

**BUFFALO COUNTY HISTORICAL SOCIETY
TRAILS & RAILS MUSEUM**

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CONTRACT FOR USE OF FACILITIES FOR A PRIVATE FUNCTION

THIS AGREEMENT, made and entered into by and between the Board of Buffalo County Historical Society, doing business as the Buffalo County Historical Society/Trails & Rails Museum, and _____ hereinafter referred to as "Renter."
(please print name of 'Renter')

In consideration of the mutual promises, covenants and conditions herein, the parties hereto agree as follows:

1. The Society grants to the Renter the use of the following described Museum facilities commencing on (date: *mo., day, yr., time*) _____ and ending (date: *mo., day, yr., time*) _____. Rental fees will be added for each additional time-slot needed for set-up or tear-down.

2. Renter agrees to abide by and conform to the rules and policies as set forth in Attachment 1 and acknowledges receipt of said attachment and has read and understands its contents.

3. Rental Fees are:
\$200 per 3 hr. time slot during regular business hours
\$400 per 3 hr. time slot if after hours

Summer hours are Mon.-Sat. 10:00 a.m.-6:00 p.m. and Sundays 1-5 pm
Sept.-May hours are Monday-Friday 1:00-5:00 p.m.

Charges for time slots that overlap between regular hours and after hours will be determined by where the majority of the time falls.

4. Renter shall pay a \$100.00 deposit 30 days prior to the rental date. The deposit will be returned in full after the rental date, if the area is left as it was rented. Renter shall pay Museum a fee in the amount listed below at the execution of this agreement.

Deposit	\$
Gazebo/Church rental:	\$
Other building (s) rental:	\$
_____ rental:	\$ _____
TOTAL	\$

5. Upon receipt by the Executive Director of this signed agreement The Society agrees to reserve the above described facilities for the use of the Renter on the date specified. This agreement and reservation shall be contingent upon the Society's receipt of payment.

6. In the event of a cancellation by the Renter, written notice of cancellation must be received by the Executive Director at least 30 days prior to the date of the scheduled function. No refunds will be made if cancelled after 30 days prior to the event.

IN WITNESS WHEREOF, the parties hereto have executed this rental agreement on the date written below.

Dated this _____ of _____.

(day) (month) (year)

BOARD OF THE BUFFALO COUNTY HISTORICAL SOCIETY:

Doing business as the Buffalo County Historical Society/Trails & Rails Museum

BY: _____
Executive director

RENTER'S SIGNATURE AND INFORMATION:

BY: _____
(Print name)

(Signature)

Title

Business Name

Address

Address

Main phone number

Secondary phone number

e-mail address

Deposit payment _____ (date and check no.) _____ BCHS staff initial
Rental payment _____ (date and check no.) _____ BCHS staff initial
Deposit refund _____ (date refunded) _____ BCHS staff initial

ATTACHMENT 1

POLICY AND GUIDELINES FOR USE OF THE BUFFALO COUNTY HISTORICAL SOCIETY/TRAILS & RAILS MUSEUM

By private and Corporate Groups
(Non-Museum Related)

General:

To better serve the general public and to provide an additional source of income for the museum, meetings and social events for private and corporate groups can be arranged. The following information concerning available museum areas, costs and other related information is provided for planning purposes. The Executive Director, as the representative of The Society, reserves the right to reject any or all requests, including after-hours use of the museum in the best interests of the museum.

Any exceptions or changes in the following policies and guidelines must be approved by the Executive Director.

A. Groups, Purposes and Frequency

The museum facilities may be used by private individuals, civic, business, charitable and professional groups for meetings, receptions, dinners, and tours. The museum may not be used for political activities or purposes. Non-museum related fundraising activities are prohibited except where special permission has been granted and where the museum shares substantially in the proceeds. Approval for use of the facilities is on a per use basis. The museum shall not be used for private gain including sales or solicitations.

B. Procedures for Approval of use of the Facilities

Potential Renters should contact the Executive Director. All requests are to be presented in writing. Allocation of dates will be granted on a first-come, first-serve basis. Any unusual special events not falling within these guidelines and all non-museum fundraising is subject to approval by the Executive Director. No events will be scheduled which would interfere with the regular use of the museum by visitors, museum employees, or museum related programs.

C. Approval/Scheduling

An agreement/contract will be signed by each Renter. Established procedures and forms will be used in developing and communicating plans as the various stages are completed. At the discretion of the museum, up to three activities may be scheduled for the same time period provided they are in separate facilities and do not interfere with each other.

D. General Guidelines

All arrangements must be approved by the Executive Director.

With the exception of BCHS-sponsored events, no alcoholic beverages are permitted on museum grounds. No smoking is allowed on the property and no open flames (including unity candles). In the event Renter or guests are observed possessing alcoholic beverages and/or smoking on the grounds of the museum, The Society reserves the right to remove the Renter and guests and discontinue the rental should the use of alcoholic beverages or smoking be discovered or suspected.

Only service animals will be allowed on the grounds or in the buildings.

Single or group tours for guests are an additional fee and have to be prearranged.

All posted signs must be obeyed.

Because of the historical nature of the buildings, the Renter recognizes ADA regulations are not in effect and understand that buildings are provided as is.

Plans or intentions regarding the serving of food and beverages on the Trails & Rails Museum grounds shall be submitted to the Executive Director. The Renter shall be responsible for the serving and disposal of all serving items and will render The Society harmless of any action or liability associated with the mishandling and serving of food. If a caterer is to be used, the Renter shall notify The Society of any conditions or requests set forth by the two parties.

All Renter property and/or their group's property need to be removed from the grounds immediately following the event. The gates will be locked immediately following the event and/or at closing time of the museum. The gates will not be unlocked to retrieve items until the museum's next business day.

Based on the number of attendees, the Renter may want to consider renting additional tables, chairs, restroom facilities, etc.

No art work/exhibits will be removed or moved or covered for an event.

BCHS Photo Policy: For the safety and preservation of BCHS artifacts, please refrain from taking flash photos inside the buildings. Photography or recordings of any kind for commercial purposes is strictly prohibited without prior written approval. While you are visiting BCHS/Trails & Rails Museum, authorized personnel may capture your image on camera. Please note that your paid admission allows the Buffalo County Historical Society/Trails & Rails Museum to use your image for publications and marketing purposes.

E. Liability Coverage (Personal and property Damage)

Renter shall be liable for any damage or injury to Renter or any other person(s) occurring on or in the leased premises; for any damages or injury to any property occurring on or in the rented premises; and the Renter agrees to hold the Society harmless of and from any and all claims for such damages, regardless of how caused. (Exception: active and actionable negligence of the Society.)

The premises used by the Renter and caterer (if one) will be inspected by the Executive Director immediately after each event. Any property damage or additional clean-up expenses will be billed directly to the Renter.

The Society is not responsible for theft, damage or vandalism to any vehicles parked on the museum grounds. Visitors must comply with all existing and posted parking regulations.

The Renter shall hold the Society harmless should the facility or grounds be inaccessible due to weather or mechanical failure of public or private utilities and or mechanical systems. In the event of such disasters the Society will make every effort to reschedule or refund rental price should the Society deem necessary.

F. On-Site Coordinator

Depending on the size of the group, one or more museum employees will be available at all times during the event.

G. Areas for Guests

Guests are allowed in “scheduled” areas only as designated by The Society.

H. Equipment

All equipment, supplies, decorations, etc. to be brought into and taken out of The Museum’s facilities by the group for the event must be arranged for and coordinated with the Executive Director. Arrangements to be made include:

Who will be delivering or picking up what items.

Where these items will be stored or placed.

Earliest allowable delivery and set-up times and dates.

Time and date at which all equipment and supplies must be removed from the Museums’ premises.

I. Collecting Money

It is not The Museum’s responsibility to collect for anyone contracted by the Renter.

J. Clean-up After the Event

There will be an agreement in advance with the Executive Director, Renter, and caterer (if used) as to clean-up procedures, responsibilities and timing.