

ROEBLING MUSEUM

PO Box 9
100 Second Avenue
Roebing, NJ 08554

CONTRACT FOR ROEBLING MUSEUM FACILITY USE

THIS AGREEMENT, made by and between the Roebing Museum (hereinafter referred to as "Museum") and _____
(Hereinafter referred to as "User").

WITNESSETH

WHEREAS, the Museum occupies, under a long term lease, facilities owned by the Township of Florence;

WHEREAS, the Museum's leased facilities (hereinafter referred to as "Facility") are available for rental use by members of the general public as well as public and private organizations;

WHEREAS, the User desires to use the premises for purposes herein contained (hereinafter referred to as "Event"); and,

WHEREAS, the Museum's Executive Director (hereinafter referred to as "Director") is empowered to set the terms and conditions for the use of the Facility and execute rental agreements on behalf of the Museum,

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Museum and User agree as follows:

1.0 FACILITY TO BE UTILIZED:

The Museum hereby grants permission to User to use the Facility, described as,

_____, for the sole and express purpose of:
_____.

2.0 TERM OF USE:

2.1. The User shall be permitted to use the Facility from _____ o'clock a.m. /p.m.
on _____, _____ to _____ o'clock a.m. /p.m. on _____, _____
between the hours of _____ a.m./p.m. and _____ a.m./p.m.

2.2 The time period as specified in §2.1 includes User a one-half hour preparation time for setting up chairs and tables for the Event and one-half hour time to break down chairs and tables following the Event.

2.3. The date and time for User's use of the Facility as specified in §2.1 shall be of the essence under this Agreement.

2.4 The term for use of the facility granted herein shall not be extended to mean allowable occupancy or use of the premises by the User beyond the term as specified in §2.1; or, for the installation or removal of equipment, other than chairs and tables, without the express written description and consent of the Director.

2.5 Additional time for use of the Facility required by the User shall be paid for by the User pursuant to the schedule of fees set forth in §3.0 of this agreement.

3.0 RENTAL FEE, INCIDENTAL FEES, DEPOSITS, PAYMENTS AND ACCOUNTING:

3.1 The User agrees to pay the Museum a fee of \$ _____ for the Facility to be utilized as specified in §1.0 under the terms as specified under §2.0 of this agreement.

3.2 The User agrees to pay the Museum an additional \$40.00 per hour for _____ hours of Audio Visual Technician time for services and equipment related to the Event, or an additional \$ _____.

3.3 The User agrees to pay the Museum an additional \$20.00 per hour, per Museum staff person, for docent or other specialized Museum services requested as part of the Event, which under this agreement is determined to be _____ hours, for an additional \$ _____.

3.4 Under the Facility use fee and additional fees enumerated above, the User agrees to pay the Museum a total amount of \$ _____ for the Event covered under this agreement.

3.5 The User agrees to pay a minimum of \$100.00 as a conditionally refundable deposit, upon signing of this agreement. Depending on the nature of the Event and use requested, the Director may, at his or her discretion, require a deposit of more than \$100.00 but the amount shall not exceed \$250.00.

3.6 The User agrees to pay the total amount as specified in §3.4 of this agreement to the Museum not less than five business days before the date of the Event as specified in §2.0.

3.7 Following the Event, if the User's use of the Facility is satisfactory to the extent that the Facility is not misused within the meaning of §1.0 of this agreement; there is no damage beyond ordinary wear and tear; and, the Facility is left in reasonably clean and presentable manner by the User, then the Museum agrees that it shall reimburse the User the full amount of the deposit paid under §3.5 of this agreement.

3.8 In the event that the User cancels or otherwise fails to hold the Event covered under this agreement and does not provide the Museum with notice of such cancellation at least five business days prior to the date of the Event as specified in §2.0 of this agreement, the Museum may retain an amount not to exceed \$100.00 of the conditionally refundable deposit paid under §3.5 of this agreement. The balance of any such deposit shall be refunded to the User.

4.0 GENERAL LIABILITY INSURANCE:

The User agrees, at its expense, to secure and maintain in force for the joint benefit of the Roebling Museum, Township of Florence, and User, the following:

4.1 General Liability Insurance written on a Commercial Liability occurrence form as broad as the standard coverage forms currently in use in the State of New Jersey. This insurance shall not be circumscribed by any endorsement limiting the breadth of coverage. This policy shall be endorsed as:

Roebling Museum and the Township of Florence named as additional insured parties.

A) Broad Form Comprehensive General Liability

B) Contractual Liability coverage specifically applicable to the indemnity requirements of this Agreement.

C) Premises/Operation.

In the event that alcoholic beverages will be served by the User with or without the services of a Caterer, the following additional endorsement must be added to the policy:

- i) Amendment of Liquor Liability Exclusion.
- ii) The endorsement must specify the particular event to which this Agreement applies.

4.2 The limits of liability for bodily insurance and property damage requirements shall not be less than:

I.) Individuals; general liability-\$300,000, (weddings, graduation parties, etc. as may be included in “homeowner”, “tenant” or “condo” policy.)

II.) Non-profit/charitable groups; general liability-\$300,000 (civic groups, service clubs, churches, etc.)

III.) Commercial/for-profit groups; general liability-\$1,000,000, (flea markets, business seminars, parties)

If the policy is written with a deductible, the User shall be responsible for the payment of this amount.

4.3 A current Certificate of Insurance and evidence of premium payment must be delivered to the Museum not more than ten days prior to the event. The Certificate will show all required coverage and contain the provision that the insurance will not be canceled for any reason.

4.4 In the event the User will be utilizing the services of a Caterer to supply and/or serve food and/or alcoholic beverages, the Caterer is required to provide evidence of General Liability insurance which will include coverage for Liquor Law Liability and Products Liability. The limits for Bodily Injury and Property Damage shall not be less than one million dollar \$1,000,000 per occurrence.

4.5 The Caterer is required to show evidence of Workers’ Compensation coverage for his employees.

The Caterer must supply a Certificate of Insurance to The Roebling Museum not later than ten (10) days prior to the date of the event.

5.0 APPLICABLE LAWS:

The User agrees to comply with all applicable laws and regulations of the State of New Jersey, the United States, and the Township of Florence municipal ordinances, applicable to the use of said Facility.

6.0 RESTRICTIONS ON USE:

6.1 The Museum permits use of its facilities only when Museum programming does not conflict.

Receptions are scheduled at times that minimize the loss of public gallery space. The Museum may deny use if security or other Museum personnel are not available. The Museum will not schedule meetings or receptions in areas where objects are exposed or might be endangered. Since the Museum

6.2 Smoking is not permitted in the Museum.

6.3 The Museum will not schedule events in areas where objects are exposed and might be endangered. Since the Museum has primary responsibility for collections and objects on loan and otherwise displayed, the professional staff's judgment as to facility use will be controlling. Museum exhibitions are subject to change at any time at the discretion of the Museum.

6.4 Caterers hired by the User for Events at the Museum must operate under a signed acknowledgement of the "GUIDELINES FOR CATERERS," which is hereby, upon signed acknowledgement by the User and caterer, incorporated as part of this agreement.

7.0 ALTERATION, DECORATION, AND DAMAGE:

The User agrees not to injure, mar, damage, alter or in any way deface said premises or its contents, including displays or objects. User shall not cause or permit anything to be done whereby said premises or its contents, including displays or objects shall be in any manner injured, marred, damaged, altered or defaced. User shall not drive or permit to be driven, paper clips, nails, hook, tacks or screws into any part thereof, and will not affix tape to any portion of premises or content, including displays or objects. User shall not make or allow to be made any alterations of any kind therein.

8.0 EQUIPMENT:

8.1 The User agrees not to use the Museum's equipment, tools or furnishings, located in or about described facilities.

8.2 The rental of the Museum's electronic (media) equipment and technician is available. If electronic equipment is needed User may rent electronic equipment, and pay for the services of a technician as set forth under §3.2 of this agreement.

8.3 Subject to approval by the Director, the User may bring and set up furnishings to the Facility at the start of the Event time. Such approved furnishings shall be removed by the User at the conclusion of the Event.

9.0 VIOLATION:

If at any time the uses of the premises by User violate the policies for facility use described herein the User shall cease and desist from continuing such use or surrender the premises forthwith upon demand of the Director.

10.0 INDEMNIFICATION:

The User shall assume all risks of and responsibility for, and agrees to indemnify, defend and save harmless the Roebling Museum and the Township of Florence, and all employees, elected officials and Museum board members from and against any and all claims and demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of the loss of life, property, injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this Contract, or which shall arise from or result directly or indirectly from the User’s use of the facility pursuant to this Agreement. The indemnification obligation is not limited by, but is in addition to, the insurance obligations as required under §4.0 of this agreement.

11.0 NON-ASSIGNMENT:

User shall not assign or transfer this Agreement or sublet any portion thereof this agreement.

12.0 MODIFICATION:

This Agreement may be amended only upon prior mutual agreement signed by both parties.

13.0 FORCE MAJEURE:

If the Museum is unable to honor this Agreement, in whole or in part, because of an act of God, national or state emergency, war, labor dispute, fire, act of terror, casualty or other unforeseen occurrence or any other cause beyond the control of the Museum or which the Museum is unable to avoid by exercise of due diligence, the Museum shall have no obligation or liability to User as a result thereof.

IN WITNESS THEREOF, the authorized representative of the parties executed this Agreement on this _____ day of _____

Museum

User

Roebling Museum

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____