

## Steele County Historical Society Facility Use/Rental Agreement

Use of the Steele County History Center (SCHS) is allowed only when it does not conflict with the museum's schedule, which includes but is not limited to exhibits, programs, restorations, and maintenance. Applications are to be submitted to the SCHS, 1700 Austin Road, Owatonna, MN 55060.

**Renter/Organization:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Secondary Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

### EVENT INFORMATION

**Meeting/Event Title:** \_\_\_\_\_

**Type of Event:** \_\_\_\_\_

*This title may be displayed on our building event displays.  Please check here if you would not like your event displayed.*

**Date(s) of Event:** \_\_\_\_\_ **Setup Time:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_

**# of People:** \_\_\_\_\_ **End Time:** \_\_\_\_\_ **Tear Down Time:** \_\_\_\_\_

**Room Requested:**  Wenger Room  Lange Theater  Patio  
 Atrium (not available for rent during History Center business hours)

**Amount for room rental:** \_\_\_\_\_

**Deposit Required:** \$150 deposit is due at time of reservation. Reservations made less than one month prior to the event must be paid in full at booking. No date is guaranteed until the signed application and deposit are received.

### EVENT INFORMATION

**Audio Visual Needs:**  White Board/Markers (\$20)  Projector/Screen (\$20)  Microphone (\$20)

**Room Set-up:**  Classroom  Rounds  Reception  Theater  Conference  Hollow Square  Head Table

**Additional Items:**  Chairs (n/c)  Podium (n/c)  Table, round (n/c)  Table, 8' rectangle (n/c)  
 Registration Table  Table, high top  Table Linens (\$6/each)  Bar Rental (\$250)  Piano  
 Deputy (\$25/hour, 4 hour minimum)  Staging: (\$25 per 4'x8' section): Size \_\_\_\_\_

**Banquet Information:** Caterer: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other items:** \_\_\_\_\_

### POLICIES & PROCEDURES

**Rental Fee/Payment:** The rental fee shall include the use of the designated SCHS facilities in the rental agreement. Lessee will pay the balance due upon receipt of the invoice. All activities should be completed and all participants out of the room by the time stated, an additional fee (\$50/hour) may be assessed if the user exceeds the stated times. Renter/User may not sublet or transfer their rights or privileges to any other individuals, groups or organization. Rental time begins with setup and ends when teardown is complete.

**Deposit Refund:** A refundable \$150.00 rental deposit is required at the time of booking. Failure to leave the facility in acceptable condition may result in forfeiture of the deposit. The deposit will be refunded, or applied to rental fee, unless damage or spillage occurs. For cancellations, proper written notification must be given to the SCHS office in order to secure a refund. A \$25 administration fee will be charged to all cancellation refunds. If a group or individual does not cancel the facility reservation with 60 days written notice, a refund of the deposit will not be issued.

*SCHS is an Equal Opportunity public accommodation and requires its Clients to not discriminate on the basis of race, color, creed, gender, sexual orientation, disability, or any other category protected by State or Federal law.*

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**Member Rental Information:** Funded by private support, the Steele County Historical Society relies on generous contributions and involvement of members, donors, sponsors, volunteers and employees to help connect over 30,000 visitors each year with the history of Steele County. The use of museum spaces requires a membership. Businesses will receive a complimentary membership.

**Force Majeure:** Failure by the SCHS to perform any term or condition of the Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, natural disasters (including hurricanes, earthquakes, floods, etc.), governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the Agreement. The SCHS reserves the right to cancel all scheduled reservations and activities due to inclement weather or facility problems/emergencies.

**Caterers:** All caterers providing food for events must be properly licensed through the State of Minnesota. Food must be prepared off-site. No cooking is allowed on the premises. All catering equipment must be removed at the end of the event. Caterers are required to clean all surfaces and dispose of trash throughout the event, including all food service and preparation areas.

**Use of Alcohol:** SCHS holds a license to serve beer, wine and champagne. Mixed drinks and distilled spirits may not be dispensed on SCHS property unless under the license of an approved caterer. Mixed drinks and distilled spirits are subject to the same rules as beer, wine, and champagne and may be dispensed subject to the following rules:

- Lessee may NOT bring alcohol onsite. All alcohol will be provided by SCHS.
- Alcohol service must conclude by 11:00 p.m.
- Client must comply with state laws and regulations governing the distribution of intoxicating beverages.
- Alcohol may not be consumed or distributed anywhere outside the patio and/or building without prior SCHS approval.
- If alcohol is being served, SCHS requires a Deputy to be onsite. Client will be invoiced at \$25 per hour with a four hour minimum.

**Tobacco Use:** All SCHS facilities and grounds are tobacco free. No use of any tobacco products including cigarettes, "spit tobacco" or e-cigarettes is permitted within the facilities or on SCHS grounds.

**Delivery and Storage:** SCHS does not provide storage for events. All deliveries must be coordinated with the Manager of Meetings and Special Events. Everything brought onto the premises must be removed by the pre-arranged time specified in the contract. If Client does not clean up as pre-

arranged additional charges may be incurred. In all circumstances, evening events must conclude by 11:30 PM and all items brought onto the premises must be fully removed by 12:00AM (midnight). Reasonable cleaning of the facilities and disposal of trash after the event is the responsibility of the Lessee.

**Items not allowed:** Due to the sensitive nature of museum artifacts, all decorations must be approved by photo or description by SCHS staff prior to the event. All decorations and rental items must be removed from the premises immediately following the event unless alternative arrangements have been made prior to the event.

1. Wall surfaces may not be marred by the use of tacks, tape, nails, hangers, putty or other fasteners.
2. Nothing may be hung from the ceiling.
3. Rice, birdseed, confetti, bubbles, fireworks/sparklers, flammable devices, Silly String, glitter or helium balloons may **NOT** be used either inside the facility or outdoors on the SCHS campus.
4. No fogger or bubble machines are allowed.
5. No popcorn, marshmallow, chocolate fountains allowed.
6. SCHS tables and chairs provided may **NOT** be used outside.
7. Open flames, candles, and candelabras are **NOT** allowed with the exception of candles enclosed by glass, and/or Unity Candles may be used although they must be extinguished immediately after the wedding ceremony.

**Photography:** Only photography for personal use is allowed. Any photography that may be later used publicly or commercially must be approved in advance by SHCS staff. Flash photography is permitted in the rental spaces during the event, but is not allowed in the exhibit hall at any time. Video filming is permitted in the rental spaces during the event, but is not allowed in the exhibit hall at any time. No tripods can be set up anywhere in the Museum at any time. It is the responsibility of the renter to make photographers aware of these rules.

**Security and Conduct:** Renter is responsible for informing guests of all rules of use and conduct, as well as enforcement of the rules. Rules of conduct apply to all space. Persons attending events must confine themselves to the space assigned to their use. Children attending events at SCHS must be supervised by an adult at all times. SCHS staff or an authorized representative may order the removal of any offender, order immediate removal of all intoxicating liquor from premises, revoke and/or all permits immediately and order all persons off the premises. The Fire Marshall requires all Lessees comply with the posted number of

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occupants allowed per room. No guns or other weapons are allowed on SCHS premises.

**Evacuation:** Should it become necessary to shut down or evacuate the premises for reasons of public safety, or safety of collections and/or premises, use of venue for a sufficient time to complete an event will be provided without additional charges, providing such times do not interfere with another scheduled use of the venue. A rental adjustment shall be considered at the discretion of SCHS staff in the event it is not possible to reschedule.

**Release, Hold Harmless, Indemnity:** Lessee hereby releases, holds harmless and indemnifies SCHS and its officers, agents, employees, or trustees from any and all loss, claim, personal injury, death, damage, demand, liability, suites, cause of action, expense and cost (including court costs), reasonable attorney fees, costs of defense and/or settlement arising directly or indirectly from: a) Lessee's entry onto or use of the property or any privilege, activity, or service pertaining thereto; and/or b) Any act, omission, negligence per se, misrepresentation, breach of contract, strict liability or acts of the SCHS or its officers, agents, employees, or trustees.

**Insurance:** All persons or groups renting the Steele County History Center who are serving alcohol through an outside vendor must have insurance to cover the event. You must provide the SCHS with proof of insurance prior to the event. The insurance policy must be in the name of the person signing the contract agreement. SCHS requires Bodily Injury and Property Damage Liability with a minimum of

\$1,000,000. Please list the Steele County Historical Society as an "additional insured."

**Damages:** Lessee shall pay the SCHS for all damages caused by: the Lessee and/or Lessee's caterer, agents, employees, any of the invitees of the Lessee, or any persons attending the function sponsored by the Lessee; to building, grounds, furniture, carpet, equipment, and any works of art. If damage to the SCHS occurs, damages are to be paid to the SCHS within five days from the date a statement has been submitted to the Lessee by SCHS.

**Compliance with laws:** Lessee, its guests, invitees, employees, and agents shall comply with all municipal, state, and federal laws, rules, and regulations of the applicable regulatory agencies, while using the facilities of the SCHS. This includes but is not limited to the Smoke & Tobacco Free Law for the Steele County Fairgrounds. Our facility is located on the fairgrounds. As a result, we are a smoke and tobacco free campus. There will be a \$50 fee in the event we need to remove cigarette butts from lawn, landscape or pots.

**Sales Tax:** Sales tax will be applied to all meeting space, audio/visual, linen, tables, staging, etc.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*By signing this contract you are acknowledging that you have read and understand all SCHS policies and procedures for rental.*

**For Office Use Only:**

**Facility Charge:** \_\_\_\_\_ **Other Charges:** \_\_\_\_\_ **Deposit Amount:** \_\_\_\_\_  
**Date Deposit Received:** \_\_\_\_\_ **Final Payment Amount:** \_\_\_\_\_ **Final Payment Due:** \_\_\_\_\_  
**Staff Onsite for Event:** \_\_\_\_\_