit pieces. No nails, screws, staples or penetrating items should be used on our walls or exhibit surfaces. Any tape or gummed backing materials must be properly removed and any wall damage will be added to the final charges.

Conduct

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside in the Carousel area at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of VDM staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases, no refund of the rental fee shall be made.

Noise

Renter acknowledges that the premises are located near residential and commercial units and therefore agrees to control the noise level at the event such that it does not disturb neighboring occupants. In the event that renter's event creates a disturbance due to high noise volume, renter shall immediately reduce the volume. If repeated disturbances are created, at VDM staff discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded to renter.

Lost and Found

VDM takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 60 days. Every attempt will be made to return any recovered item to its rightful owner.

Cancellation

Date-Hold deposit is non-refundable. If cancelled less than 14 days prior to the event, no rental payment will be refunded.

Cleaning, Trash and Equipment Removal

VDM will be in a clean condition prior to your event. Following the event, you are required to return the space to the same clean condition in which it was found. All renters will be subject to a \$75 non-refundable cleaning fee. VDM encourages those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. All trash must be collected, properly bagged, and placed into appropriate bags with trash stickers provided by VDM staff. All recyclables must be sorted and placed into appropriate bin in alleyway. All rental equipment must be removed following the event. The alleyway located at 5th Street and Water Street (at the corner of Water Street Restaurant and the Melting Pot) is available for loading and unloading purposes.

City, County, State and Federal Laws

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times. No exceptions. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. VDM reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of VDM or the safety of its staff, guests, or building contents.

Entry and Exit

Renter agrees that VDM staff may enter and exit premises during the course of the event. A representative of the VDM staff will be on-site during your entire event and will be checking periodically with the responsible parties to ensure everything is working smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

Promotions and Copyright

It is important to us that you have a fantastic and successful event. Should VDM be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications prior to their distribution and in advance time to provide feedback prior to production. We are happy to provide professionally created images of our space for promotional materials. We hope you will refer others here and are happy to answer any questions you might have about the types of events that can be held at the museum. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents. A representative of VDM and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming events and the charities we support can be directed to that representative.

501(c)(3) Regulations Regarding Political Campaign Intervention

Under the Internal Revenue Code, all section 501(c)(3) organizations are absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. Violating this prohibition may result in denial or revocation of tax-exempt status and the imposition of certain excise taxes. Renter certifies that this is not a campaign event and is not on behalf of (or in opposition to) any candidate for elective public office. Renter agrees that the event will not be marketed as such, and there will be no absolutely no advertising of this event as a campaign event, including by the posting of campaign signs or other political marketing materials. Any and all marketing materials developed and/or distributed by Renter for this event must be approved in advance by VDM.

Acknowledged and Agreed by Renter: _____ **Date:** _____