



2 N. Main St., Minot, ND 58703 | 701-838-4445 | Fax: 701-838-6471 | taube@srt.com

Facility Use and Rental Agreement

Renter _____

Contact Name _____

Address _____

Phone _____ Email _____

Date of Event/Activity _____

Description of Event/Activity _____

Estimated Attendance _____ Event Start Time _____ End Time _____

Set up time: _____ (during business hours does not go against your rental hours)

The Taube Museum of Art is a non-profit organization dedicated to enriching the Minot area community through the Arts.

Rental Policies:

- Renter must provide the Taube Museum staff with pertinent details of the event so they may respond to public inquiry when necessary. (e.g. ticket cost, where available and when, nature of event, info. on the performer, etc.)

Fees:

- Fees are based on a **3-hour rental**
 - \$250.00 for non-members
 - \$175.00 for Taube Museum of Art (TMA) members and Non-Profit Organizations
 - \$50.00 for each additional hour past the first 3 hours
 - \$75.00 per hour for set up/tear down/cleaning (if requested or if not cleaned appropriately)
 - Extended hours: \$50.00 is charged for events after 10 pm
 - \$25.00 per hour for classroom rental – groups of 15 or smaller
 - \$50.00 non-refundable security deposit – due at agreement signing. Deposit is applied to rental if Museum is returned to normal operating
 - Black chair covers (quantity up to 100) are available for .50 per cover
 - Cream color stretch chair sashes (quantity of 50) are available for .25 per sash
 - Cream color round table linens (quantity of 12) are available for \$5 per table – available for 6 high top tables and 6 round tables
 - Piano rental available – enquire about fees

Facility and Equipment Usage:

The group using the Taube Museum of Art may use furniture and other non-disposable equipment located at the TMA. Renter is responsible for:

- Setting up chairs, tables, etc. and returning all items to their original place
- Cleaning used areas of the Taube Museum of Art facility after the event, which includes emptying all trash to outdoor trash container, sweeping, food and beverage spills, should be wiped up with a damp mop if necessary. The Taube Museum does not provide a cleaning service. In the event of non-compliance, the museum will reserve the right to charge the cleaning fee.
- Returning the facility to normal must be completed in a timely manner so the Taube Museum of Art can open to the public following the event.

- Any exhibit (artwork, wall, pedestal, etc.) within the Taube Museum of Art during the rental period will be left undisturbed and under no circumstances should be moved by anyone other than the Taube staff. The approval and the direction of the Executive Director must be obtained prior to moving any portion of the exhibition. The artistic aspect of our facility lends itself to every occasion. We make every effort to continue to showcase the artist(s) on display during the rental.

_____ (Initial here)

Opening and Closing Procedures:

The Executive Director will make arrangements with the renter/user for the opening and closing of the Taube Museum of Art. These arrangements will become part of this agreement and are indicated below:

Content:

The TMA is not legally responsible for program content at any non-TMA sponsored event. TMA reserves the right to refuse or restrict any group’s use of the TMA if the rental activity conflicts with the purpose and goals of the TMA.

General Terms and Conditions:

- Outside food and catering is at the renter’s preference. Catering set up and deliveries must be arranged with the museum staff prior to the event.
- The Renter agrees to hold the TMA harmless from any and all claims, actions, and causes of actions relating to and in any way connected to the Renter’s negligence in their use of the TMA under terms of this agreement.
- Renter agrees to indemnify and hold the TMA harmless for any loss, damage, claim or action, which arises out of the Renter’s negligence in the rental of the TMA.
- All property brought onto the premises by Renter, or anyone acting for or in connection with the Renter shall be at risk of the Renter and the TMA is not liable for any loss or damage.
- The Renter shall not injure, deface, change or alter the premises or any items contained within its contents. Tape, command strips, or any other “sticky” material may not be used on the walls. Please inquire about appropriate materials for hanging. No bubbles are allowed inside the premises. The Renter agrees that if the premises or any items contained within are damaged by an act, default, negligence by the Renter or an agent of the Renter, the Renter will pay the TMA such sum necessary to restore and/or replace item to its original condition or repair the premises to previous standards.
- Use of the TMA for any purpose does not signify or constitute endorsement of the Renter’s organization, business, or ideas by the TMA, its staff, board of directors, members or volunteers. The Renter may not in any way suggest or imply that the TMA makes such an endorsement.
- Applicable laws: Renter agrees to abide by all applicable federal, state and local laws including, but not limited to, liquor laws, fire code and curfew. Renter accepts all liability for noncompliance with laws or the rental party’s negligence.
- The TMA is a smoke-free facility. The TMA operates under a NO-FLAME ordinance, which prohibits the use of candles, lighters, or incense.
- The TMA facility capacity is 200 persons (full gallery space) or limited to number of chairs in place. Comfortable sit down capacity is 95.

By signing this agreement, the User/Renter agrees to uphold the policies and procedures, terms and conditions and to fulfill the financial agreement stated here.

Rental Party Signature

Date

Taube Museum of Art Representative

Date



ALCOHOL AGREEMENT

The Taube Museum of Art hereby gives permission to (renter) _____, hereinafter referred to as the Renter, to serve alcoholic beverages in the form of wine, wine coolers and beer only in the main gallery of the Taube Museum of Art on (date) _____, under the following restrictions.

- a. All applicable laws concerning the serving and consumption of alcoholic beverages shall be obeyed and enforced by the sponsor.
- b. The renter shall save and hold harmless the Taube Museum of Art, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the renter or its subcontractors, agents, or employees under this agreement. In the event such a suit is initiated or a judgment entered against the Taube Museum of Art, the sponsor shall indemnify the Taube Museum of Art for any settlement arrived at or judgment satisfied and costs of litigation to include reasonable attorney fees on behalf of or assessed against the Taube Museum of Art.

Dated this _____ day of _____, 20____.

Renter

Taube Museum of Art Representative