

Date of Event: _____

Deposit Rec'd: _____

Rental Fee Rec'd: _____

ALACHUA COUNTY HISTORIC TRUST: MATHESON MUSEUM, INC.

Rental Agreement

This agreement is made and entered into by and between Alachua County Historic Trust: Matheson Museum, Inc. (ACHT) and _____ (Renter).

Conditions

The Rental shall include the building and grounds around the Museum, and services and equipment specified herein and on the Rental Fee Schedule.

ACHT shall furnish the services of a Steward, and use of ACHT's Steward is compulsory. The Steward will be responsible for room arrangements, providing security, and supervising clean up and storage after the event.

ACHT will not be responsible for injury or accident to property or person, or theft while the Renter is using the facility, nor by any faulty equipment brought into the facility by the Renter or guests. The Renter shall indemnify and hold harmless ACHT from and against any and all liabilities, penalties, damages, expenses and judgments by reason of any injury or claim of injury to persons or property, however caused, arising out of the use, occupation and control of the premises during the time of the agreed-upon use. Legal responsibility for actions and conduct of the Renter, visitors or employees shall be the sole responsibility of the Renter.

The number of guests shall not exceed 200 persons. It shall be the duty of the Renter to comply with this limit.

The failure of ACHT to insist on strict performance of the Agreement is not a waiver of any other provision or subsequent breach.

In the event of any legal dispute arising out of the terms of the Agreement, the prevailing party shall be paid by the non-prevailing party for all reasonable attorneys' fees and costs incurred in the resolution of that dispute, whether the result of litigation or mediation.

This Agreement constitutes the entire agreement between ACHT and the Renter, and no alteration, change or modification hereof shall be binding upon the parties hereto unless the same shall be in writing and signed by each of the parties.

Florida law shall govern this Agreement, and the venue for any legal action will be Alachua County, Florida.

The Renter shall be solely responsible for determining whether any state, federal, county or city laws, ordinances or codes prohibit the use planned by the Renter. It shall also be the sole responsibility of the Renter to obtain any permits or approvals necessary for the intended use of the premises.

Costs and Fees

- _____ Renter
1. A security deposit of \$150.00 is required of all renters, and is payable immediately to confirm reservations. The deposit will be refunded within two weeks after the event unless any of the following occurs, in which case the entire deposit will be forfeited by the Renter:
 - A. Cancellation by the Renter within 45 days of the scheduled event.
 - B. ACHT property is damaged or missing.
 - C. Additional cleaning is necessary.
 - D. The projected time of the event or number of guests is exceeded.
 - E. Trash is not removed from the premises.
 - F. Other expenses are incurred by ACHT due to Renter's non-compliance with contract.
 2. Any damage, destruction or breakage in excess of the \$150.00 security deposit will be assessed to the Renter and shall be payable to ACHT upon demand.
 3. The rental fee is determined according to the Rental Rate Schedule. The fee is due two weeks prior to the date of the event.
 4. The minimum rental period is 2 hours, plus 1 hour each for set-up and clean-up. The minimum fee will be calculated as such.

5. Additional hours needed for set-up and clean-up will be charged at the rate stated on the Rental Rate Schedule.

Use of Building and Grounds

1. **No Smoking** is allowed in any part of the building and no food or beverages are allowed in the Library at any time.
2. All furniture, furnishings and equipment shall remain in the building. No one is authorized to borrow or remove any ACHT property from the building. Padded chairs and tables in the library must not be removed from the library.
3. Any damage or destruction of property must be reported immediately to the Steward or ACHT Director and must be paid for immediately by the Renter.
4. The Steward is in charge of the facility during the rental period. The Renter must comply with the Steward's directives.
5. No alcohol shall be served on the premises without the express written approval of the Director of ACHT. No draft (keg) beer will be allowed in the building. Ice must be in waterproof containers.
6. ACHT is not responsible for items left by renters, guests, workers or employees.
7. The Renter is responsible for ensuring the safety of all items brought into ACHT. ACHT assumes no responsibility and no liability whatsoever for the loss and/or damage to property of the Renter, caterers, guests or employees.
8. No rice, glitter, birdseed, etc. are to be thrown in the building.
9. Approval for dancing must be obtained from the Director of ACHT upon signing of the contract. The use of hard-sole dance shoes and/or resin on shoes is not permitted under any circumstances.
10. Failure to comply with ACHT rules or unseemly conduct of any kind may cause a group to be barred permanently from future use of the building or property.
11. Nothing shall be sold on the premises without the express approval of ACHT's Board of Directors.
12. Caterers must sign ACHT Catering Agreement.
13. Trash must be removed by the Renter/Caterer immediately after the event.
14. The Museum exhibit hall display is not guaranteed for the date of your event. Museum staff will endeavor to inform Renter of exhibits planned for the rental date, but exhibits are subject to change. Most free-standing exhibit cases/kiosks can be moved out of the main exhibit hall for the rental event. However, the glass display case in front of the library windows does not move.

Outside Rental Equipment:

1. Renter/Caterer may utilize tables, chairs, decorations, etc. from outside sources; however, the Museum Director must approve all rental equipment.
2. **The Museum is not responsible for confirming, counting, arranging, disassembling, stacking, storing or caring for in any way, equipment brought into the Museum by the Renter.** Museum stewards deal with Museum equipment only and will not assist with rental equipment. Caterer or Renter must set up and disassemble all rental equipment.
3. Equipment must be delivered and picked up during the Renter's set-up and clean-up hours. Other arrangements may be made but must be approved by the Museum Director; see fee schedule.

Set up and Decorations

1. Renter/Caterer may gain access to the building at the beginning of the contract set-up time. Delivery of food and equipment should be scheduled during these times. Other arrangements may be made but must be approved by the Museum Director; see fee schedule.
2. Nails or tacks may not be used for decorating purposes. All decorations must be approved by the Director.

Clean up

1. The facility is to be left clean. Renter/Caterer are responsible for sweeping or mopping floors, wiping counter, etc.
2. All clean up, including the proper disposal of food, beverages and garbage, and their removal from the premises, and the taking down of non-museum tables and chairs, is the responsibility of the Renter and must take place immediately after the event.
3. In the event that ACHT determines extra housekeeping is necessary to restore the facility to a normal state of cleanliness, the Renter will forfeit the security deposit.
4. Failure of the Renter to remove trash will result in the Renter forfeiting the security deposit.
5. No trash should be deposited in trash cans without liner bags

Kitchen

1. Stove surfaces and range are not to be used for cooking. They are for heating purposes only.
2. Long-term storing of any goods or refreshments is prohibited.
3. The catering kitchen should be left clean; swept, mopped and counters wiped.

Photography

ACHT Hand-held cameras are permitted in most areas. However, the use of tripods, monopods, large-format cameras and video cameras must be approved by the Director of the ACHT. No flashes or additional lighting of any kind may be used when “Photography Prohibited” signs are posted for special exhibitions.

Parking

The parking lot adjacent to the Museum is available on a limited basis. Weekdays until 6pm, Museum patrons may use only the spaces on the west side of the lot; east side spaces are reserved for the attorneys’ office next door. After 6pm and on weekends, the entire lot is available. Overflow parking is at the Kirby-Smith School Board building parking lot across University Ave. No objects are to be left on the grounds of ACHT or any parking facility at any time.

Publicity

1. In the event that the Renter publishes information or prints private invitations, the Renter’s use of the ACHT facility must not be confused with ACHT sponsorship of the event.
2. Renter will comply with all City and County regulations concerning posting flyers and other methods of community advertising for the event. If the Renter defies City/County regulations and action is taken against the Renter, the Museum. **The Renter shall forfeit the deposit if the Museum learns that City/County publicity regulations are violated.**
3. If ACHT appears in any published information, including invitations, it should appear as “Alachua County Historic Trust: Matheson Museum, Inc”, prior to distribution of said material.
4. Renter will provide to ACHT any printed material naming ACHT.
5. ACHT is not responsible for relaying information to the public about the Renter’s event. ACHT staff will refer any and all questions about the event to the contact person.

Confirmation and Cancellations

1. No event is confirmed until this application is received and approved by the Director of ACHT. Approval is contingent upon the number of events and programs already scheduled, and the appropriateness of the proposed event for ACHT. Events will be coordinated through the Director of ACHT.
2. Any changes in time, number of people, set up, etc., must be made in writing in advance and forwarded to the Director of ACHT for approval.
3. ACHT shall retain the right to cancel or interrupt the event or a portion thereof when in the sole judgment of the Director or the Board of Directors such act is necessary in the interest of ACHT. The Renter hereby waives any claim for damages or compensation due to such occurrence.
4. The Renter shall contact the Director at least 45 days in advance of the scheduled event with notice of cancellation. In the case that an event is cancelled 44 or fewer business days in advance of the scheduled event, the Renter will forfeit the security deposit.

Notes:

Agreement

I agree to all conditions cited in this contract.

Renter

Date

ACHT Approval

Date

Rental Date: _____
Renter Name: _____

Alachua County Historic Trust: Matheson Museum, Inc.

Set-up Instructions

Museum tables and chairs are available at no extra charge. Please indicate if you will be using our equipment, and if so, how many of each you wish to use. Please circle "N" if you will not be using a particular item:

- | | | | |
|---|---|-------------------------------|--------------|
| Y | N | Folding chairs (40 available) | Number _____ |
| Y | N | 10-Foot tables (2 available) | Number _____ |
| Y | N | 8-Foot tables (6 available) | Number _____ |
| Y | N | 5-Foot table (1 available) | |
| Y | N | Podium | |

Are you having the event catered? Y N If yes, please give catering company name:

_____ Contact person: _____

Phone number: _____

Are you bringing in outside equipment or property? Y N If yes, please describe.

Who will deliver this equipment? _____

When will it be delivered? (additional charges may apply) _____

Renter's Contact at the Museum, Name: _____

Museum Phone: _____ Emergency Phone: _____

Matheson Museum

Museum Rental Invoice

Name of Renter: _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Fax# _____ email address _____

Event Date: _____ **Number of Guests:** _____ **Hourly Event Fee:** _____

What type of event are you having? _____

Who is the contact person for this event? The Museum will refer all inquiries we may get from the public to this person: _____

Phone number for contact person (no email please!) _____

Total Time Reserved (including set-up and clean up): _____ am/pm to _____ am/pm

Fee Analysis

(Museum use only)

	Date/Time	Fee
Set Up (1 hr. min.)		
Event		
Clean Up (1 hr. min.)		
Early Equip/food drop-off		
Late Equip/food pick-up		
Other		
Sub-Total	----	
Tax*	----	
Total Fee	----	

Please note our minimum rental of \$240.00 + tax or \$180.00 for tax exempt organizations.

Your fee of _____ is due on _____. The Museum must receive payment by this date or Renter's security deposit is forfeited.

I agree to pay the charges enumerated above.

 Renter's Signature Printed Name Date

*If non-tax, please record tax exempt certificate number: _____

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