



Event Rental Policies and Procedures Guide

Thank you for considering the United States Marshals Museum for your Event. The USMM offers space within the building and grounds for business meetings, conferences, receptions, weddings, dinners and other events. Please note that such activities may not interfere with the normal public operation of the USMM and are subject to the policies and procedures outlined in this document.

We look forward to working with you and we realize that each event is unique. For this reason, please note that 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.

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

In response to any public health emergency, the USMM will follow all CDC and Arkansas Department of Health Guidelines that are in effect on an event date as to capacity, social distancing, and PPE requirements.

Definitions

USMM. For the purpose of this document, the acronym "USMM" is used to define the United States Marshals Museum, Inc., a 501(c)(3) Non-Profit business entity.

User. For the purpose of this document, the word "User" is used to define the individual and/or organization who executes the User Agreement.

Museum. For the purpose of this document, the word "Museum" is used to define the building and land within the physical boundaries of the USMM property.

Event. For the purpose of this document, the word "event" is used to define the time-period during which a specific space of the Museum will be occupied by the User.

Vendor. For the purpose of this document, the word "Vendor" is used to define as any person or organization hired (for fee or donated) by User to perform services related to User's Event.

Facilities. For the purpose of this document, the word "Facilities" is used to define all equipment, furniture, and any other movable property located in or on the USMM land or building.

Agreement. For the purpose of this document, the word “Agreement” is used to define the Usage Agreement, which will outline User and Event specific details.

I. General Event Information

Events at the Museum must be social, cultural, recreational, corporate, educational or personal in nature. USMM will not discount use of the facility for political or religious events.

User 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 Agreement. Any money paid will be refunded in the event of such emergency.

Any organization seeking to use the Museum and Facilities for an event involving an admission charge for fundraising must qualify as a not-for-profit, 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 Office prior to executing the Agreement. The sponsoring organization must appear on the Agreement and provide a certificate of insurance in its name per the requirements stated in section “IV – Insurance” stated below in this Policy.

Currently, the USMM is offering venue space **only**. User will be responsible for the rental, delivery, set-up, take down, and return of all chairs, tables, pipe and drape and all other items required for the Event.

User must submit a list of all vendors involved in Event production, along with their certificates of insurance, at least thirty (30) days prior to the Event.

Vendors must coordinate delivery/arrival times with Museum Administration Office no later than two (2) weeks prior to the Event. Delivery/arrival times are subject to USMM approval. User must notify Vendors that User is solely responsible for all bills. The USMM shall not assume responsibility for User’s trade bills.

USMM staff has authority over all activities in the Museum and reserves the right to remove individuals engaging in improper conduct.

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 the building.

Persons attending a function appearing to be intoxicated or demonstrating unruly behavior may be detained by security. The USMM reserves the right to remove from its premises any person whose behavior is disruptive.

User and its Vendors are responsible for the removal of all belongings, rentals, and related materials from the facility by the "End Time" stated on the Usage Agreement. Please note that the USMM reserves the right to inspect all items being removed from the Museum.

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

Activities will be confined to the area dedicated to the Event. All additional space allowances are subject to additional fees.

Weapons of any kind are not permitted within the Museum. Exceptions include law enforcement and licensed security officers on official duty. Further exceptions are granted to unloaded weapons used in educational programing, living history demonstrations and exhibits.

User shall not use the premises or property of the USMM for any purpose, activity or business other than what has been agreed upon in writing.

The USMM does not allow animals, with the exception of service dogs.

II. Parking

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

III. Security

Security is required for all events with attendees of 100 or more and/or if events serve alcohol, regardless of attendee count. It is User's responsibility to provide security at its Event. Security personnel can be any person over the age of 21 that will not partake in alcohol during the event, having full rights and ability to control User's attendees. This person may be a licensed security officer or off-duty police officer, or private individual.

USMM policy requires one (1) Security Officer for every one hundred (100), or fraction thereof, persons in attendance of User's Event. User is responsible for hiring the required security personnel.

If User's entertainment, speakers, VIPs, dignitaries, etc. have their own private security, armed or otherwise, the USMM Administration Office must be notified 48 hours prior to the Event.

IV. Insurance

User agrees to have, obtain and maintain comprehensive general liability insurance providing limits as listed below. Certificates of insurance from User and User's vendors must be on file with the USMM Administration Office at least thirty (30) days prior to the Event. USMM policy requires insurance companies give USMM at least ten (10) days advance written notice of any reduction or cancellation of coverage during the term of the Event Agreement. User and its Vendors may not occupy the Museum without sufficient proof of coverages as stated throughout the Rental Policies and Procedures.

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

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.

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;
 - a) and b) above must be with \$1 Million per incident and \$2 Million aggregate coverage, and
- c) All coverage must be non-contributory coverage.

V. Guest Supervision

Children under the age of 15 years old cannot be left unsupervised. A person over the age of 21 must supervise children at all times.

VI. Catering

Caterers must provide the USMM with copies of Arkansas State Department of Health Certificate, a Liquor Off-Premises Permit and remain in compliance with all other Vendor requirements stated in this Policy.

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

Cash bars must employ a licensed bartender.

Liquor service must stop 30 minutes prior to the end of the Event.

Caterer is responsible for providing its own electrical equipment and accessories.

Caterer must provide all food service supplies, bars, etc. for the Event.

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

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

The caterer and/or User will be responsible for food service clean-up during and after the Event, as well as, cleaning catering area, floor, other spaces utilized for the Event and removing all trash incurred by activities of the Event.

Final floor plan/room setup must be completed and submitted to USMM Administration Office one (1) week prior to the Event.

Final guest count must be completed and submitted to USMM Administration Office seventy-two (72) hours prior to the Event.

VII. Decorations

USMM provides no decorating services. Outside decorating companies may be used with prior coordination with the USMM Administration Office and in compliance with all other Vendor requirements stated in this Policy.

Event related banners, posters and signage can be displayed only with prior approval from USMM and only on freestanding displays or easels.

The USMM does not allow items such as glitter, confetti, or rice.

The use of tape, wire, staples, tacks, glue or similar items is strictly prohibited. Do not affix decorations or other materials to any portion of the Museum or Facilities.

No fire or combustible materials – no flame candles, sparklers, water related displays (such as fountains) smoke or fog machines allowed at the Museum.

VIII. Entertainment

Entertainment sources must comply with all other Vendor requirements stated in this Policy.

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

Additional charges may apply for special electrical requirements.

All music must conclude 30 minutes prior to the end of the Event.

USMM will not be responsible for 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 three weeks in advance of User's Event outlining their equipment type, electrical set-up, and requested delivery schedule.

USMM does not allow fog, smoke and bubble machines.

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 must use floor protection approved by USMM staff under all equipment during load-in and load-out. **Entertainment sources may not use tape on the floors.**

IX. Deliveries

USMM does not allow deliveries made through the main entrance.

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

All Pre-Event deliveries must be within 48 hours of the Event. Post-Event pick-up must be during business hours on the first business day following the Event.

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

X. Trash, Spills and Clean-up

Before, during and after the Event, all trash must be disposed of in heavy-duty trashcan liners, and should be supplied by the User. Regarding Event-related trash, User is responsible for ensuring that guests use the trash receptacles as needed. As trash bags are filled, User will remove from the building and place in the Museum trash bin(s) outside near the loading dock, or next to them if the bins are full. 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. No loose trash should be left in the building or on the Museum grounds.

Spills must be cleaned as soon as possible and signage placed marking possible slip and fall risk. The Museum will provide a mop and bucket and necessary signage. The bucket must be used in conjunction with the mop to prevent dripping across other areas of the floor.

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 User or

User's vendors are to be removed from the facilities unless arrangements for pick-up have been made 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 out of the building before User leaves the premises, with no exceptions.

In the event that party-related trash (i.e. drink cans, cups, plates, etc.) is found outside on Museum grounds after the event takes place, the User will incur a \$100.00 grounds cleaning fee to be billed after said event.

XI. Additional Fees & Post Event Invoicing

The Area Fee as shown on the Usage Agreement allows for a 2-hour set-up time, 4-hour event, and 2-hour take-down time. This is a suggested use of the total of 8 hours. User may utilize the 8-hour rental time in the manner most suited to their Event. Each additional hour or increment thereof, on or in the Facility, will result in an additional fee of \$50. If User is in or on the Facility longer than the pre-paid timeframe stated in the Usage Agreement, User agrees to pay for any additional time used at this stated rate upon receipt of an invoice post-event.

Staff members assigned to be present in the museum during the Event plan their schedules in advance. Therefore, the Start Time and End Time stated in the Agreement cannot be extended less than seven (7) days prior to the date that the Event takes place.

Cleaning Fees are based upon area reserved. As prices charged to the USMM are subject to change, we do not publish cleaning fees. These fees are determined at the time a Usage Agreement is developed. Service fees are based upon the cleaning fee and, therefore, cannot be determined until the Usage Agreement is developed. User understands that additional cleaning fees may be applied in the event the cleaning service used by the USMM charges an "excessive cleaning" fee. User agrees to pay excessive cleaning fees upon receipt of an invoice post-event.

Credit Cards may be utilized to pay deposits or full fees. User agrees to pay a 3% surcharge if using credit cards.

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

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

XII. Cancellations

The Agreement may be canceled by User at any time prior to the reservation date. However, USMM reserves the right to receive payments as follows:

- 0-7 Days prior to Event – full expected payment required
- 90 days or less – ½ expected payment required
- 91 days or more - non-refundable deposit will be retained by USMM

The Agreement 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 deposit.

XIII. 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 User. User agrees to review and acknowledge continued understanding of the Event Rental Policies & Procedures Guide.