



RULES AND REGULATIONS

Forfeiture of Damage Deposit and/or Additional Charges

- 1.1 In the event of any law enforcement agency called to assist with a disturbance caused by the USER and/or its guests during the event, all deposits received from the USER will be forfeited.
- 1.2 If during the event any damage occurs to the facilities or grounds and/or any policies are broken by the USER as outlined in the contract, the damage deposit will be forfeited by the USER.
- 1.3 If during the event no damage occurs to the facilities or grounds and all policies are followed by the USER as outlined in the contract, the damage deposit refund will be processed by the 15th day of the month following the event.
- 1.4 If alcohol is served or brought in by the USER and/or its guests without banquet permit, the USER will forfeit the entire damage deposit.
- 1.5 In the event the USER and/or subcontractors of the USER utilizes any area or areas not stated in Para. 1 of the agreement, the USER will be charged the full rental price of any and all additional areas used.
- 1.6 In the event the USER arrives *before* the agreed upon Move-In Time stated In Para. 3, the USER will be charged an additional fee of \$100 per hour in whole hour increments.
- 1.7 The USER and all subcontractors of the USER agree to vacate the site at or before the time agreed upon in Para 3. If the USER has not vacated by the agreed time, a fee will be deducted from the damage deposit at a rate of \$100 per hour or part thereof.
- 1.8 Any damage to fixed or moveable property is subject to forfeiture of the Damage Deposit in an amount that shall be at the sole discretion of the MUSEUM. If the damage repair is greater than the amount of the Damage Deposit, the additional cost will be billed to the USER.
- 1.9 The USER is responsible to return the facilities in as good a condition as when received, less normal wear and tear. Any additional clean-up required may be done by the USER, or a fee will be deducted from the Damage Deposit for such work.
- 1.10 The USER is responsible for the removal of all trash accumulated during the event.

ALCOHOL POLICY

- 2.1 The use of alcohol at events is permitted subject to the following –
- 2.2 If a licensed caterer is being hired by the USER from the list of approved caterers then USER shall be responsible for ensuring that the caterer is either licensed as a

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Liquor Caterer or a Caterer with Liquor Endorsement by the Washington State Liquor and Cannabis Board. USER shall be obliged to comply with the terms and provisions of such license and failure to do so, or failure to ensure that their Caterer does so, shall be deemed a major breach of this agreement entitling the MUSEUM to cancel the agreement forthwith and terminate any event in progress.

- 2.3 A Washington State **Banquet Permit** is required when alcohol is being served at the Yakima Valley Museum by USER and/or guests. An application can be completed online at: <http://liq.wa.gov/licensing/banquet-permits>.
- 2.4 A banquet permit is a permit you apply for that allows the service and consumption of liquor at a *private, invitation-only* banquet or gathering held in a public place or business. Banquet permits cost \$10 per day. Liquor licensing regulations state: "The event may not be open or advertised to the public *to include social media*. Liquor must be free of charge or brought by individuals attending the event. No separate or additional charge may be made for liquor, and donations cannot be accepted. The event cannot be for business promotions. Liquor must be purchased from a retail store at full retail price."
- 2.5 **Nonprofits** only may apply for a **Special Occasion license** that allows a registered nonprofit organization to sell spirits, beer and wine by the individual serving for on-premises consumption at a specified date, time and place (i.e. fundraising dinner, gala event, auction, wine tasting). Any alcohol that is consumed at a special occasion event must be sold by the special occasion licensee. Alcohol cannot be given away.
- 2.6 Licenses are not required if a licensed caterer is hired.
- 2.7 The Banquet Permit/Special Occasion License must be displayed in a conspicuous place during the event.
- 2.8 A copy of the Banquet Permit must be made for Museum records and sent to the museum at least one week prior to the event. Failure to supply a copy of the liquor license to the museum is a breach of contract and the MUSEUM shall be entitled to cancel the event.

SMOKING:

Smoking is prohibited in the museum.

SECURITY POLICY

If security is needed. The cost of hiring security is the sole responsibility of the Rental Party. Security must be present during the entire event.

DECORATIONS POLICY

- 3.1 Confetti, glitter or other small particles of decorating materials are not allowed. No rice, confetti, sprinkles, bird seed, bubbles, sparklers, streamers or glitter sprays

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may be used. No nails, hooks, tacks, screws or any form of glue may be driven into, or used on, any part of the facilities, nor may any alterations of any kind be made to anything by USER except with the expressed prior written consent of MUSEUM. No flower petals or confetti may be scattered inside or outside at the museum. The USER, guests, florists, decorators, caterers, musicians, and photographers, etc. shall all comply with these rules and regulations.

- 3.2 Facilities must be left in the condition in which they were found. The USER is responsible for the removal of all trash accumulated during the event.
- 3.3 Helium balloons may not be used anywhere in the Museum.
- 3.4 Attachable decorations such as banners and streamers may not be used anywhere in the Museum's property.
- 3.5 Candles may not be used, nor shall USER stage any act or performance in which fire or flame is involved without the prior written permission of the appropriate fire official and the MUSEUM.

SETUP AND CLEANUP

- 4.1 The Rental Party is responsible to return the facilities in as good a condition as when received, less normal wear and tear. Please see clean-up checklist for complete details.
- 4.2 Any Museum dishes and glassware used by the Rental Party and/or its subcontractors must be scraped, rinsed, washed prior to being placed in the Museum's industrial sanitiser and put away in the correct locations at the end of the event. All utensils must be left to soak in soapy water filled buckets.

GENERAL RULES

- 5.1 Any children under the age of 12-year-old must be supervised at all times during the rental period by their parent/parents or a designated adult, 18 years and older.
- 5.2 Museum displays and informational items are not to be covered. No displays or informational items can be removed.
- 5.3 Tables used for serving food and beverages, must *not* be placed on the carpet.
- 5.4 All set-up and decorations must be picked up at the end of the function/your event. Anything not taken or picked up will be disposed of the following day.
- 5.5 MUSEUM shall have sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition or event. Such items shall be disposed of at the discretion of the Museum.

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- 5.6 MUSEUM shall not be responsible for any personal property which is lost stolen, damaged, or destroyed while on the MUSEUM'S premises and USER shall indemnify MUSEUM from any and all claims relating to such.

These rules and regulations will be strictly enforced.

_____ USER Initials