

**SIoux CITY PUBLIC MUSEUM
FACILITY RENTAL POLICY & USAGE GUIDELINE**

I. POLICY STATEMENT

When available, the Sioux City Public Museum (SCPM) permits individuals, groups and organizations to use its facilities for functions, meetings and events in order to facilitate participation at the Museum and to advance the interests of the SCPM through increased public support and usage. Events hosted at the SCPM must be educationally based; public service oriented or may be private functions approved by the SCPM and within the guidelines stipulated in this policy.

Renters shall be aware of the nature of the spaces they are using, and activities should be appropriate for such a setting. Museum facilities are limited and their use conditional as the Museum's primary concern must be the appropriate care and safeguarding of its collections, exhibits and facility. The Museum reserves the right to refuse the facility rental due to concerns for the safety of the building, its holdings and/or conflicts with the goals and purposes of the Museum. Events must not compete with or detract from the Museum's ongoing public activities. Moreover, the SCPM shall not be held liable, and the organizations using the Museum shall waive all claims for injury or damage to person and/or property sustained by said organization or any occupant of the Museum resulting from or during the event.

II. PRIORITIES

- Highest priority is given to ensure public access to all galleries and exhibits and regularly scheduled programs provided by the Sioux City Public Museum for the public.
- Second priority is given to the Sioux City Museum and Historical Association of Sioux City for events presented to the public or on behalf of its members or contributors.
- Third priority is given to events sponsored by the City of Sioux City or its departments and or the Museum's Board of Trustees.
- Fourth priority is given to events sponsored by non-profits, service organizations and other businesses and individuals.
 - In order to ensure that the Sioux City Public Museum's mission is fulfilled, the number or rental events per month may be restricted.

III. PROCEDURES

Inquiries and application for rental use of the Sioux City Public Museum should be made with the staff of the Museum at 607 4th Street. At the time of application, and before any final decision may be made by the Museum Director, each organization or individual must provide information concerning the type and purpose of the event being planned including but not limited to: date, time, duration of event, estimated number of attendees, indication as to the use of food and/or beverages and the name of the individual or organization's representative responsible for payment of fees and damages.

Confirmation of the reservation for use of the Sioux City Public Museum facilities may be assumed only after receipt by the Museum Director of a signed copy of the Rental Agreement and a \$100 deposit. The agreement will be sent to the responsible renter setting the date and nature of the event as well as the rental fee. When properly signed and returned to the Museum along with the deposit, and subsequently signed by the Museum Director, the Agreement shall serve as a binding agreement between the applicant and the Sioux City Public Museum. A copy of the agreement will be given to the renter and a copy

will be on file with the Museum at 607 4th Street. Use is restricted as stated in the Facility Rental Policy & Usage Guideline, established time limits will be enforced and any change must be approved in advance and in writing by both parties. The full rental fee is due prior to the start of the event.

In the event of cancellation on the part of the renter, the deposit will be forfeited if notification of cancellation is made less than two (2) weeks prior to the scheduled event.

Food and Beverage: They will be allowed in the classroom areas and other areas as allowed by the Museum staff and noted in the *Sioux City Public Museum Facility Rental Policy and Usage Guideline*. Food and beverages will not be allowed in the permanent gallery space. Except for non-alcoholic beverages, doughnuts, cookies, and bars, food and beverages at the Museum are to be catered or provided by commercially licensed vendors who must be approved by Museum staff. The caterer must provide all personnel, food, drink, linens and tableware as needed. The Museum will provide tables and chairs to accommodate persons within the interior of the facility.

Alcohol is allowed at private receptions during non-business hours. If a cash bar is present, the renter will be responsible for obtaining a liquor license and the appropriate insurance. The renter will be responsible for adherence to all Iowa laws applicable to usage of and distribution of alcohol beverages and the use thereof. Specifically, user shall not serve any alcoholic beverages to any intoxicated person or any person simulating intoxication. No red-colored drinks will be allowed.

Building & Decoration: User may not make any changes to the Premises or the Museum building or grounds without the consent of the Museum Director. User may not bring onto the Premises balloons of any kind, glitter or candles.

Repair and Maintenance: User represents that User has inspected and examined the Premises and accepts them in their present condition, and agrees that the Board shall not be required to make any improvements or repairs whatsoever in or upon the Premises or any part thereof. User agrees to keep said Premises safe and in good condition at all times during the term hereof, and upon expiration of this Agreement, or at any sooner termination thereof, the User will surrender possession of said Premises quietly and peaceably and as clean and in as good of order and condition as the same were at the commencement hereof. User further agrees to leave said Premises free from all nuisance and dangerous and defective conditions.

Assignment: Neither the Premises nor any portion thereof shall be sublet, nor shall this Agreement, or any interest therein be assigned by User, and any attempted assignment or subletting of this Agreement shall be of no force or effect, and shall confer no rights upon any assignee or sub lessee.

Liability: User shall save the Board harmless from any loss, cost or damage that may arise out of or in connection with the use of the Premises by User, or his agents, or invitees, or any other person using those parts of the premises under use by the User.

Termination by Board: The Board may terminate this Agreement at any time it should be determined by the Board that public necessity and convenience require it to do so, by serving upon User in the manner hereinafter provided, a written notice of its election so to

terminate, which said notice shall be served at least seven (7) days prior to the date this Use Agreement is to begin.

Default: In the event that User shall be default in the performance of any of the terms herein agreed to be kept and performed by User, the board may terminate and end this Agreement forthwith, and the board may enter upon said Premises and remove all persons and property there from, and User shall not be entitled to any money paid here under or any part thereof. In the event the board shall bring a legal action to enforce any of the terms thereof, or to obtain possession of said Premises by reason of any default of User, or otherwise, User agrees to pay the Board all costs of such legal action.

Signs: No signs shall be installed on the Premises without the written consent of the Museum Director.

Utilities: The Board shall pay all utility bills incurred upon the Premises during the term of this Agreement.

Notices: Any notices which are required hereunder, or which either Board or User may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, first class postage prepaid, addressed to User at the address below or addressed to the Sioux City Public Museum at 607 4th Street, Sioux City IA 51101.

Board may enter: User agrees that the Board, its agents or employees may enter upon that portion of the Premises under use by this Agreement at any time during the term of this Agreement for the purpose of inspection.

IV. RENTAL FEE SCHEDULE

The rental fee is for use of the space and regular furnishings of the Sioux City Public Museum. Except as otherwise noted, two Sioux City Public Museum staff members will be on duty during an event and the cost of such staff is included in the rental fee. It should be understood that the duties of the Museum staff concern the security of the site. In planning the event, should the Museum determine that additional staff including professional security guards is necessary to protect the Museum's interests, fees for those services shall be paid in accordance with the schedule of fees maintained by the Museum Director and shall be on the basis of actual hours, with a minimum of two hours per employee. This arrangement would be agreed upon before the event commenced.

In addition, the renter shall pay fees for the use of extra equipment as agreed upon by the Museum and the renter. The Museum Director shall have the right to waive and/or adjust rental fees as appropriate for the Museum Trustees, Association, community groups, 501(c) organizations and for City sponsored activities.