Maturango Museum

100 E. Las Flores Avenue, Ridgecrest, CA 93555
760-375-6900 info@maturango.org

Facility Rental Agreement

Please review this contract carefully. Sign and return it with the appropriate deposit to reserve the date(s) and time requested. Questions can be directed to the Maturango Museum at info@maturango.org

By this agreement, the Renter does contract with the Maturango Museum, hereafter referred to as the Museum, to use the Museum facilities for use as stated in the following agreement only.

Name of Organization/person responsible for payment: _____

If a non-profit organization, tax identification number: _____

Authorized Contact Person: _____

Address: _____

Phone: _____ e-mail: _____

The Renter agrees to designate a Point Person to be in charge while at the Museum. The Point Person in charge ***must be present during the entire event (including set-up/clean-up).***

Point Person in charge on the day of the event: _____

Phone number for day of event: _____

Event Information

The Renter shall hold the following type of event: _____

(the "Event") on the _____ day of _____, 20____ (the "Event Date"),

Set up will begin at _____ ☐am ☐pm

Event will begin at _____ ☐am ☐pm and end at _____ ☐am ☐pm.

Clean up will be done by _____ ☐am ☐pm

Total number of billable hours: _____ Estimated number of attendees: _____

Renter is requesting use of the following space: ***(capacity is subject to change dependent upon current exhibits)***

☐ Coso Room ~ maximum capacity is 60 with tables or 75 without tables

☐ Sylvia Winslow Gallery ~ maximum capacity is 40 (no food)

Caterer must provide Museum with proof of insurance no later than ten (10) days prior to the Event Date

Name of Caterer _____

Phone _____ *Email* _____

Please refer to separate document for current rental rates.

revised July 2017

Fees
Renter shall pay to Museum a total fee of **$**_____ (the "Fee"), for the use of the Space during the times specified on page 1. The fee calculation shall be inclusive of set-up and clean-up times. Fee is payable ten (10) days prior to the event date. If use exceeds the times specified, the Renter agrees to pay **twice the applicable hourly fee** for each additional hour, not pro-rated.

Security Deposit
Renter shall pay to Museum a *security deposit/cleaning fee* of ***$200.00*** (the "Deposit") upon the execution of this Agreement. This deposit will be returned to the Renter within 10 days after the event, minus any charges for actual damages done to the venue by Renter or their associates and guests.

Space Amenities
Renter requests and Museum grants to Renter the following amenities in the Space:

☐ Tables (enter quantities) 6' rectangle _____ 60" round _____ 4' rectangle _____

☐ Chairs _____ ☐ Table linens Black ____ White _____ **Fee $**_____

Other needs: _____

Catering:
Food and beverages are not provided by the Museum but the Renter can provide their own or arrange for a caterer. Rental fees do not include any catering, transportation, or equipment (kitchen utensils, etc.). There is a prep room available that has a refrigerator, microwave and sinks. Alcohol may be served ***but not sold***.

Decorations: ***All decorations must be free standing.***
We require that renters not conduct any activity that will injure or deface the Museum in any manner. Please do not drag tables when setting up, ask staff if you need help picking them up and moving to another spot.

Disclaimers
The Space shall be provided by the Museum as-is and Museum makes no warranty regarding the suitability of the Space for Renter's intended use.

Condition
After the completion of the Event, the Renter shall restore premises to same condition as received from the Museum. Renter will be responsible for clearing all trash generated at the Event and removing from the premises.

Damages
Renter shall be responsible for any and all damage caused by Renter's use of the Space. The security deposit will be applied to the cost of repairs. Repairs shall be made within 5 days of the Event.

Right of Entry
Museum shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Maturango Museum property, or injury to any person in or near the Space.

Indemnification
Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Maturango Museum may incur as a consequence of the actions of Renter or any of Renter's guests during the Event, and shall indemnify and hold harmless the Maturango Museum against any and all legal actions which may arise from Renter's use of the venue. Renter shall notify Museum of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury. The Museum will be held harmless for any and all damages and penalties from the improper use of copyrighted materials by any renter using space at the Museum.

Revocation
Museum shall have the right to revoke the Agreement up to 10 days prior to the Event Date, provided it gives Renter written notice of revocation. In the event that Museum revokes the Agreement prior to the Event Date for reasons other than nonpayment of fees or breach of this Agreement by Renter, Museum shall refund to Renter the full amount paid by Renter in connection with this Agreement.

Cancellation
Renter may cancel the Event by providing written notice to Museum at least ten (10) days before the Event Date. In such an event, Museum shall refund to Renter the full amount of the Deposit, if applicable. If the Event is cancelled less than ten (10) days prior to the Event Date, the renter forfeits 10% of any applicable security deposit and 50% of the agreed upon rental fee.

Liability
Renter hereby releases Maturango Museum from any and all liability for any act of negligence or want of ordinary care on the part of Maturango Museum and/or any of its directors, officers, agents, members, attorneys, representatives, docents, volunteers, their representatives, members, heirs, executors and assigns which cause Renter injury or damage of any kind which may occur during Rental event, including set up, tear down and clean up for the Rental event. This Agreement is binding upon Renter's heirs, assigns and executors.

Renter expressly waives any rights Renter may have under California Civil Code 1542, which states: " A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtors."

Neither Maturango Museum nor its officers, directors, docents, volunteers, agents, attorneys, and members or their representatives, heirs, executors and assigns shall be liable for any damage which may occur from any cause or as a results of fire, theft, physical damage of any kind or other damage to property of any kind which Renter or any of its agents bring on to the Maturango Museum property.

Renter Accountability
- Renters are responsible for maintaining a safe space, and for the actions of their members and guests before, during and after their events.
- Renters agree that no portion of the sidewalks, entries, doorways, or ways of access to restrooms and other utilities shall be obstructed by the renters, their guests or used for any purpose other than for entering and exiting a room or the building.
- Children must be under adult supervision at all times.

Accessibility
Meeting rooms and restrooms are wheelchair accessible.

Animal Access
Guide dogs and assistance animals for people with disabilities are permitted in the Museum but must be on a leash at all times and muzzled, if necessary. Proof of certification may be requested. No other animals are permitted.

Media
Any media presence at the Museum requires approval of Museum staff. Renters must notify staff if they are inviting or expect news media.

Entire Agreement
This Agreement constitutes the entire agreement between Renter and Museum, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
IN WITNESS THEREOF, the Parties have caused this Agreement to be executed this day and year.

_____ _____
Renter Signature Date

Printed Name _____

_____ _____
Maturango Museum representative Date