



## **Facilities Rental Policies and Procedures Guide**

The United States Marshals Museum offers a variety of spaces within the building and grounds for business meetings, conferences, receptions, weddings, dinners and other event rental need. 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, as well as any date-and-time-specific details outlined in subsequent addendum(s).

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.

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.

**Start Time.** For the purpose of this document, “Start Time” is used to define the time at which User or User’s representatives or vendors may arrive at the Museum to begin set-up for their Event. Start Time is designated on the Usage Agreement.

**End Time.** For the purpose of this document, “End Time” designated on the Usage Agreement and is defined as the time by which:

- a. the facility is to be emptied of all trash, which is to be placed in receptacles provided at the loading dock (including food/paper/cans/bottles/decorations/etc. on floors, including restrooms)
- b. all furnishings and decorations must be removed from the building or placed in the holding room at the loading dock for later pickup
- c. and all persons out of the building.

## **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 events, religious events or for non-profit organizations.

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.

**Events held in the Atrium must begin at/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.**

Vendors must coordinate delivery/arrival times with Museum Administration Office no later than two weeks (14 days) prior to the Event. Delivery/arrival times are subject to USMM approval. User must notify Vendors that User is solely responsible for all invoices. The USMM shall not assume responsibility for User's trade bills.

USMM staff and Security Guards have 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 any entrance door.

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 and will be charged to the credit card on file.

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. Fees**

The "Area Fee" as shown on the Usage Agreement covers the timeframe for which the space has been rented. Planned arrival and departure times must be approved and finalized no less than seven (7) days prior to the date of the Event.

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

### **III. Credit Cards**

All facility rental agreements 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 Usage Agreement.

Credit card information must be provided no less than seven (7) days prior to your event. The Credit Card on file will be utilized to pay deposits or full fees. User 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.

### **IV. Required Off-Duty Police Officer or Licensed Security Guard and Guest Supervision**

Security is required for all events with attendees of 100 or more. The USMM will contract with off-duty police officers or security officers no less than one month prior to User’s Event. Security Guard fees are set at time of contract; therefore, cannot be estimated in advance. Security Guard fees will be communicated to User at time of security contract. User is responsible for payment to USMM for stated Security Guard fees.

If User’s entertainment, speakers, VIPs, dignitaries, etc. have their own private security, armed or otherwise, the USMM Administration Office must be notified a minimum of 2 months prior to the Event.

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 adult should be no greater than 15:1.

Users 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.

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

## **V. Curfew and Contracted “End Times”**

All guests and vendors must be out of the event space by contracted End Time. Clean up of the facility space must be completed by contract End Time. See User Agreement for specific End Time in the space rented.

End Time may be extended for very specific needs or event purposes with prior approval by USMM Administration. \$500 per hour will be charged to the credit card on file when access is extended past 12 Midnight. With daytime/evening rentals, \$250 per hour will be charged to the credit card on file when access is extended past rented access time.

## **VI. 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 two weeks (14 days) 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:

- 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.
    - i. 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.

## **VII. Catering**

*The following information is subject to change pending completion of the Kitchen and Café of the USMM. At the date of Usage Agreement signing, the following policies will remain in effect for the User’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/off-load via the loading dock and entry door at the northwest corner of the Museum Building.

User 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.

Cash bars must employ a licensed bartender.

**Liquor service must stop 30 minutes prior to the designated Lights Up time.**

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.

“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 a way that the cap/stopper remains in the hands of the person opening the bottle.

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

The caterer and/or User 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. Caterer and all catering equipment must be removed from the Museum by or before 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.

## **VIII. 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. 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.

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, feathers, or rice.

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

As stated in Section “VII. Catering” in this policies guide, “Cork popping” is not permitted. This is defined as allowing the cork stopper of champagne or other beverages to fly loose upon opening

the bottle. This is applicable to all events, even those that take place on holidays or other celebrations.

No fire or combustible materials – no flame candles. Sparklers are not allowed outside without prior approval from the Museum 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.

No water related displays – no fountains, smoke, bubble, or fog machines allowed inside the Museum building.

## **IX. Entertainment**

Entertainment sources must comply with all other Vendor requirements stated in this Policy. Specifically, entertainment vendors must load/off-load via the loading dock and entry door at the northwest corner of the Museum Building.

Performance restrictions will apply to all entertainment:

- a. Events with **100 people or less** –  
**All music** (band, DJ, or other) **must stop** and all house lights will be brought to full level a **minimum of 1 hour** before the End Time stated on the Usage Agreement.
- b. Events with **more than 100 people** –  
**All music** (band, DJ, or other) **must stop** and all house lights will be brought to full level a minimum of **1 & 1/2 hours before the End Time** stated on the Usage Agreement.
- c. USMM personnel on-site reserves the absolute right to stop music and turn on lights at the designated stopping time [see (a.) and (b.)].
- d. The renter is welcome to stop music and request lights prior to these designated times if they deem it necessary in order to vacate the building by End Time.

All entertainment sources must schedule delivery/set-up/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 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 User's Event outlining their equipment type, electrical set-up, and requested delivery schedule.

USMM does not allow fog, smoke and bubble machines. Refer to Section “VII 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 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 OR WALLS.**

## **X. Deliveries**

**USMM does not allow vendors to deliver through the main entrance of the building.** All Vendors should be directed to the north-side entrances to load-in or load-out.

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.

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

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.

## **XI. Trash, Spills and Clean-up**

Before, during, and after an Event: all trash must be disposed of in heavy-duty trashcan liners, 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)/Museum dumpster behind the building 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 upon request. 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 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 out of the building before User leaves the premises, with no exceptions, to avoid an additional clean up fee.

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

## **XII. Additional Fees & Post Event Invoicing**

Charges for excess time in the Museum as stated on the Usage Agreement 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. User understands that additional cleaning fee of \$500 may be applied in the event a cleaning service is required due to excess. Excessive cleaning is defined to include, but is not limited to, circumstances such as: removing 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. Any repairs required for property damage will be billed to User. User will be provided a detailed receipt if any post event billing is required.

## **XIII. 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:

- **30 days** prior to Event – full expected payment required
- **30 – 60 days** – ½ expected payment required
- **60 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.

## **XIV. 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.

## **XV. 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. Rates and deposit are subject to change if there is no signed agreement.

### ***ADHERENCE TO EVENT RENTAL POLICIES AND PROCEDURES***

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

User agrees to adhere to all requirements herein stated.

User 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: \_\_\_\_\_