

# CONTRACT FOR THE AFTER HOURS USE OF THE LOUISIANA CHILDREN'S MUSEUM

The Louisiana Children's Museum (hereinafter "LCM") and \_\_\_\_\_ (hereinafter "Sponsor") hereby enter into this agreement for the lease of space (hereinafter "Agreement") within the LCM, and for the provision of certain additional services and equipment for the purpose of holding a private function/event (hereinafter "Event") on \_\_\_\_\_ (the "Event Date") from \_\_\_\_\_ p.m. (the "Event Commencement Time") to \_\_\_\_\_ p.m. (the "Event Termination Time"), with all of the terms and conditions of the Agreement more fully set forth below.

## 1. Rental fee and Number of Guests:

This Agreement is for the use of the \_\_\_\_\_ floor(s) (excluding the mezzanine level office space) of the LCM's premises located at 420 Julia Street, New Orleans, Louisiana ("the Museum"). The rental fee of \$\_\_\_\_\_ is based upon a maximum number of \_\_\_\_\_ guests. **The balance of this charge is due 14 days prior to the event.**

## 2. Security Deposit:

**A non-interest bearing security deposit of \$500 must be paid to the LCM upon execution of this Agreement.**

## 3. Hours of Access to Museum:

Sponsor may have access to the Museum for the purpose of site preparation on \_\_\_\_\_ at \_\_\_\_\_ p.m. Site preparation shall not interfere with operations of the LCM during LCM's normal hours of operation to the public. Although all guests should leave the Museum by the close of the event, Sponsor may remain in the Museum for the purpose of cleaning up and removing its equipment until one hour after the Event Termination Time. Should Sponsor remain in the Museum later than one hour after the event Termination Time, Sponsor shall pay an additional charge at the rate of **\$200.00** per hour or portion of an hour. Such additional charges shall be deducted from Sponsor's Security Deposit.

## 4. Damages and Return of Deposit:

The deposit shall serve as a security for Sponsor's obligations pursuant to this Agreement, in the event of an improper cancellation by sponsor, and in the event of nonpayment of charges or damages to the Museum. The terms for return of the deposit are as follows:

- (a) **Cancellation:** If Sponsor cancels this Agreement by written notice delivered within thirty days in advance of the event, it will be considered a timely cancellation. Upon such timely cancellation, \$250 of the deposit shall be returned to Sponsor and \$250 shall be forfeited by Sponsor and retained by the Museum. Upon cancellation by Sponsor less than thirty days in advance of the event, the entire deposit shall be forfeited and shall be retained by the Museum.
- (b) **Damages:** Sponsor assumes full responsibility for any damages to the Museum or its exhibitory caused in connection with Sponsor's use of the Museum. If any repairs or additional clean-up are necessary, the deposit shall be applied to the cost of such repairs or clean-up. Sponsor agrees to pay within fourteen days the costs (as determined solely by the Museum) of such repairs and clean-up in excess of the deposit so applied, and agrees to pay reasonable attorneys' fees necessary to enforce any such liability.
- (c) **Return of Deposit:** In the event all charges are paid, there are no damages, and all terms of this Agreement have been complied with, the entire deposit shall be returned to sponsor within thirty days following the Event Date.

## 5. Use of Museum Premises:

No alteration or relocation of any exhibits or any portion of the Museum shall be permitted unless agreed to in writing fourteen days before the Event Date. The leased area shall be used for the following purpose: \_\_\_\_\_. The use of or permitting the use of the premises for any unlawful purposes or for any activity of a type that is not considered by the LCM to be appropriate for the use of the Museum shall constitute a breach of this agreement by Sponsor. The Museum reserves and retains all rights to cancel the event and close the Museum, without returning any amount to Sponsor, in the event of activities that are or could be detrimental to the Museum and its reputation, which right shall be at the sole and exclusive discretion of the Museum. Sponsor acknowledges and agrees that the LCM may, from time to time, modify, alter, rebuild or otherwise change exhibits at the Museum. The LCM will use reasonable efforts to advise Sponsor in advance if exhibit modifications will take place during the time an Event has been scheduled. Should Sponsor determine that such modifications will adversely impact the Event, Sponsor may elect to cancel the Event and Sponsor's deposit will be returned to Sponsor within thirty days of delivery to the LCM of Sponsor's written notice of cancellation.

## **6. Set-Up and Clean-Up:**

Sponsor is responsible for set-up of the event, and for clean-up at the conclusion. Clean-up includes, but is not limited to, breakdown and removal of all tables, chairs, and equipment, removal of all litter and garbage from the Museum, removal of all food, beverages and any and all materials brought to the premises by Sponsor, its guests, the caterer, musician and entertainer. The premises shall be left in at least as good condition as delivered to Sponsor before set-up.

## **7. Qualifications of Caterers:**

A list of regulations will be provided for your choice of caterer(s). **At least fourteen days prior to the event, the Sponsor and caterer must read and sign, and agree to abide by each provision.**

## **8. Qualifications of Musicians and/or Entertainers**

A list of regulations will be provided for your choice of musician and/or entertainers. **At least fourteen days prior to the event, the Sponsor and the musician and/or entertainer must read and sign, and agree to abide by each provision.**

## **9. Service of Alcoholic Beverages:**

If alcoholic beverages are to be served at the function, then Sponsor shall provide the LCM with a copy of the server's permit or license **fourteen days before the event**. Sponsor assumes all responsibility and liability for the service and providing of alcoholic beverages and further agrees to comply with all laws relating to the consumption of intoxicants and agrees to indemnify, defend and hold harmless the LCM for any claims arising out of or relating to the service of alcoholic beverages.

If alcohol is to be sold at the event, the Sponsor must obtain a Special Event Permit from the Louisiana Office of Alcohol and Tobacco Control. A copy of the permit must be provided to the LCM Events Coordinator seven days prior to the event. A special event is an event held at any location where alcoholic beverages are served as an incidental part of the event for payment rendered or are supplied as part of a general admission or other type fee. Special events do not include private parties where no sales are made or fee charged, and where the only purpose in applying is to obtain product or services from a wholesale dealer.

## **10. No Smoking:**

Smoking is prohibited in the Museum. Sponsor is responsible for enforcing this rule, and shall not place ashtrays or matches in the Museum. Anyone smoking in the Museum will be asked to leave.

## **11. No Assignment:**

This Agreement is strictly personal, and Sponsor may not under any circumstances assign or sublet its rights or obligations hereunder.

## **12. Cancellation by the LCM:**

If the LCM cancels this Agreement, the LCM shall return Sponsor's deposit to Sponsor and the LCM shall have no further obligation or liability to Sponsor arising out of this Agreement.

## **13. Indemnification and Hold Harmless:**

Sponsor agrees to be responsible in the event of any personal injury or damage to property sustained in connection with or in any way arising out of the Event or Sponsor's use of the Museum, and agrees to defend, indemnify and hold harmless the LCM, its agents, directors, officers, employees and volunteers against any and all loss, damage, claims, liabilities and expenses (including attorneys' fees and costs) that may arise through the intentional act, negligence, fault or strict liability of any person or party, unless caused by the sole fault or sole negligence of the LCM or its agents, directors, officers, employees and volunteers. Sponsor warrants that it has in force and effect liability and property insurance with limits of at least one million dollars and, upon request, shall furnish the LCM with a copy of such insurance.

**14. Security:**

Sponsor is solely responsible for all security in connection with the event **for one hour before the Event Commencement Time and for one hour after the Event Termination Time**. Sponsor shall retain at its sole cost and expense at least two security officers for a party of three hundred or fewer guests, at least three security officers for parties of more than three hundred guests, and at least four security officers for parties of more than five hundred guests for the event. The security officers to be retained by Sponsor shall be at least one New Orleans Police Officer and the others either off-duty police officers or private security officers.

**15. Additional Items to be Provided by the LCM:**

- (a) Use of all exhibits within area of event
- (b) Floor Staff to assist with exhibits
- (c) One Administrator
- (d) Cleaning Staff

**16. Additional Items to be Provided by Sponsor:**

- (a) Food & beverage
- (b) Decorations
- (c) Entertainment
- (d) Tables, chairs & linens

**17. Disputes:**

Should any dispute arise under this Agreement, exclusive jurisdiction and venue for such dispute shall be in the federal or state court presiding in Orleans Parish, State of Louisiana. Any disputes will be governed by Louisiana law.

**Agreement by Sponsor:**

\_\_\_\_\_  
Print Name of Sponsor

\_\_\_\_\_  
Print Name and Title of Sponsor's Authorized Agent

\_\_\_\_\_  
Signature by Sponsor's Authorized Agent

\_\_\_\_\_  
Date

**Acceptance by Louisiana Children's Museum:**

\_\_\_\_\_  
Halle Kaplan-Allen  
Marketing & After Hours Events Coordinator

\_\_\_\_\_  
Date