Chisholm Trail Museum Rental Agreement

This Agreement between Client and the Chisholm Trail Museum Inc. ("CTM") is effective as of the last date of signature of this Agreement and set out the Terms and Conditions for reservation, and use of the Chisholm Trail Museum.

Whereas, Client desires to reserve and rent the board room at the Chisholm Trail Museum and the Chisholm Trail Museum consents to rent said room to Client, subject to the terms of this Agreement, including in its entirety, Exhibit A which is attached hereto and incorporated herein.
Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

INDEMNIFICATION & LIABILITY

Client agrees to indemnify and hold CTM, an affiliate of the Oklahoma Historical Society, harmless from all claims, liability, damage, injury penalty, fine or loss, directly or indirectly, by any persons, authority, or entity for injuries to persons or property or damage which in any way result from the use of said or to premises by Client; and if any suit or proceeding shall be brought against CTM on account of damage, injury, omission, neglect, commission, liability claim or loss occasioned upon by servants, invitees, licensees, or guests of Client, or any other person, the Client, at its sole expense, will defend same, and will pay any judgments which may be recovered against CTM. CTM staff have the authority to terminate an event at any time if client is non-compliant to agreement.

The Chisholm Trail Museum is first a museum/research center and second an event space. There may be exhibits, artifact, art works, or sculptures added to our facility after you contract the use of the space; they may or may not be able to be relocated for your meeting. We will make every effort to minimize any impact these exhibits may have on your meeting.

RESERVATIONS, PRICING AND HOURS

Rental Requests should be made at least two weeks prior to the reservation date. Payment should be made at least one week prior to the reservation date.

The CTM board room is available for $25.00 during museum hours or for $25.00 per hour before or after museum hours with a two-hour minimum on normal operating days (Tuesday through Saturday from 10 am to 5 pm). ***If your meeting is scheduled for 10 am, please be advised that the front doors will not open until 10 am*.** The CTM board room is not available on Sunday or Monday.

Activities will be confined to CTM board room. Additional space allowances are subject to additional fees, including gallery access. Gallery admission will be provided at a rate of $2.00 per participant.

CANCELLATION

Please provide a minimum of 72 hour notice if you no longer need the room. *Groups that reserve the room and do not show up may not be allowed future use of the room.*

Inclement Weather Policy:

1. The Museum Director may cancel events due to inclement weather, or the threat of inclement weather, including snow, ice, and severe storms.
2. If severe or inclement weather is forecasted the Director will make every effort to notify the Renter in advance.
3. If a severe weather event occurs during a rental event, Museum staff will guide visitors to emergency locations. If event attendees choose to leave the Museum they do so at their own risk and will not be allowed to return.

SECURITY & HOUSEKEEPING

1. Staff will be present until entire event is over and everyone associated with the event, including caterers, etc. are out of the building and the building can be secured.
2. Fees may be assessed for clean-up, set-up, etc. and will be invoiced after the meeting. If significant additional cleaning is required it will be charged at the rate of $30.00 per hour or for

actual costs incurred to the CTM. Failure to pay additional charges may result in not being allowed to use the meeting room in the future.

3. Clean-up is the responsibility of the client. If the room needs to be cleaned up after the event, an invoice will be sent with the applicable charges (minimum $50).

NOISE LEVEL

Please note that the CTM board room is located in and around working office space and museum exhibits. We ask that noise levels louder than a business meeting not utilize this space so as not to disturb others. This would include meetings that would have large group participation or a motivational speaker. Presentations with sound are allowed so long as it is played at normal levels.

PREMISES AND PROPERTY

1. The CTM reserves the right to deny any activity or equipment usage that could damage the Museum or its contents.
2. Weapons of any kind are not permitted in the Museum.
3. Client shall not use the premises or property of the Museum for any purpose, activity or business other than what has been agreed upon in writing.
4. Client shall not deface or damage the Museum premises or property and will be responsible for any damages to the property by Client or Client's guests or representatives. The CTM will determine final cost of damages incurred. Client agrees to conduct its activities in the CTM so as not to endanger any person or property.
5. CTM assumes no responsibility for any loss or damage to any property owned by Client, its guests, or other parties either in the CTM or on the CTM grounds.
6. **By Executive Order 2012-01, all property of the State of Oklahoma including the Chisholm Trail Museum is tobacco free. No tobacco products are allowed on state property at any time.** Should an event participant/caterer activate the fire alarm, or any portion thereof, the client will be charged the full cost of resetting the system and all related services or fees. All charges incurred due to fire system activation will be invoiced to client (minimum $300 per occurrence).

DECORATIONS

1. The CTM reserves the right to deny any activity or equipment usage that could damage the Museum or its contents. No stapling, taping or tacking of banners, decorations or other materials to any Museum fixtures, furnishings, walls, ceilings, or any area of the building.
2. No combustible materials, **no open flame**, candles, sterno (electric sterno only), cooking or sautéing, chocolate fountains, water related displays, (such as fountains), smoke or fog machines allowed in the facility.
3. **All other decorations must receive prior approval**.
4. All decorations or items not owned by the Museum must be removed the day/evening of the event.
5. No living plants or soil are permitted. Cut flowers are allowable.

AV/IT

1. CTM has some equipment available for use. Requests for use of CTM equipment must be made a **minimum of 3 business days in advance** or none will be provided.
2. It is the responsibility of the Client to set up and test any equipment.
3. CTM will not be responsible for any equipment brought in by an outside source, (laptops, projectors, etc.).

FOOD & DRINKS

1. Outside food and drinks are not permitted in the Museum board room without prior approval. Food and drink are permitted with prior arrangement.
2. If outside food and drinks are approved then catering policy and guidelines will be provided.
3. No alcoholic beverages are permitted at the Museum.

Chisholm Trail Museum Board Room Rental Agreement

COMPLIANCE

1. The Client agrees that all activities will be conducted in compliance with all laws, regulations, and ordinances of the State of Oklahoma.
2. Persons attending a function while intoxicated or demonstrating unruly behavior may be referred to the Oklahoma Highway Patrol or Kingfisher Police Department. The Museum reserves the right to remove from its premises any person whose behavior is disruptive.
3. All food and beverages must remain within the CTM board room, and are strictly prohibited from exhibit areas of the Museum.

DELIVERIES

1. For security reasons any item/s larger than a briefcase (boxes etc…), must be inspected by staff upon arrival and when the client leaves. **NO EXCEPTIONS**.
2. All deliveries must first be scheduled at least 3 business days in advance. No delivery will be accepted without pre-approval.
3. All deliveries must be made and picked up the day of the event.

ENTIRETY

This Agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute on instrument. Failure to enforce any of the provisions of this agreement will not constitute a waiver.

CHOICE OF LAW/VENUE

This Agreement is governed by the laws of the State of Oklahoma, and venue shall like in a court of competent jurisdiction in Kingfisher County, Oklahoma.

I have read the Facility Rental Agreement for the Board Room and request its use. I agree that I will comply with all Museum rules and staff directions.

_____ Date: _____

Signature of Renting Party("Client"):

_____

Print Name

_____ Date: _____

Staff Signature:

_____

Print Name

Exhibit A

Name of Organization or Group:
_____

Date of Event: _____ **Anticipated Attendance:** _____

Event Times: _____ **to** _____

Contact Person:
_____

Contact Phone:
_____

Contact Email:
_____

Address: _____
_____
_____

Type of Event:
_____
_____
_____
_____

Special Event Needs:
_____
_____
_____
_____

Room Setup:
□ **Theater Style** □ **Classroom Style** □ **Seminar Style** □ **Empty**
□ **U Shaped** □ **Other:**
_____

Food: □ **I/We will be bringing in food or drinks**
Caterer:
_____

Staff Use Only

Date Received: _____
Date Approved: _____
Contract Completed: _____
Payment Received: _____