



Facilities Use Agreement

You Belong Here!

Introduction

The Putnam encourages the use of its facilities by individuals, groups, businesses and other organizations for meetings and special events.

Due to the nature of the institution, activities must be appropriate for a museum setting. The Putnam Museum will not approve facility rentals that threaten the preservation of its collections or exhibits, risk damage to its unique spaces, or compromise the safety of staff, visitors, building or grounds.

This agreement ("Agreement"), made this _____ day of _____, 20____, by and between the Putnam Museum and Science Center, an Iowa non-profit corporation ("Museum") located at 1717 West 12th Street, Davenport, Iowa 52804, and the following, as "Lessee". I, the undersigned Lessee, understand and agree that Museum owns all rights, title, and interest in the Museum premises and agree to abide by and be bound to the following terms and conditions in consideration of the Museum renting the facilities on the date and for purpose listed herein.

1 Lessee and Event

Name of Organization:

Direct Contact:

Phone:

Email:

Address:

City:

State:

Zip:

Date of Event:

Time of Event:

Facilities/Venue rented:

Intended Use of Facilities/Venue:

Rental Fee: \$

2 Event

By execution of this Agreement, Museum hereby grants to Lessee, the right to use the Facilities listed in paragraph 1 above on the Event Date for the Event Times and Purpose listed. Evening Events normally begin no earlier than 5:00 p.m. and must end no later than 11:00 p.m. on the Event Date. Start times earlier than 5:00 p.m. may be granted with meeting rooms and banquet space rented during public hours, which are 10 a.m. – 5 p.m. Monday through Saturday and noon to 5 p.m. on Sunday. The entire facility may be rented after public hours, in which case additional fees apply. Arrangements may be made for the Museum Store or the Snack Stop to be open for after-hours events. Reservations should always be made as far in advance as possible.

3 Payments and Amount Due

The Facilities Use Fee includes use of the Facilities, special events coordination, security, and cleaning of the building subsequent to the Event. Use of audio video equipment may be an extra charge. Lessee agrees to make payment in full of the amount set forth in paragraph 1. A down payment of 50% of the Facility Use Fee is to hold the reservation prior to the Event and must be paid at execution of this Agreement. This deposit is non-refundable.

4 Planning and Additional Fees

The Museum reserves the right to review all Event plans to ensure the Event is compatible with the mission and purpose of the institution. Two weeks prior to the Event, a detailed event description and timeline including decorating details, must be presented by the Lessee. Final attendance estimates must be received by the Museum no later than noon -

three business days before the Event. If additional tables must be rented, they will be added to the room rental fee. The Museum reserves the right to charge additional fees for last-minute modifications and/or changes.

5 Use of the Museum's Name

For the purpose of invitations, printed materials and event location in advertising for rentals and events only refer to the museum as "Putnam Museum and Science Center". If required, a lower case "the" may be placed in front of the name of the museum when used within text. The Museum must be informed of all advertising involving the Museum name, in writing, 4 weeks prior to the event.

Do not include the name of the Putnam Museum and Science Center in the title of your event, as this implies endorsement or sponsorship by the site facility. For example, do not name your event "An Evening at the Putnam Museum and Science Center". The title of your event should help your members, the public and the media to identify your organization, for example, "Merit Center Annual Meeting." On promotional materials please indicate a contact person for your organization who can provide additional information to the public about your event.

6 Photography

Photography is allowed in the main public areas: Grand Lobby, Lardner Balcony, The Overlook, Connections and the Waterman Boardroom. Flash photography in the exhibit halls is prohibited. Filming in the exhibit halls requires advanced approval.

7 Return of Facilities

Upon termination of the Event, Lessee shall return the Facilities to the Museum in the same condition Museum granted the Facilities to Lessee, ordinary wear and tear excepted. Lessee is responsible for all damages to the buildings, grounds and equipment incident to Lessee's use of the Facilities. In the event any damage to the Facilities is incurred, Lessee is responsible for payment to the damage amount necessary to repair or replace the damage to the Museum.

8 Abandoned Property

Any property left at the Facility by Lessee, its agents, guests, patrons and invitees shall, after a period of ten days from the Event Date, be deemed abandoned and shall become the property of the Museum to be disposed of or utilized at the Museum's sole discretion.

9 Security

If the Event has 300+ attendees and alcohol is served at the Event then security personnel must be provided with a fee of \$35/hour per officer, with a 4-hour minimum. The security personnel fee is the responsibility of the Lessee.

10 Food and Beverage Usage

Lessee agrees all food and beverages shall be purchased in compliance with Museum established food and beverage policies. The renter may contact any licensed and insured food service provider for catering of an event. All invoicing and payment transactions will occur between Lessee and contracted caterer, the Museum will not handle any catering billing or payments. All billing issues between Lessee and the caterer are the responsibility of Lessee and not Museum. Lessee should notify the Museum as soon as a caterer has been selected.

Museum holds an annual Class C liquor license and must be the provider of any alcoholic beverage service for renters. All alcoholic beverages consumed must be purchased, and served by an employee or contracted employee of Museum. Lessee is responsible for all bartender hourly fees of \$15 per hour per bartender, minimum of two hours.

The Museum is a unique location for facility rentals. In order to protect and preserve the collections of the Museum, please note that food and beverages consumption in the exhibit areas is strictly prohibited.

11 Damages

Lessee agrees to assume all responsibility for any injury to persons attending the Event and assumes responsibility for all loss of property of person attending the Event. Lessee further agrees to assume responsibility for damage or theft to

the Museum and its exhibit contents, to the extent that such damage is not caused by the negligence, recklessness or willful conduct of Museum staff.

12 Supervision

Lessee will provide sufficient, competent, adult supervision, as mutually agreed upon by Lessee and Museum. If Museum personnel are used to supervise or lead programs or sponsoring groups, an additional charge, as deemed appropriate by Museum, must be paid by Lessee.

13 Set Up/Display Materials

Museum will provide tables, chairs and linens that are currently within our inventory. Lessee must secure prior approval of the Museum for the use of equipment, decorations and materials. All decorations and materials must be freestanding. Any use of fireworks on or about Museum property is strictly prohibited. Please note that Museum staff members are generally not available to load and unload equipment or to assist with decorating.

14 Interference with Museum Programs

Programs interfering with regular work or programs considered a nuisance by Museum officials shall be prohibited.

15 Non-Smoking Facility

The Museum is a non-smoking facility. This includes all outdoor gathering spaces located on the premises. This includes e-cigarettes.

16 Acts of God

Museum shall not be liable for failure to provide Facilities or services under this Agreement in the event of such failure is a result of Acts of God, inclement weather (as deemed by Museum), riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or any cause, beyond Museum's control. In such an event, Museum will not be required to provide special notification or provide and alternative facilities use by Lessee, and the Facility Use Fee and Deposit paid to Museum shall be returned to Lessee.

17 Default

Default shall occur if (a) Lessee fails to make any payment when due as required under this Agreement; (b) Lessee breaches or fails to perform or observe any covenant, condition or term of this Agreement; (c) Lessee, without Museum's consent, attempts to assign or otherwise transfer this Agreement or transfer any portion of this Agreement; or (d) Lessee makes any false or material misrepresentation under this Agreement to Museum. Upon the occurrence of any Default or breach of this Agreement, Museum may (a) cancel this Agreement immediately; (b) recover any amount due under this Agreement; and /or (c) exercise any other right or remedy available to Museum under the applicable law, including the right to recover damages for breach of this Agreement. Upon termination of this Agreement for Default, the Museum shall retain any Facility Use Fee and Deposit paid by Lessee.

18 Cancellation/Termination

Cancellation of this Agreement by lessee will result in forfeiture of the Facility Use Fee paid. Museum may, at its discretion, terminate this Agreement for any reason. In the event Museum exercises its right to terminate for any reason other than Default or breach by Lessee, Museum shall refund 100% of the Facility Use Fee paid.

19 Exhibition

The museum reserves the right to change any exhibition or exhibition schedule.

This Agreement contains all terms and conditions between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set forth in this Agreement. Museum and Lessee hereby acknowledge receipt of a copy of this Agreement.

By: _____
Lessee

By: _____
Putnam Museum and Science Center