United States Marshals Museum

POLICIES AND PROCEDURES GUIDE

Thank you for considering The United States Marshals Museum for your event.

Please note that by executing a Rental Contract, you acknowledge that you have reviewed and do agree to comply with the terms of the complete rental policies.

Administration Definitions:

Client: The word "Client" is used to define the individual and/or organization who executes the Contract.

Contract: The word "Contract" is used to define the Facility Contract, which will outline Client and Event specific details.

End Time: "End Time" designated on the Contract and is defined as the time by which:

the facility is to be emptied of all personal items, including decor and food related trash.

All rented furnishings and decorations brought in by Client must be removed from the building or placed in the holding room at the loading dock for later pickup and all persons out of the building.

Event: The word "Event" is used to define the timeperiod during which a specific space of the Museum will be occupied by the Client.

Facilities: The word "Facilities" is used to define all equipment, furniture, and any other movable property located in or on the USMM land or building.

Museum: The word "Museum" is used to define the building and land within the physical boundaries of the USMM property.

Start Time: "Start Time" is used to define the time at which Client/Client's representatives or Vendors may arrive at the Museum to begin set-up for their Event. Start Time is designated on the Contract.

USMM: The acronym "USMM" is used to define the United States Marshals Museum, Inc., a 501(c)(3) Non-Profit business entity.

Vendor: The word "Vendor" is used to define any person or organization hired (for fee or donated) by Client to perform services related to Client's Event.

We look forward to working with you and we realize that each event is unique. For this reason, this document may not be completely inclusive of topics that arise from unique requests, so we ask that you speak with our Administration Office regarding all Event details and requests.

Client and its guests agree to hold harmless the USMM, the USMM Board of Directors, their officers, employees, volunteers, and agents, as well as the USMM Foundation, the USMM Foundation Board of Directors, their officers, employees, volunteers, and agents for any damage to persons or property resulting from accidents, injury or other incidents resulting from use of the facilities.

The USMM is not liable in the event the facility cannot be occupied on the reservation date due to Acts of God, war, contamination, terrorism, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it inadvisable, illegal, or otherwise impossible for either party to fulfill the terms of a signed Contract. Any money paid will be refunded in the event of such an emergency.

Currently, the USMM is offering venue space, tables, and chairs only in Atrium. USMM will provide tables and chairs for up to 250 guests. Client will be responsible for the rental, delivery, and return of all other chairs, tables, linens, pipe and drape, etc. required for the Event.

Events held in the Atrium must begin after 5 PM due to the Museum being open to the public. If rented and/or approved, you may set up your event during 9 AM - 5 PM on the day of the event.

USMM assumes no responsibility for any loss or damage to any property owned by the Client, its guests, Vendors, or other parties in the Museum.

Activities will be limited to the area dedicated to the Event by the Contract. All additional space allowances are subject to additional fees and will be charged to the credit card on file.

ALCOHOLIC BEVERAGES

All alcoholic beverage services must be served by a bartender with liability insurance and in accordance with Arkansas Alcoholic Beverage Commission laws. No self-service is allowed. Alcoholic beverages will not be served to individuals under the age of 21.

No "shots" can be served.

"Cork Popping" is not allowed. This is defined as allowing the cork stopper of champagne or other beverages to fly loose upon opening the bottle. All bottle corks or bottle caps must be removed in such a way that the cap/stopper remains in the hands of the person opening the bottle.

Bar service must stop 15 minutes prior to the end of the event.

Alcohol deliveries must take place on the day of the Event. Client must take delivery of alcohol and alcohol must remain in Client's or Client agent's custody until the Event concludes.

ADDITIONAL FEES & POST EVENT INVOICING

Charges for excess time in the Museum as stated in the Rental Contract will be automatically charged to the credit card on hold at the rates stated in these Policies.

Standard cleaning fees are a calculated portion of the rental fee. Standard cleaning fees cover mopping and buffing of the floor surfaces and cleaning normal use in the restrooms. Client understands that additional cleaning fee of \$500 may be applied in the event a cleaning service is required due to excessive cleaning. Excessive cleaning is defined to include, but is not limited to: removing catering trash from the facility, removing gum from surfaces, cleaning smears of dirt/food/other from wall surfaces; removing food dumped in toilets; cleaning up vomit or other bodily fluids from floors and/or other surfaces; removal of stains caused by decorations and/or beverages, etc.

Any repairs required for property damage will be billed to Client. Client will be provided a detailed receipt if any post event billing is required.

ANIMALS

The USMM does not allow animals, except for service dogs, which does not include emotional support.

AUDIO/VISUAL NEEDS

The USMM will provide basic AV, based on availability. Check with USMM Administration on what is available.

No sound checks may begin until the Museum closes at 5 PM, unless pre-approved by USMM Administration.

BILLING

A hold may be placed on the desired date temporarily, but a signed Rental Contract and non-refundable Retainer of 25% of the space rental are required to secure your date. If another party requests the same date; you will have two business days to sign the contract and pay the Retainer or the space will be released.

The "Area Fee" as shown on the Client Contract covers the timeframe for which the space has been rented. Planned arrival and departure times must be approved and finalized no less than fourteen (14) days prior to the date of the Event.

Full payment for rental space is due at least 30 days prior to the event. Failure to pay within this time period may result in cancellation. Any additional charges incurred during the event will be billed to the Client. Payment will be automatically charged to the credit card on hold, unless otherwise confirmed by the USMM Administration and Client.

If Client or any of Client's vendors remain in the building past the End time, exceeded past a grace period of 15 minutes, \$250-\$500 per hour will be automatically charged to the credit card on hold.

Checks should be made payable to the United States Marshals Museum.

Client must notify Vendors that Client is solely responsible for all invoices. The USMM shall not assume responsibility for Client's trade bills.

CANCELLATION

The Contract may be canceled by Client at any time prior to the reservation date. However, the Client will be expected to make payments as follows:

- 30 days prior to Event full expected payment required
- 30 60 days ½ expected remaining payment required
- 60 days or more non-refundable Retainer will be retained by USMM

The Contract may be terminated by the USMM at any time at least ninety (90) days prior to the Event upon the USMM's full refund of any payments received, including initial Retainer.

CATERING

The following information is subject to change pending completion of the Kitchen and Café of the USMM. At the date of Contract signing, the following policies will remain in effect for the Client's Event.

Caterers must provide the USMM with copies of Arkansas State Department of Health Certificate, a Liquor Off-Premises Permit (if liquor is being provided by catering) and remain in compliance with all other Vendor requirements stated in this Policy. Specifically, catering vendors must load/offload via the loading dock and entry door at the northwest corner of the Museum Building.

Client will provide its own licensed caterer. USMM reserves the right to approve all caterers. Please notify the USMM Administration Office of your choice before final contracts are signed.

The caterer and/or Client will be responsible for replenishing food, serving food, and bussing tables throughout the event. Caterers are also required to remove all food related trash, are responsible for any food/beverage spills and cleaning the catering area utilized for the event.

No food or beverages are allowed in the exhibition galleries.

The USMM does not allow open flames, candles, etc. in any interior area of the Museum with the exception of sternos for catering purposes only.

Caterer must accept responsibility for damages incurred by their staff to the Museum or Facilities.

The caterer and all catering equipment must be removed from the Museum by End time.

Additional cleaning fees will be charged to the credit card on file if there is any food, spills or trash remaining on any surface or floor space in the catering area.

Caterers must review and sign the USMM "Catering Checklist" prior to arrival.

CHILDREN WITH SUPERVISION

For the safety of everyone, children attending the event must always remain under the direct supervision of an adult.

Children under the age of 15 must be supervised at all times in any part of the Museum building or property. Supervision is to be performed by a person over the age of 21.

The ratio of children to adults should be no greater than 15:1.

CLEAN-UP

All general event, catering and decoration trash must be disposed of in the Museum dumpster, located at the north entrance.

No trash bags can be left on any carpeted surface, in any transition area between rooms, or in the access hall leading to the loading dock. All trash must be disposed of in the Museum dumpster.

Post-event cleaning and off-loading should be done with care to prevent scarring of facility surfaces.

All equipment, tables, chairs, sound system, or other items brought in by Client or Client's Vendors are to be removed from the facilities by contracted End Time unless alternate arrangements for pick-up have been made, and approved with the USMM Administration Office, prior to the Event. Any items remaining to be picked up by vendors on the following business day must be placed in the loading dock holding room.

All food-related items and all trash must be taken out of the building and put in the dumpster by the Caterer and/or Client to avoid an additional clean up fee.

Client and its Vendors are responsible for the removal of all personal belongings, rentals, and related materials from the facility by the End Time stated on the Contract.

Party-related trash (i.e., drink cans, cups, plates, etc.) found on Museum grounds after the Event concludes will incur a \$100.00 minimum grounds cleaning fee, billed to the credit card on hold.

Museum rental includes general trash removal at the end of the event. In the case of excessive trash or damage, requiring extra cleaning, a fee equal to the amount of the cleaning, repair, or replacement will be added to the final invoice. The fee will be determined by Museum Staff and be commensurate with the work involved.

No items may be stored overnight. All left-over decorations and other items will be regarded as trash unless a pickup has been prearranged.

A custodial staffing fee of \$150.00 will be implemented for events with more than 250 guests.

Please note that the USMM reserves the right to inspect all items being removed from the Museum.

CREDIT CARDS

All facility rentals must provide a credit card for the USMM to have on hold. This card will be used to charge post-event charges related to excessive cleaning, damages, and/or extended time in the facility past End time as written on the Contract

Credit card information must be provided no less than fourteen (14) days prior to your event. The Credit Card on file will be utilized to pay Retainers or full fees. Client agrees to pay a 3% surcharge on any amount paid by credit card.

Fees may be paid via check, cash, or credit card.

Visa, MasterCard, Discover and AmEx credit cards are accepted.

<u>DÉCOR</u>

USMM does not provide decorating services. Outside decorating companies may be used with prior coordination with the USMM Administration and in compliance with all other Vendor requirements stated in this Policy. Specifically, decorating vendors, including but not limited to furniture, linens, dining, and floral décor, must load/off-load via the loading dock and entry door at the northwest corner of the Museum Building.

Event set up time is included in the contract time, unless otherwise approved by USMM.

Prohibited items include: glitter, confetti, beads, crepe paper, artificial petals, cascarones, stickers, adhesives, open flames, helium balloons, bubble machines, fireworks, smoke, and fog effects, generally flammable, hazardous, or odorous chemicals or materials.

No open flames are permitted. LED candles are encouraged.

No items may be attached to Museum surfaces including floors, windows, and walls. The use of tape, wire, staples, tacks, glue, and similar items is prohibited

Event-related banners may be hung only with prior approval from the Museum and only on freestanding displays or easels. Banners that cannot be hung safely or that may cause damage to the Museum will not be approved.

DELIVERY

USMM does not allow vendors to deliver through the main entrance of the building. All Vendors should be directed to the north entrances to load/ off load.

Vendors must schedule a time for Event deliveries through the USMM Administration Office. No delivery will be accepted without pre-approval from the USMM Administration Office.

The Museum will not accept or store any freight or delivery on behalf of the Client. Items may not be

delivered prior to the contracted Event date or time frame.

All pre-event deliveries and post-event pick-ups must be within contracted Event access time, unless approved by USMM. If approved for postevent pick-up, it must be during business hours on the first business day following the Event, unless otherwise arranged.

Alcohol deliveries must take place on the day of the Event. Client must take delivery of alcohol and alcohol must remain in Client's or Client agent's custody until the Event concludes.

ENTERTAINMENT

Entertainment must end by 11 PM to allow Vendors ample time for breakdown and allow for Client clean-up of Museum.

USMM personnel on-site will stop music and turn on lights at the designated stopping time.

All entertainment sources must schedule delivery, set-up and/or special needs with the USMM Administration Office.

Additional charges may apply for special electrical requirements.

USMM will not be responsible for the safety, security, or maintenance of any equipment brought in by an outside source (instruments, music stands, sound system, etc.)

Entertainment sources will be required to provide USMM with a technical rider (as defined by the USMM: a rider is any necessary set of special requests that performers will set, pertaining to criteria for performance) three (3) weeks in advance of Client's Event outlining their equipment type, electrical set-up, and requested delivery schedule.

USMM does not allow fog, smoke, and bubble machines. Refer to "Decorations."

USMM is unable to provide staff to move props, musical instruments, staging, etc.

USMM will not provide equipment for bands or DJs, such as microphones or gaffers' tape.

ENTERTAINMENT SOURCES MAY ONLY USE GAFFERS' TAPE ON THE FLOORS.

Entertainment sources must use floor protection approved by USMM staff under all equipment during load-in and load-out.

EXHIBITION GALLERIES

Access to the Museum's 22,000 square feet of exhibit galleries is not included in the rental rate. For evening events, exhibit access can be added in the Museum Rental Contract for an additional flat rate charge. For daytime rental events, excluding the Atrium, exhibit access can be added to the Museum Rental Contract for a reduced rate of \$9.75 per person.

Absolutely no food, beverages, event equipment or decorations may be taken into exhibit galleries.

FIREWORKS

No fire or combustible materials - no flame candles. Sparklers are not allowed outside without prior approval from the USMM Administration. Requests for sparkler use will be evaluated on a case-by-case basis. ** Fireworks or any other form of pyrotechnics are distinctly not allowed at the Museum.

** Client is responsible for cleanup of sparklers and any resulting damage or injury caused by the use of sparklers, if request is approved.

FUNDRAISERS

Political fundraisers are not allowed, nor are events for candidates running for office. All media promotions or public notices for fundraising events must be approved by the Museum at least 48 hours prior to release.

Any organization seeking to use the Museum and Facilities for an event involving an admission charge for fundraising must qualify as a not-forprofit, tax-exempt organization under Section 501(c)(3) or other relevant section of the Internal Revenue Code. A copy of the Internal Revenue determination letter must be provided to the USMM Administration prior to executing the Contract. The sponsoring organization must appear on the Contract and provide a certificate of insurance in its name per the requirements stated in section "Insurance," stated below in this Policy.

FURNITURE

Client is responsible for procuring equipment and services, including but not limited to additional tables, chairs, linens, easels, etc.

The USMM provides tables and chairs up to 250 in the Atrium and 130 in the 1789 Room, unless otherwise listed in Contract.

INVITATIONS AND MARKETING

All event-related media promotions must be approved by the Museum. The use of the Museum's name to promote, advertise, or sell tickets to an event (other than as the location of the event) is prohibited unless the event is expressly hosted or sponsored by the Museum or given permission.

To secure your event, the marketing contract must be signed prior to any event-related media promotions being made. Failure to comply with this policy may result in cancellation of the event.

INSURANCE

Client agrees to have, obtain, and maintain comprehensive general liability insurance providing limits as listed below. Certificates of insurance from Client and Client's vendors must be on file with the USMM Administration Office at least 30 days prior to the Event. USMM policy requires insurance companies give USMM at least fourteen (14) days advance written notice of any reduction or cancellation of coverage during the term of the Contract. Client and its Vendors may not occupy the Museum without sufficient proof of coverages as stated throughout the Rental Policies and Procedures.

Client and its Vendors' certificates of insurance and endorsements shall meet the following requirements:

I. Certificate of Insurance must show the United States Marshals Museum, Inc. and the United States Marshals Museum Foundation, Inc. as Additional Insured, with Waiver of Subrogation and accompanying endorsement.

- II. Insurance coverage must be Comprehensive General Liability with \$1 Million per incident and \$2 Million aggregate coverage, expanded to also include:
 - a) Full Liquor Liability if selling alcohol, or
 - b) Host Liquor Liability if alcohol is provided at no extra cost.
 - and b) above must be with \$1 Million per incident and \$2 Million aggregate coverage, and
 - c) All coverage must be non-contributory coverage.

The contracted client will assume all responsibility for damages, losses, or injuries caused by the client, their guests, or any other individuals attending the event.

The contracted client shall indemnify and hold the U.S. Marshals Museum and the U.S. Marshals Museum Foundation harmless from any claims, liabilities, costs, or expenses arising from such damages, losses, or injuries.

LOAD IN AND LOAD OUT

Delivery schedules and the use of loading dock must be arranged in advance with the USMM.

The Museum does not provide dollies, carts, or other items for the loading or unloading of Client or Vendor equipment or supplies.

LOST AND FOUND

Personal items found during cleanup will be turned in to the Museum's Guest Services department and may be picked up at the Ticketing Counter during business hours, up to 60 days after the event. Items left longer than 60 days will be considered abandoned property and the Museum reserves the right to dispose of said items.

OVERTIME POLICY

All guests must be clear of the Museum 15 minutes after the contracted event End time to avoid overtime charges to the Client. Client will be responsible for paying \$250-\$500 for every hour or portion thereof that the event extends past the contracted event end time.

PARKING

Parking is subject to availability. The main parking lot has a capacity of 107 vehicles, with an overflow parking lot.

Parking at the Museum is available on a first-come basis and is limited. Client is responsible for securing additional parking and providing shuttle service if needed. USMM reserves the right to require the Client to provide traffic control personnel.

Parking accommodation for oversized vehicles must be made at least five business days advance with USMM Administration.

Due to space limitations, not all requests may be able to be accommodated.

POLICY & PROCEDURE CHANGES/UPDATES

These Policies & Procedures are subject to changes and updates. If an update is prepared prior to a previously signed Event, an updated guide will be provided to Client. Client agrees to review and acknowledge continued understanding of the Event Rental Policies & Procedures Guide. Rates and Retainer are subject to change if there is no signed contract.

SECURITY AND SAFETY

The USMM requires after hour events to have security hired by the USMM's Security team.

Security will arrive on site at the time of Museum closing (5 PM) until end of Event time to oversee facility throughout Client's time on property.

The USMM will contract with off-duty police officers or security officers no less than one month prior to Client's Event.

Security Guard fees are \$60 per hour per guard. Security Guard fees will be communicated to Client at time of securing contract. The USMM is responsible for determining the amount of Security staffing necessary for each event and will arrange and schedule staff. All fees for Security staffing are the responsibility of the client.

GUEST COUNT	SECURITY REQUIRED
1 – 100	1
100 - 200	1 - 2
200 - 300	2 - 3
300 - 400	3 - 4

The final guest count must be completed and submitted to the USMM 30 days before the event. The Client is responsible for payment to USMM for stated Security Guard fees at the time of final facility payment.

If Client's entertainment, speakers, VIPs, dignitaries, etc. have their own private security, armed or otherwise, the USMM Administration Office must be notified a minimum of 30 days prior to the Event.

Clients are responsible for ensuring proper conduct among guests. Persons attending a function appearing to be intoxicated or demonstrating unruly behavior may be asked to leave by USMM staff or security.

SMOKING

The USMM has a No-Tobacco-Use Policy. This includes all types of tobacco products, electronic cigarettes, and vapor pipes. This policy applies to the interior of the building, café, patio, and all exterior areas within 25' of any entrance door.

VENDORS

The USMM does not have restrictions to who your Vendors can or cannot be. However, you are required to have a licensed caterer. All catering vendors are required to review and sign the Museum's vendor policy document prior to each event. See "Catering."

All service providers (rentals, caterers, florist, photographers. decorator, music/entertainment, etc.) must be approved by the Museum at least 30 days in advance of the event date. Vendors are required to notify USMM of their equipment type, electrical set-up needs, and requested delivery schedule at least 14 days in advance.

The USMM will not provide any equipment or setup of vendor equipment. It is the responsibility of the vendor to always use appropriate floor protection. The Museum reserves the right to prohibit any equipment needing more power than the standard electrical outlet provides or any equipment that the Museum believes is inappropriate for the site.

WEDDINGS

A one-hour ceremony rehearsal is included in the rental rate and must be pre-arranged with USMM staff. Rehearsal space is based on availability and not guaranteed to be in the location of ceremony.

The USMM is not equipped to provide wedding coordination services. Clients are not required to have full service or day-of coordinators, but they are encouraged.

ADHERENCE TO EVENT RENTAL POLICIES AND PROCEDURES

By signature below, the Client confirms that she/he has read and understands the Event Rental Policies and Procedures and initialed all pages.

The Client agrees to adhere to all requirements herein stated.

Client agrees to share this document with their Vendors or assistants (catering, entertainment, security, etc.) to familiarize all parties involved with the Policies and Procedures for the United States Marshals Museum.

Agreed to by: _____

Date: _____