



# Lake Jackson Historical Association Facilities Rental Terms & Conditions

## **1. Indemnification:**

- Renter agrees to indemnify and hold harmless:
  - The Lake Jackson Historical Museum and/or the Alden B. Dow Office Museum, operated by the Lake Jackson Historical Association,
  - the City of Lake Jackson,
  - and their respective agents, employees, officers, directors, members, and volunteers from any and all claims, damages, losses, costs, and expenses of any nature whatsoever, including attorney's fees, arising from or in any way connected with the rental or use of the Association premises by Renter, its agents, employees, invitees, or guests, including claims, damages, losses, costs, and expenses arising from the negligence of the Association and/or the City of Lake Jackson and/or their respective agents, employees, officers, directors, members, and volunteers.

## **2. Facilities and Access:**

- Renter is renting public areas of the Lake Jackson Historical Museum and/or the Alden B. Dow Office Museum premises and may only access these areas.
- The Association does not furnish tables, podiums, audio/visual equipment, dishes, flatware, or any other such furnishings or equipment for events. Renter must provide all such furnishings and equipment and must arrange the delivery and removal of same, all at Renter's sole expense.
- Renter, including without limitation its decorators, caterers, entertainers, invitees, and guests, may only access the Association premises on the day of the event (unless previous arrangements have been made with the Executive Director).
- Renter will relinquish the Association premises no later than the ending time for teardown and cleanup indicated in the Facilities Rental Application and Agreement.

## **3. Activities and Prohibitions:**

- Renter may use the Association premises only for the purposes stated in the rental application and agreement.
- The Association premises may not be used for any illegal, dangerous, lewd, or immoral purpose, or for any sleeping or lodging purposes.
- All Renter activities will be coordinated with the Executive Director prior to the event.
- An Association representative must be present during the entire event, including set-up, takedown, and cleanup. The Association representative's purpose is to aid in protecting the Association premises from misuse or abuse. Renter agrees that Renter and its agents, employees, invitees, and guests will abide by all reasonable instructions given by the Association representative. However, Renter agrees the presence or absence of the Association representative in no way diminishes its full liability for damage to the Association premises as stated in Item 8 below.
- No equipment or furnishings may be placed within one foot of any museum exhibit. This includes, for example, chairs, tables, podiums, loudspeakers, and caterer and entertainer gear.
- Fire exits and fire extinguishers must remain unobstructed at all times.
- No decoration or other materials may be attached to the Association building or its contents, whether by tape, glue, or other adhesive materials, or by nails, thumb tacks, pins, or by any other means that may puncture, mar, deface, or otherwise damage the Association premises.
- No alteration may be made to the Association premises.
- Candles are prohibited on Association premises. Battery-powered candles may be used.
- Food and drinks are not allowed in the carpeted areas of the Lake Jackson Historical Museum. Red drinks such as wine or punch are not allowed inside the building.
- Food and drinks are allowed inside the Alden B. Dow Office Museum as well as outside on the porch. However, red drinks such as wine or punch are not allowed inside the building.
- Rice, confetti, glitter, sawdust, bottled bubbles, dropped flower petals, soap bubbles, bird seed, or any other such item is prohibited anywhere on the Association premises. This applies to the grounds as well as inside the building(s).
- Children 14 and under are not allowed on the 2<sup>nd</sup> floor of the Lake Jackson Historical Museum unless under adult supervision.
- If alcohol is to be served, it must be incidental to and not the primary focus of the event. Red wine is not allowed at any event at the Historical Museum. Red wine may be served on the porch of the Alden B. Dow Office Museum.
- Smoking is not allowed within the Association building(s), or within 15 feet of any entrance in accordance with city code. This includes electronic cigarettes.

- Flash photography by professionals or attendees is minimally allowed within the Association premises, such as facing the front door/windows or in the center atrium on the first floor of the Lake Jackson Historical Museum. No flash photographs of exhibits or animatrons allowed. The Renter is responsible for making this clear to guests.
- Individual musicians and small musical groups are allowed; however, entertainment noise levels must not exceed 90 decibels. Bands must be approved by the Executive Director.

#### **4. Security:**

- In addition to the Association representative required in Item 3 above, a uniformed certified police officer must be present for all events serving alcohol or with anticipated attendance of 100+. The officer(s) must be present during the entire event.
- Renter is responsible for securing and providing payment to the officer(s) needed.
- The officer(s) have the authority, in their sole discretion, to call in additional backup as may be needed to handle any situation. Should this occur, Renter would be liable for any additional costs.

#### **5. Catering:**

- If the event is to be catered, the caterer must be selected from the Association's list of approved caterers. It should be understood, however, that this is simply a list of caterers who have obtained permits from the City of Lake Jackson, and the Association makes no representation regarding and is not liable for the performance of any caterer, including without limitation to health and safety issues.
- Caterers not already on the list of approved caterers can be considered for addition with the review and approval of the Executive Director.
- Red drinks of any kind are not allowed, except on the porch of the Alden B. Dow Office Museum.

#### **6. Cleanup:**

- Renter has inspected the Association premises and agrees to rent the premises "as is" and at the conclusion of the event to leave the premises in the same condition as when Renter's use of the Association premises began.
- The Renter has the option to forfeit the security deposit for janitorial services in lieu of cleaning the premises themselves.
- If, in the sole judgment of the Association, extraordinary janitorial cleanup is required, Renter will be liable for the additional cost, as determined by the Association in its sole judgment, plus a 15% administrative fee.

#### **7. Cancellation:**

- By Renter:
  - To cancel an event, Renter must give the Association written notice. A cancellation form is available at the Historical Museum or on the Association website. If this form is completed at least 30 days prior to the event, Renter will receive a full refund of all monies paid prior to that date, less the application fee of \$25.00. If this form is not completed at least 30 days prior to the event, Renter will forfeit all monies due and payable by Renter to date of the cancellation.
- By the Association:
  - The Association may cancel or preempt the event by written notice delivered to Renter at least 30 days prior to the event. In this case, Renter will receive a full refund of all monies paid by Renter. No application fee will be deducted.

**8. Damages:**

- Renter accepts full liability for any and all damages to the Association premises caused by Renter, its agents, employees, members, invitees, or guests. In case of such damage, Renter will pay the Association the entire repair or replacement cost, as determined by the Association in its sole discretion, plus a 15% administrative fee.

**9. Payment:**

- Renter agrees to pay immediately upon notification any and all sums owed by it to the Association pursuant to the rental agreement, including without limitation deposits, rents, charges for additional security, charges for extraordinary janitorial services, and charges for damages.

**10. Miscellaneous:**

- Renter must bring any additional requests to the attention of the Executive Director for advance consideration and approval.