

**IMPERIAL COUNTY HISTORICAL SOCIETY  
PIONEERS' MUSEUM**

FACILITY RENTAL POLICY (Map Room)

I hereby submit a rental reservation request to the Pioneers Museum for the purpose of confirming availability of the facility shown below on the date specified.

I understand that submission of this request and any subsequent approval or confirmation from the Pioneers Museum does not constitute a definite "hold" on the facility in question for that date. **I further understand that in order to guarantee a "hold" on the requested facility I must submit the following:**

- **Complete and sign a Facility Agreement**
- **Complete and sign Hold Harmless Agreement**
- **Remit the required rental fees & deposit(s) - 25% off fee due at time contract is signed**
- **Submit the required certificate of liability insurance / 1 million dollars in Liability of Insurance**
- **Name of Imperial County Environmental Health Department caterer(s).**

Facility Requested: MAP ROOM

Event Date(s): \_\_\_\_\_ Time of Event: \_\_\_\_\_

Start Time (include set up): \_\_\_\_\_ Finish Time (Include Clean Up): \_\_\_\_\_

Event Type: \_\_\_\_\_ Expected # of Attendees: \_\_\_\_\_

.

Will Food Be Served? YES NO Will Beverages Be Served? YES NO

Requestor's Name: \_\_\_\_\_

Requestor's Address: \_\_\_\_\_

Organizations Name: \_\_\_\_\_

Requestor/Organization Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

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This Facility Rental Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereafter referred to as "User") and the Pioneers Museum (hereafter referred to as "Museum"). User is requesting the use of the below stated facility, or specific area within the facility, for the purpose indicated on the date(s) and time(s) shown below. The signing of this agreement by both parties is considered a binding contract and will be subject to the terms of Pioneers Museum Facility Rental Policy.

### **TERMS/CONDITIONS:**

1. Museum reserves the right to refuse rental of facilities at any time. Rental agreements are honored at the discretion of the Chief Executive Officer of the museum, as directed by the Board of Directors.
2. User understands that the maximum occupancy allowed for any (Acceptable Usage) events not exceed 250 people and with tables/chairs not to exceed 200.
3. The hosting of an event and rental of museum facilities or grounds will not imply or endorsement for any political parties/events/etc...
4. User is responsible for the set up, break down, and clean up of their event. Cleaning deposit of \$200 will be paid at the time of final payment. As long as "Rental Clean Up Check List" is all completed \$200 will be returned.
5. User understands that museum facilities are a non-smoking facility and at no time shall any tobacco products be used on the museum grounds.
6. User understands that all decor and signs must be free standing. All decor must meet the approval of the Museum. Nothing can be affixed with nails or tacks to walls, display cases, or outside the museum. Signs are markers that are not permitted outside the buildings without prior approval of the Museum. No tape can be used on any surface. Confetti, Rice or Bird Seed is all prohibited. **No lit candles or open flames of any kind are permitted.**
7. At no time shall User transfer or assign any interest in the use of the facility, or any portion

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thereof, to any other party.

8. Where a rental agreement covers only the usage of a specific facility or portion thereof, User shall ensure that activities of User and his/her guests or attendees will not cause any interference with the users or occupants of any other portion(s) of the museum facilities or grounds.
9. The whole museum will not be open after hours, and an event will be held solely in the Map Room, unless otherwise specified and agreed upon between User and Museum.
10. User agrees to accept the facility in its current condition. A member of Museum staff will conduct a walk-through inspection of the facility being rented with the User prior to the start time of the event. If User finds any specific issue(s) that needs to be noted prior to his/her event they must be listed here. Both parties must initial this section upon completion of said inspection.

*User Initials:* \_\_\_\_\_ *Museum Initials:* \_\_\_\_\_ .

**FEES:**

11. Rental fees will be charged the amount determined by the Chief Executive Officer of the Museum (from Fee Schedule) at the time of the signing of this agreement.
12. A 25% deposit is required at the time of the signing of the rental agreement.
13. A \$200 cleaning deposit is due before the start of the event, once the event is completed the Cleaning Checklist will be reviewed by a Museum Director and if satisfied that deposit will be returned to User.
  - a. The cost of any damage incurred to the facilities, equipment, artifacts, etc or for any cleaning required beyond the \$200 cleaning deposit, the User then becomes responsible for immediate payment of any outstanding balances.

**LIABILITIES, INDEMNITY, & INSURANCE:**

14. User will be responsible for the actions of its agents, members, and guests (including any vendor, independent contractor onsite in association with User's event). **AT NO TIME SHALL**

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### **ANY ILLEGAL ACTIVITY BE CONDUCTED ON MUSEUM GROUNDS.**

15. User is required to indemnify the Museum by completing and signing the “**Hold Harmless Agreement**” as provided by the Museum. The Facility Rental Agreement will be invalid without the signing of both documents.
16. User is required to provide the Museum with a Certificate of Insurance evidencing general liability insurance coverage for the event, in the amount of \$1,000,000.00 per occurrence. User must 1. name the Pioneers Museum as the insured; 2. list the name/description and date of the event. The Certificate of Insurance shall be non- cancelable without ten (10) days advance notice to the Pioneers Museum; shall show that User’s coverage is primary and the Pioneers Museum as additional insurance coverage is excess and non-contributory.

### **PERMITS:**

17. User agrees to comply with all Federal, State, and Local laws and regulations with occupying museum facilities. User understands that they are solely responsible for securing and paying for any permits that may be required in connection with the event and will provide proof of such permits to the museum (i.e. ABC license for alcohol) prior to the event. Additionally, if any other agency is required to have personnel on site for the event any association costs will be the direct responsibility of the User.

### **SECURITY:**

18. User will arrange a licensed security / supervision personnel for the User’s event. This cost will be covered by the User.
19. If User plans to have “high security” guests in attendance (i.e. celebrities, high profile corporate executives), User must notify the Museum in advance. If special protection is needed, this may be an additional cost tto the User.

### **PARKING:**

20. User, and his/her attendees, must comply with the County codes relating to parking. Fire Lanes must be kept clear and open in compliance with Fire Department regulations and disabled

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parking designations must be honored at all times.

**CANCELLATION:**

21. User must submit written notification of request for cancellation of this contract to the Museum in minimum of fourteen (14) days prior to the date of the scheduled event in order to qualify for full refund to rental fees. If cancellation is required after the fourteen (14) days in advance notice deadline, fifty percent (50%) of the rental fee will be retained by the Museum.
22. In the event of unforeseen circumstances beyond Museum's control, Museum will refund the rental fee and deposit in full to User. These unlikely circumstances would typically only be the result of bad weather, maintenance, mechanical issues, etc... would make canceling an event in the best interest of the User and his/her attendees.
23. Museum reserves the right to cancel an event up to ninety (90) days in advance, with full refund of rental fees and deposits previously paid, should it conflict with a museum event. The Chief Executive Officer works very hard to ensure that this will not happen by keeping an updated calendar of all events so there is little chance that this would be an issue.
24. Museum reserves the right to cancel an event at any time prior to its scheduled start time if User fails to comply with any of the terms and requirements of Museum's policy and procedures.

**I do hereby acknowledge that I have read and understand the aforementioned terms and conditions; and that I am in agreement with the same.**

User/Organization Name: \_\_\_\_\_.

User/Organization Agent Signature:

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Museum Representative: \_\_\_\_\_.

Museum Rep. Signature: \_\_\_\_\_.

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**HOLD HARMLESS AGREEMENT**

This HOLD HARMLESS AGREEMENT (“*agreement*”) is made effective on \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_ (“*Party*”), and the Pioneers Museum (“*Museum*”).

**Whereas**, “*Party*” desires to hold harmless the “*Museum*,” its officers, members, agents and employees from any claims and/or litigation arising out any actions in connection with “*Party*’s” rental or occupancy of “*Museum*” facility.

**Now Therefore**, in consideration of the mutual covenants and conditions contained herein, “*Party*” and “*Museum*” hereby agree to follow:

**TERMS:**

- 1. Hold Harmless:** “*Party*” shall defend, indemnify, and hold harmless “*Museum*” (including its officers, members, agents, and employees) from any and all actual alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or administrative actions of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of “*Party*,” its personnel, employees, agents, contractors, or volunteers in connection with or rising out of “*Party*’s” actions. This indemnification applies to and including, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and any reimbursements to “*Party*” for all legal expenses and costs of incurred by it.

This “*Agreement*” shall be binding upon the heirs, executors, administrators, successors, and family members of the “*Party*,” its group, club, or organization, its members and participants in its activities on the “*Museum*’s” property.

- 2. Authority to Enter Agreement.** Each party warrants that the individuals who have signed this “*Agreement*” have the legal power, right, and authority to make this “*Agreement*” and bind each respective party.

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- 3. Amendment/Modification.** No supplement, modification, or amendment of this “Agreement” shall be binding unless executed in writing and signed by both parties.
- 4. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other party any contractual right by custom, estoppels, or otherwise.
- 5. Servability.** If any provision of this “Agreement” shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this “Agreement” is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable then such provision shall be deemed to be written, construed, and enforced as so limited.
- 6. Applicable Law.** This “Agreement” shall be governed by the laws of the State of California.

**I certify that I have read and understand the terms of this “Agreement” and agree to the fact that I do have the legal authority to execute this “Agreement” on behalf of myself, my group, or organization.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By (Signature of Party): \_\_\_\_\_.

Printed Name: \_\_\_\_\_.

By (Signature of Museum): \_\_\_\_\_.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_.

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**Facility Rental Pricing**

Member/Non Member	Operating Hours	After Hours (4-11pm)
Member	\$500	\$750
Non - Member	\$750	\$1000

After hour event: must be cleaned up and out by 11pm, No Exceptions. Maximum capacity inside the “map room” must not exceed 250 people, with tables/chairs not to exceed 200.



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### Facility Rental Clean Up Checklist

- Cleaning Task: Remove All Trash and Place In Dumpster
- Cleaning Task: Wipe Off/Down Counters/tables with a damp cloth
- Cleaning Task: Remove Food From Refrigerator and freezer
- Cleaning Task: Decorations and Signs Must Be Removed From Interior & Exterior Of Building and Lawn Area
- Cleaning Task: Fully sweep the floors and clean up any spills or foreign materials with a damp cloth
- Cleaning Task: Replace all chairs and tables to the location you found them.
- If you have items from a “rental facility” please package up as requested by the facility and place out of the way in location for pick up by company the day of or next day if it is an evening event.

The applicant will be responsible for the removal of all decorations, removal of any items on property brought to the facility, and for removing all trash to the appropriate receptacles that are provided.

As part of your rental, you are responsible for the cleanliness of the facility at the end of your rental. This includes any cleanup as it relates to spills or foreign substances on counters, floors, etc. The facility should be left in the same condition that it was found. Any/All items left onsite are subject to being removed and/or thrown away. Please use the checklist above as a guide.

Please note, the applicant does not follow all of the above requests, the \$200 deposit will not be returned.