

Taos Art Museum & Fechin House

EVENT USE AGREEMENT & RENTAL RATES

This Agreement is entered into this _____ day of _____, by and between **Taos Art Museum**, a New Mexico non-profit corporation (“Museum”), and _____ whose address is _____ (“User”), whereby Museum permits User to use space in the building (s) known as the Taos Art Museum, and adjacent grounds (collectively referred to hereinafter as the “Museum”), in Taos, New Mexico, for a specific occasion, and subject to certain terms and conditions.

- 1. Use Agreement.** Subject to all of the terms and conditions set forth herein, Museum hereby grants User permission to exclusively utilize certain areas of the Taos Art Museum, as set forth herein, for the period _____ m., to _____ m, on _____, the _____ day of _____ solely for the purpose of a _____, including normal preparation and cleanup (hereinafter, “the Event”). No more than 60 (sixty) persons shall occupy the Fechin House structure at any time during the Event, including all guests, participants and help.
- 2. Staffing for Event.** An event must have the following number of Museum staff present for each venue: Fechin House: 3, Fechin Studio: 2, Patio: 2. There will be a charge of \$20.00 per hour per staff member for all events scheduled outside the Museum’s regular business hours to cover staff overtime. The User needs _____ staff members for _____ hours. Totaling \$ _____.
- 3. User Fee; Cleaning/Damage Deposit.** In consideration for the rights granted User herein, User shall pay to Museum a fee in the total amount of \$ _____, to be paid as follows: one-half of the amount, or \$ _____, shall be paid upon User’s execution of this Agreement; the balance, of \$ _____, shall be paid to Museum ten (10) days prior to the commencement of the Event. User shall also pay to the Museum, prior to commencement of the Event, the sum of \$100.00, which shall be held by Museum as a deposit against any expenses for cleaning or repairs, as set forth below (Section 8). The unused portion of such deposit shall be repaid to User within one week after the Event, or after the completion of any necessary cleaning or repairs, whichever is later.
- 4. Protection of Taos Art Museum and Contents.** User has been given a complete tour of the Taos Art Museum, and is fully advised as to the contents thereof and the conditions of the Taos Art Museum and its contents, and User understands and acknowledges that the Taos Art Museum, including all furniture, fixtures, improvements, finishes and other property of whatever character located therein or thereon, is irreplaceable and of significant historical and artistic value, over and above the mere market or replacement value thereof. User will use all necessary and appropriate measures to assure that no person attending the Event, including vendors and suppliers (all of whom are hereinafter collectively referred to as “Event Participants”), will touch, handle or in any other manner cause any damage whatsoever to any object within or aspect of the Taos Art Museum, and that every Event Participant will be advised of the need to exercise special care and caution with respect thereto, and User agrees to be fully liable to Museum for the cost of any repair to any contents, fixtures or finishes necessitated by any act or omission of any Event Participant, or for the full value of any item in the Taos Art Museum that is lost as a result of any such act or omission of any Event Participant.

5. **Prohibition Against Smoking.** User understands that no smoking, candles or fire of any type is permitted inside the physical structure of the Taos Art Museum, and User agrees strictly to abide by that prohibition, and to take all necessary and reasonable steps to assure that every Event Participant is aware of that prohibition and abides strictly therewith.

6. **Release and Indemnification of Museum.** User understands that the Taos Art Museum cannot make changes that comply with modern standards of design for access by the elderly, the disabled and the handicapped, and that in fact there may be design features or conditions of the Taos Art Museum, whether apparent or concealed, that may pose hazards or even be dangerous to such persons, or to persons of ordinary abilities exercising due care for themselves. User agrees to assure that all Event Participants are fully aware of such conditions and risks. User further agrees that neither Museum or its directors, officers, agents or employees, shall have or bear any liability, responsibility or fault whatsoever for any injury or loss of any kind or character, whether to person, property or otherwise, suffered by any person or entity in connection with the Event, for any cause whatsoever, other than due to an affirmative act constituting willful misconduct or gross negligence. User further agrees that it will fully indemnify Museum and hold it, its directors, officers, agents and employees, harmless from all liability, loss, cost or expense, including reasonable attorneys' fees and expenses, in the event of any claim, demand, suit, or other assertion of such damage or loss by any person arising out of or related to the Event.

7. **Presence of Museum Representative.** User agrees that Museum may have one or more representatives present at the Event at all times, provided that such persons shall in no way impede or restrict the Event except so as to assure full and strict compliance with the terms hereof.

8. **Caterers.** All Caterers providing food and/or drinks must hold a license issued by the New Mexico State Department of Health and any food service licenses issued by the Town of Taos. Not less than 5 days prior to the date of the event, user shall provide to the Museum a copy of both the Town and State licenses. In addition user or Caterer shall provide to the Museum a certificate of insurance evidencing that Caterer has extended coverage liability insurance having limits of at least \$1,000,000 and which names the Museum as additional insured. **The Museum does not have food preparation facilities. Food preparation on site shall be limited to Caterer's equipment.**

9. **Areas Available for Event.** The portions of the Taos Art Museum that will be available for the Event shall include the following areas:

 Event Participants shall be allowed in any of the following areas:

 User shall take all necessary and reasonable steps to assure that all Event Participants, while on the premises of the Taos Art Museum, remain only in the areas allowed under the provisions of this paragraph.

10. **Cleaning.** Museum shall provide appropriate trash receptacles for the Event, but otherwise shall have no responsibility for cleaning the Taos Art Museum at the conclusion of the Event. User shall take steps to clean the premises thoroughly at the conclusion of the Event. In particular, User agrees that no confetti, rice, seed or other material of any kind shall be thrown or dispersed anywhere within the physical structure of the Taos Art Museum at any time of the Event, and no material other than rice or seed may be dispersed on the premises outside of the physical structure. In the event of User's breach of the provisions of this paragraph, User shall be fully liable for the cost of professional cleaning services reasonably retained by Museum to clean the Taos Art Museum to the standard as provided herein, in addition to any other costs necessitated by such breach from User's deposit, and User shall pay Museum any balance due on demand by Museum.

- 11. Enforcement Costs.** In the event Museum is forced to resort to legal action to enforce any provision of the Agreement, User shall be liable to Museum for its reasonable attorneys' fees and expenses incurred in such enforcement action, in addition to any damages for which User is found liable.
- 12. Cancellation Policy.** Cancellations must be made no later than thirty (30) days prior to the event for a refund. A \$50.00 administrative fee will be charged. No refunds will be made if cancellation is less than thirty (30) days prior to the event date.
- 13. Gift Shop.** Does the User want the museum gift shop to be open during the event? _____.

The foregoing terms are hereby agreed to as of the date set above.

USER:

TAOS ART MUSEUM:

By: _____
Erion Simpson, Executive Director

**Taos Art Museum & Fechin House Rental Rates
For Private and Non-Profit Groups**

An Events Use Agreement must be signed 90 days before the event with a minimum deposit of half the amount due at signing of the contract and the balance due 10 days before commencement of event.

All applicable Insurance certificates must be submitted to the museum seven (7) days prior to the event.

A \$100.00 cleaning deposit is required prior to commencement of event. The deposit will be held by the Museum as a deposit against any expenses for cleaning or repairs. Please (see Section 8 of Events Use Agreement).

STAFFING:

An event must have the following number of Museum Staff present for each venue:

Fechin House 3
Fechin Studio 2
TAM Patio 2

There will be a charge of \$20.00 per hour per staff member for all events scheduled outside the Museum's regular business hours to cover staff overtime.

PRIVATE EVENT RATES:

Taos Art Museum Rental Fees for a Private Event is:

\$1,000.00 for use of Fechin House,
\$ 650.00 for use of Fechin Studio,
\$ 650.00 for use of the Museum's Patio.

Fees are based on a seven (7) hour event, which includes set-up and breakdown. If the venue is needed for less than 7 hours; the same rates apply. Additional (if event goes past contracted time) time is \$200.00 an hour and will be prorated in increments of fifteen (15) minutes.

DISCOUNTED RATES ONLY APPLY TO MULTIPLE VENUE RENTALS:

Fechin House and Patio - \$1,400.00
Fechin Studio and Patio - \$1,200.00
Fechin House and Studio - \$1,400.00
House, Studio & Patio - \$1,800.00

BOOKINGS FOR MUSEUM EVENTS MUST ORIGINATE WITH THE MUSEUM DIRECTOR.

PLEASE CALL FOR NON-PROFIT RATES.

NON-PROFIT EVENT RATES:

Taos Art Museum Rental Fees for a non-profit organization, (must provide IRS letter of determination), is \$500.00 for use of Fechin House, \$400.00 for the Studio, and \$400.00 for the Patio. Fees are also based on a seven (7) hour event, which includes set-up and break-down. If the venue is needed for less than 7 hours; the same rates apply. Additional time (if event goes past contracted time) is \$200.00 an hour and will be prorated in increments of fifteen (15) minutes.

DISCOUNTED RATES FOR MULTIPLE VENUES ARE AS FOLLOWS:

Fechin House and Patio -	\$ 900.00
Fechin Studio and Patio -	\$ 775.00
Fechin House and Studio -	\$ 900.00
House, Studio & Patio -	\$1,200.00