



# Sparks Museum & Cultural Center

814 Victorian Ave. • Sparks, NV 89431 • 775-355-1144 • www.sparksmuseum.org

## Facility Use Agreement

### RECITALS

The primary use of the Sparks Museum & Cultural Center facility is for mission-mandated programming. When not in use for Museum activities the Facility may be used by other organizations or individuals consistent with Museum policies and guidelines.

### AGREEMENT

This agreement made this \_\_\_\_ Day of \_\_\_\_\_, 2017, by and between the Sparks Museum & Cultural Center, hereinafter “Museum” and \_\_\_\_\_, hereinafter “Facility User” is entered into upon the following terms and conditions.

1. Museum and Facility User agree that Facility User will rent the:

- Cultural Center     Train     Museum Complex     Glendale Schoolhouse

2. The rental will be for an agreed upon time and date as follows:

Setup Date \_\_\_\_\_ Setup Time In \_\_\_\_\_ Time Out \_\_\_\_\_ Total Setup Hours \_\_\_\_\_

Event Date \_\_\_\_\_ Event Time In \_\_\_\_\_ Time Out \_\_\_\_\_ (Includes cleanup) Total Hours \_\_\_\_\_

3. The agreed upon rental fees(s) for the event will be:

Fee for facility use to setup \_\_\_\_\_ (Hours \* Rate)

Fee for facility use for event \_\_\_\_\_ (Hours \* Rate)

4. Rental Times: Use of the Facility shall terminate no later than the time and date stated in the Rental Agreement, and the facilities shall be vacated by all persons at or before such time and date. Any time for user to set-up, tear down and remove equipment provided must be budgeted as part of the rental contract. A fee of \$35 per half-hour will be charged for facility use beyond the agreed upon time frame. For use beyond agreed upon time past 10 p.m., \$100 per half-hour will be charged. Fees will be deducted from security deposit if use extends beyond agreed upon time.

5. Maximum Occupancy: The Facility can accommodate a maximum of 150 people.
6. Preparation and Cleanup: The Museum will complete standard room set up requests. A cleaning fee will be charged if user causes an excessive mess. Any user who causes damage to Museum property will be held responsible for all replacement and/or repair costs. All activity, including cleanup, must end by the time listed on the application.
7. Sound: Any audio devices must be used with reasonable levels that do not disturb people in the gallery and museum areas.
8. Decorations: User specifically agrees not to nail, tape, or screw anything to the floor, walls, or ceiling of the Facility. Decorations and method of adhesion must be listed on the application and pre-approved by the Executive Director or Facility Coordinator. Decorations may consist only of fireproof materials. No masking tape, duct tape, glue, or any other material that will leave marks, holes, or will damage the walls or floors may be used. Tables are not to be dragged; the renter is responsible for any damages to the floors or walls and will be charged accordingly. No rice, confetti, glitter, etc may be thrown inside the building or on the stairs in front of the building. It is the responsibility of the Renter to remove all decorations brought into the facility for the rental. If time for decoration or break down of the room is required, this time must be specified in the rental agreement.
9. Set-up Requirements: Any equipment brought in, outside of standard meeting equipment, must be approved on application. Items that may harm the museum collections will not be allowed. Live plants must be approved.
10. Parking: Parking is available in the public lot behind the building or the Sparks City parking structure on C Street. The renter is advised to check with the City of Sparks to determine whether major events are occurring simultaneously.
11. Smoking: Smoking or vaping is *not* permitted in the building.
12. Food Service: Food and beverages are allowed, but the renter must have prior approval on the application. All food related trash must be placed in the trash cans provided. For events at which food and/or beverages are served, the renter must **empty the trash** prior to the end of the rental and **remove the trash from the property**. Trash disposal is **not** available on site unless trash removal is paid for at time of application. It is very important to the health of the museum artifacts that pests are not attracted through mismanagement of food waste.
13. Use of Alcohol: Alcohol may only be served by someone with a valid Nevada TAM (Techniques of Alcohol Management) card. This could be a member of the renter's party or a caterer who is licensed to serve alcohol. A copy of the TAM card and/or licenses must be submitted to the Museum at least seven days prior to the event. Renter must comply with all local, state and federal laws.
14. Insurance Requirements: All persons to whom rental has been granted must agree in writing, on the application, to hold the Museum and the City of Sparks harmless and indemnify the Museum and the City of Sparks from any and all liability for injury to persons or property occurring as a result of the activity sponsored. The Museum assumes no responsibility for personal injury, property loss or damage occurring during events sponsored by outside groups. If alcohol is being served, the renter must obtain proof of general liability insurance covering personal injury, contractual and broad form property damage in the

amount of one million dollars for corporations, and one hundred thousand dollars for all other renters. Proof of insurance must be submitted to the Museum at least seven days prior to the event.

**ADDITIONAL FEES & COSTS APPLICABLE TO RENTAL AGREEMENT**

Additional Fees: \$ 5/hanging item # of items \_\_\_\_\_ Total Hanging Fee \_\_\_\_\_

Tablecloth Fee \$ 10/table # of tablecloths \_\_\_\_\_ Total Tablecloth Fee \_\_\_\_\_

Estimated Attendance \_\_\_\_\_

Event Description (Type of event and activities) \_\_\_\_\_

Set Up Plan for Tables, Chairs, and Equipment \_\_\_\_\_

(Attach floor plan if necessary)

Special Equipment \_\_\_\_\_

(A-V equipment, podium, canopies, etc.)

Decorations

**CONDITIONS FOR FOOD & ALCOHOL**

Food and Beverages Served \$25 nonrefundable cleaning fee

Food and Beverages \_\_\_\_\_

Alcohol Served  Alcohol Sold (Must provide copies of TAM card, permits when necessary)

Name of Caterer \_\_\_\_\_

Arrival Time \_\_\_\_\_ Departure Time \_\_\_\_\_

Trash Removal \$75 nonrefundable fee

Number of Event Personnel Provided by Facility User \_\_\_\_\_

## APPLICATION PROCESS

Facility User Name \_\_\_\_\_

Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Contact Name \_\_\_\_\_

- A. Application Forms: Reservations may be scheduled by phone, but a Facility Use Application form must also be completed. An application is not confirmed until the required fees have been paid, conditions of use have been met, and the Director or designee has signed the application. The Museum will notify the Renter if the application is denied for any reason.
- B. Age of Applicant: All applications must be signed by a person 18 years of age or older.
- C. Approval Authority: The Museum Director or designee approves facility rental applications.
- D. Time Limit for approval/Denial of Applications: All completed applications will be granted or denied within three working days unless the applicant waives the time period. A change in times or location may be proposed in lieu of a denial. Reasonable conditions may be imposed with an approval.
- E. Advance Period for Applications: Applications will be accepted on a first come first served basis, a maximum of six months in advance.
- F. Changes to Requested Schedule: Any requested changes will be subject to availability.

Amount Due within 30 Days of Invoice, not less than 14 days prior to the event. Full cost breakdown as follows:

Facility Use Fee	\$ _____
Additional Fees	\$ _____
Admission Fee	\$ _____
(Adults \$5.00, Museum Members Free, 12 and under Free)	
Refundable Security Deposit	\$ <u>200.00</u>
Total Amount Due	\$ _____

Refundable Check # \_\_\_\_\_

Refundable Check Name \_\_\_\_\_

Payment for Facility Use Check # \_\_\_\_\_

Payment for Facility Use Check Name \_\_\_\_\_

THE UNDERSIGNED AND ORGANIZATION APPLYING ACCEPTS FULL RESPONSIBILITY FOR THE TYPE OF ACTIVITY AND THE BEHAVIOR OF THE PARTICIPANTS AT THE FACILITY, FOR ANY DAMAGES TO MUSEUM OR CITY OF SPARKS PROPERTY, CLEANING OF AREA/FACILITY, AND CARE OF EQUIPMENT AT THE ABOVE STATED DATES AND TIMES. ALSO, THE UNDERSIGNED SHALL BE HELD RESPONSIBLE FOR ANY LOSS, ACCIDENTS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY, WHICH RESULT FROM FACILITY USE.

THE UNDERSIGNED AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD THE SPARKS HERITAGE FOUNDATION AND MUSEUM, THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, LOSS OF LIABILITY OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RESULTING FROM, THE ALLEGED ACTS OR OMISSIONS ASSOCIATED WITH THE PERMITTED EVENT OR ACTIVITY.

THE UNDERSIGNED SHALL, AT ITS OWN COST, RISK AND EXPENSE, DEFEND ANY AND ALL CLAIMS OR LEGAL ACTIONS THAT MAY BE COMMENCED OR FILED AGAINST THE SPARKS HERITAGE FOUNDATION AND MUSEUM, THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES AND THE UNDERSIGNED SHALL HONOR ANY SETTLEMENT ENTERED INTO AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SPARKS HERITAGE FOUNDATION AND MUSEUM, THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES AS A RESULT OF ANY ALLEGED ACTS OR OMISSIONS OF PERMITTEE OR PERMITTEE'S OFFICERS, AGENTS OR EMPLOYEES IN CONNECTION WITH THE USES, EVENTS OR ACTIVITIES UNDER THE RENTAL.

I have read and understand the terms and conditions of use as outlined in this agreement and the Sparks Heritage Museum's Policy on Facility Use. I acknowledge and accept responsibility.

Facility User Representative

Facility User/Organization Name: \_\_\_\_\_

Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Print Name of Representative \_\_\_\_\_

Address of Representative \_\_\_\_\_

Sparks Heritage Museum Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Museum Contact: \_\_\_\_\_

Kelly Reis – Executive Director  
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