

The Montclair Art Museum is a private nonprofit institution featuring a collection of American and Native American Art. The Museum is pleased to make its facility available to businesses, organizations, and individuals. Clearance is arranged with the Museum's Facilities Department. The Museum requires strict adherence to the following agreement and guidelines. Evening events shall not begin before 5:30 p.m. and must conclude no later than 11 p.m. except by special arrangements.

### **Accommodations**

Leir Hall: 180 sit-down; 300 standing or theatre-style

Whitehead Conference Room: 35 people

Parking Lot: 110 cars

1. **Fees.** The Client hires MAM to provide the services described in this agreement and agrees to pay therefore as herein provided. The Client guarantees payment for the minimum attendance and agrees to notify MAM, as well as the chosen caterer, at least 3 business days prior to the event of any increase of such minimum. Increase of over 3% may only be accepted with consent of MAM. Further changes to the event may require a new contract and additional fees. Client agrees to pay surcharges or damages as outlined below:
  - a) Access to the galleries for guests or guided tours of the galleries and/or special exhibitions are available for an additional fee. Time and seasonal restrictions apply. Arrangements must be made in advance through the Facilities Department.
  - b) Parking in the Museum lot is free of charge for guests of an event at the Museum. Valet parking is available for a fee and can be arranged through the Facilities Department. Fees apply for use of the lot for non-event parking and must be arranged with the Facilities Department. The Museum lot can accommodate up to 140 cars. Additional off-street parking is available. Buses must park in the lower parking lot near the loading dock.
  - c) The function shall begin promptly at the scheduled time and the function room shall be vacated promptly at the indicated closing time. Should the time be extended, the Client will bear the additional costs of \$200 per hour.
  - d) Rental equipment necessary for the event is subject to MAM's approval. The patron will be charged the direct cost plus a 20% surcharge when the Facilities Department arranges equipment rentals.
  - e) The Client shall be responsible for any damages and losses to the premises of MAM or others caused by the Client or any of the Client's employees, agents, guests or other persons attending the function.
2. **Planning and Setup.** Client shall provide detailed set up requirements within 1 week of the date of the event. If less than 1 week remains between the date of the Agreement and the date of the event; the Client shall provide written set up requirements as an attachment to this Agreement.
3. **Policies and Guidelines for Facilities Usage.** The Client shall conduct the function in an orderly manner in full compliance with the MAM Policies and Guidelines for Facility Usage and with all applicable laws, ordinances and regulations, as set forth below:
  - a) Client or his/her representative shall be present on the premises during the entire event.

- b) The Client shall not permit, and shall cooperate with MAM in not permitting, the consumption of alcoholic beverages on the premises by any persons less than 21 years of age.
- c) Smoking is prohibited at all times on the premises. Use of illegal drugs or any illegal substances is prohibited at all times.
- d) No beverage, food, floral decorations or entertainment of any kind will be permitted on the premises without permission of MAM. Food and beverages are prohibited on the gallery (2<sup>nd</sup> floor) level of the Museum and are restricted to the ground floor of the Museum. They are not permitted in any other area unless special permission has been granted by MAM. MAM permits the use of approved caterers only, a list of which is available upon request. Clients and caterers must meet with the Facilities Department at MAM at least once before the event. Beverages at a catered event must be purchased through the approved caterer. To serve alcoholic beverages and charge admission and/or have a cash bar, you must obtain a one day Alcoholic Beverage Permit from the Township of Montclair (fee: \$50 or \$75 depending on your type of organization; 3-4 weeks turnaround time).
- e) Plans for music, dancing, and other forms of entertainment are subject to MAM's approval, through the Facilities Department. Smoke/fog machines and any type of dry ice dispenser are not permitted in the Museum. The Facilities Department will provide a suggested list of vendors and musicians upon request.
- f) It is strictly prohibited for the Client to move, alter, or obscure MAM property in any way. Decor must not endanger artwork, necessitate its removal, affect its appearance nor obscure its visibility. Decorations including cut floral arrangements and table centerpieces are limited and subject to approval and must be removed at the end of the event. Arrangements for delivery, setup, and removal are to be made through the Facilities Department.
- g) No potted plants or soil are permitted in the Museum building.
- h) No open flames are permitted. Pillar candles and taper candles are not permitted unless displayed in an appropriately sized container that encloses the flame. Votive candles are permitted. Votive candles are not permitted on the stage. When practical and necessary, candle containers will be secured to table surface with the use of putty or wax. Sterno pots are the **only** open-flame heating device that will be considered for use as heating devices. All sterno use must be approved **in advance** by MAM staff. Museum events staff must consult with the Registrar regarding **any** heating devices that are planned for use at special events, in order that risks may be assessed and proper precautions taken. Set up sheets for such events **must** be provided to Registrar two weeks prior to event date. Use of chafing dishes heated by sterno pots is restricted to Leir Hall only. Their use is **strictly prohibited** on the gallery and Le Brun Library levels of the Museum building - there are **no exceptions**. At least one MAM Security Guard must be stationed near the sternos in the rooms where sternos are being used. The MAM Security Guard will monitor sterno use for the duration of the event, including the clean-up period. Heatproof pads or ceramic tiles must be used underneath all sterno pots. Chafing dishes must be approved in advance by MAM. Chafing dishes must be equipped with stands that raise the sterno pots **at least two inches above** the table surface. MAM will not stock sternos on site for caterers. Caterers must also provide their own heatproof pads or ceramic tiles.

The staging area for the sterno pots must remain clear of any and all decorations and other flammable materials. Fire extinguishers must be readily available and positioned close to sterno pots. Catering and Facilities staff must be aware of their locations prior to use of sternos. Caterers and/or museum staff must **continuously** monitor sterno pots while lit, **and** until the sterno pots have cooled after being extinguished.

Sterno pots must be disposed of immediately after use and such disposal shall be immediately removed from Museum grounds. Sternos may not be disposed of in Museum refuse areas or dumpsters. All doors leading to gallery spaces must remain closed while sterno pots and/or votive candles are lit and until they have cooled or are fully extinguished.

- i) No live animals are permitted.
  - j) The content of all event-related materials including invitation copy and any promotional matter must be approved in advance by MAM, before printing.
  - k) Special equipment brought in by the organization must be approved by MAM, through the Facilities Department, at least two weeks before the event.
  - l) The Client shall not put up displays on the premises or entrances without MAM consent.
  - m) The content of all event-related materials including invitation copy and any promotional matter must be approved in advance by MAM, before printing.
  - n) Photography of artwork is strictly prohibited. MAM reserves the right to confiscate film. Plans for photography or media coverage at the event must be presented in advance to the Facilities Department for approval. Media professionals must be accompanied by a staff person from MAM's Communications Department at the Client's expense. This must be coordinated in advance through the Facilities Department.
  - o) Products, books, or services may not be sold at an event except in special instances.
  - p) Admission to the event and/or the sale of tickets to cover the cost of the event is acceptable, however, MAM encourages prior ticket sales in order to ensure appropriate planning for the number of guests. Ticket prices must be cleared through the Facilities Department before an *Agreement* is issued by MAM.
4. **Security.** MAM will provide staff on the date of the event for the purpose of protecting the premises. The Client is responsible for controlling the conduct of guests during the event. MAM is not responsible for the security of the Client or their guests, agents, employees or volunteers or their personal property during the course of the event.
5. **Liability Coverage.** All guest organizations must provide MAM with a \$1 million public liability insurance certificate, which names MAM as an "also insured." For events where alcohol will be served, the rider must also include liquor liability in the amount of \$1 million. The certificate must state the Museum's name, address and date of the event. Organizations that do not provide this insurance certificate may not hold their event at MAM.
6. **Force Majeure.** Performance of this agreement is contingent upon MAM's ability to perform, and the management shall not be responsible for failure to perform due to labor troubles, government acts and regulations, fires, acts of God, and other causes, whether or not similar to the foregoing, beyond MAM's control.
7. **Indemnification.** The Client agrees to protect, indemnify, defend and hold harmless MAM and his agents and employees, against all claims, losses or damages to persons or property, government charges or fines, and costs (including reasonable attorney's fees) arising or connected with the function (including, but not limited to, the installation, removal, maintenance, occupancy or use of the premises, or part thereof), by Client or any guests, invitee or agent of Client, or any independent contractor hired by Client, except those claims arising out of the sole negligence or willful misconduct of MAM.
8. The Client hereby agrees to abide by all Federal, State and Municipal laws, ordinances and regulations pertaining to public and private buildings.

9. The Client agrees that it will not, in its use of the facility, including any advertising of the event to be held at the facility, discriminate on the basis of race, religion, ancestry, national origin, gender, sexual orientation or mental or physical disability.
10. In the event this agreement is signed in the name of a corporation, partnership, association, club or society, the individual signing same represents to MAM that he or she has full authority to sign and deliver this agreement.