

BUILDING RENTAL POLICY

Douglas County Historical Museum District

Updated October 24, 2019

Purpose

The purpose of the building rental policy is to generate additional income to benefit the Douglas County Museum within the contract specifications to protect the collection and property of the District.

Application

An application is required before a building rental can be considered. The applications are to be submitted to the Executive Director, and then to the Board for review.

Contracts

There are two separate contracts, one allowing alcohol and one not allowing alcohol, to administer this policy. All contracts must be approved by the Board. The Museum District reserves the right to require the Lessee to have liability insurance and/or to sign a Waiver of Liability and Hold Harmless Agreement.

Restrictions

No building rental requests with alcohol from an outside party will be approved. Such requests from the Museum Association of Douglas County, a trustee of the Douglas County Historical Museum District, and/or the Douglas County Historical Museum District Board will be considered. Such a request must be made, at least 30 days in advance of the event date, and approved by the Douglas County Historical Museum District Board.

Authorizations

The Executive Director is authorized to approve all building rental requests without alcohol, as he/she deems appropriate for the use of the building with adequate protection for the Douglas County Museum Collection, with the exception of building rental requests that interfere with the regular museum operating hours. The Executive Director will forward those requests to the Douglas County Historical Museum District Board for refusal or approval.

The Executive Director is further authorized to refuse all building rental requests with alcohol from an outside party. Any such requests from the Museum Association of Douglas County and/or a trustee of the Douglas County Historical Museum District, the Executive Director is director to forward to the Douglas County Historical Museum District Board



BUILDING RENTAL FEES AND APPLICATION

700 S. Main St. Tuscola, IL 61953 217-253-2535

RENTAL FEES

Any hours from 7:00AM to 10:00PM

Earlier or later hours may be requested and require Board approval

<u>Member Fees</u>	<u>Non-Member Fees</u>	<u>Length of Rental</u>
\$30.00	\$50.00	Up to 2 hours
\$60.00	\$100.00	Up to 4 hours
\$90.00	\$150.00	Up to 6 hours
\$110.00	\$200.00	Up to 8 hours
\$140.00	\$250.00	Up to 10 hours
\$175.00	\$250.00	Per Day – 7AM – 10PM (and overnight if multiple days)

Security Deposit equal to total rental cost is required 30 days before rental start date.

Building information –

- Use includes main exhibit area, kitchen, bathrooms and access to cleaning and trash areas.
- If food is served, a Health Department Certificate must be applied for, granted and posted in kitchen prior to the event.
- If beer/wine is planned for the event and approved, Lessee agrees to provide, no less than two weeks prior to the event an insurance certificate naming the museum as a 3rd party insurance and proof of Illinois dram license.
- 8'x8' stage, 12 inches tall (can be moved)
- Microphone / Speaker
- Fire code limits - With chairs only-299 person limit. With tables and chairs-150 person limit.
- If tables and/or chair are needed, they are available for use. Lessee is responsible for set-up and knock-down with direction and instruction by the Museum’s Executive Director required.
- Signage and decorations must be approved by the Museum two weeks in advance.
- If rental requires any exhibits to be moved, arrangements must be made with the Museum’s Executive Director. Note that some items/displays cannot be moved.

Cancellation Policy –

Full refund if museum is notified in writing 30 days prior to rental start date.
 50% refund if museum is notified in writing 15 days prior to rental start date.
 25% refund if museum is notified in writing 7 days prior to rental state date.
 No refund if museum is notified in writing less than 7 days prior to rental start date.

Name of the Event: _____

Brief Description of the type of event: _____

Approx. Number of People Expected: _____

Date(s) and Hours for the building rental: _____

Will beer and/or wine be brought onto the premises? Yes No

If yes, see page 1 for special requirements.

Will food be served? Yes No

Renter: _____

Mailing address _____

Work or Home Phone #: _____ Mobile Phone #: _____

Name of organization, if applicable _____

Mailing address: _____

Application must be submitted at least 45 days before the event unless Board approval has been obtained for less notice. To receive approval in a timely manner, the application should be submitted by the last Tuesday of a month. Upon approval by the Board, the renter's event will be added to the Museum calendar and a rental agreement provided for signatures. Renter can request a copy of the rental and waiver agreement at the time of application for his/her review. Proof of insurance may also be required.

Renter signature _____ Date of application _____

Museum Use Only

Date – application received _____

Approval by board: Yes____ No____ Date_____

Executive Director or District Trustee signature _____ Date _____



**BUILDING LEASE AGREEMENT
Form A – No Alcohol**

This agreement, made this _____ day of _____, 20__ by and between the Douglas County Historical Museum District, Douglas County, Illinois, hereinafter referred to as the Museum, and _____ hereinafter referred to as Lessee for the use of the Museum by _____ for the term of this lease.

Section One - Leasing

The Museum agrees to lease the Building based under the terms and conditions set forth in this agreement and the Lessee agrees accept the Building in its present condition and to lease the Building under the terms of this agreement from the Museum for the uses and purposes listed below.

Section Two - Use of Premises

Museum agrees that Lessee may use the Building in the following manner:

- (1) _____
- (2) _____

The following constitutes the use of the Building under this lease:

- (1) The main exhibit area, kitchen, bathrooms and access to the area where cleaning materials are stored constitutes the leased space. Lobby may only be used for "greeting" purposes.
- (2) Access to the Building premises is only to be through the front entrance without prior approval by the Board of Trustees.
- (3) Signage and Decorations: Flameless Candles only. No screws, nails or tape are to be attached to the building or premises inside or outside. No confetti may be used. Approval of decorations and/or signage is required two weeks in advance of event.
- (4) If food is to be served, Lessee is responsible for applying for a Food Permit from the **Douglas County Health Department**.
- (5) Lessee shall bring no alcohol of any kind into the Building or onto the property.
- (6) Lessee shall notify the Director if lessee wants any display cases or artifacts moved, and agrees to make arrangements with the Director prior to the event. Lessee may not move any cases or artifacts. Please note that some items cannot be moved as determined at the discretion of the Director.
- (7) Lessee shall complete all items on the checklist provided, as applicable, in order to receive a full refund of security deposit

Section Three - Term of Agreement

The term of this lease shall be from ____ o'clock __. M. on _____, until ____ o'clock __.M. on _____.

Section Four – Consideration

Security Deposit - Lessee shall provide a check/money order thirty (30) days in advance for the sum of \$_____ to reserve the use and protect against damage to the Building. Lessee will deliver the check/money order to the Museum office at 700 S Main Street, Tuscola, Illinois. Lessee shall be responsible for any damage that occurs to the Building during the term of this lease due to any act or omission of the Lessee or any licensee, invitee or guest of Lessee. A Museum officer shall issue Lessee a receipt for the deposit made, if requested. The Museum reserves the right to require the security deposit at an earlier date. Museum will hold the security deposit. If no damage occurs and items, as applicable, were completed satisfactorily from the checklist, the security deposit check/money order will be returned.

Rental Cost – Lessee agrees to pay to the Museum the sum of \$ _____ for the Building rental payable thirty (30) days in advance and delivered to the Museum office at 700 S. Main Street, Tuscola, Illinois.

Section Five - Indemnification

Lessee agrees to indemnify and hold the Museum whole and harmless from all claims, injuries, bodily injury, property damage, actions and causes of actions accruing to or sustained by any person on the building premises during the term of this lease, except any such claims or injuries arising due to negligent or willful acts or omissions of the Museum or its agents, volunteers or employees. Lessee agrees to pay all reasonable costs incurred by the Museum, including reasonable attorney fees, resulting from such claims, injuries or actions.

Section Six - Restrictions

Lessee shall not bring upon the Building premises, nor serve, dispense, sell, or give away alcoholic liquor of any kind upon the Building premises during the term of this lease.

Section Seven - Assignment or Sublease

Lessee shall not assign the lease or sublease the Building premises except with the express written consent of the Museum.

Section Eight - Surrender of the Premises

Lessee shall promptly surrender possession of the building premises upon the terms and conditions set forth herein at the end of the term of this lease. Premises are to be cleaned at the end of the rental agreement in order to receive security/damage deposit or pay for another time period. Lessee agrees to allow the agents, volunteers, and employees of the museum to enter the building premises during the term of the Lease to maintain security and obtain compliance with the other terms and conditions of this Lease.

Section Nine - Entire Agreement

The Lease comprises the entire agreement of the Museum and lease and shall be binding by both parties. The terms and conditions cannot be altered or amended except by written agreement of the parties and attached to this lease.

Section Ten - Fire Regulations

It is agreed and understood that Lessee shall abide by the rules and regulations which are set forth in the Building Lease and Renters Checklist (attached) and are current fire regulations of the Tuscola Fire Department for use of the Museum. Violations of any of the regulations could result in the immediate termination of the use and occupancy of the premises by order of the Tuscola Fire Chief or Chief of Police for the City of Tuscola.

Both signatures are required to enter into this agreement with the Douglas County Museum District.

Museum District Trustee or Executive Director -

Name _____ Date _____
(Print)

Title _____

Signature _____

Lessee -

Name _____ Date _____
(Print)

Signature _____

Address _____ City _____ State _____ Zip _____

Phone _____ Cell _____

Name of Organization, if applicable _____

Mailing Address of Organization _____

ADDENDUM A

This addendum provides additional requirements on the part of the Lessee and is part of this agreement. Upon executing this agreement, the Lessee agrees to adhere to the additional rental requirements as listed below:

1. Lessee will minimize the time any outside doors are open, assuring such doors are left open only the minimum time required to actively move items into or out of the museum.
2. Once the Executive Director has placed artifacts and displays to accommodate the Lessee's event, Lessee will not touch or move the items. If there is a problem, Lessee will contact the Executive Director to resolve the problem.
3. Lessee will not access or store items in the museum's backroom areas.
4. Lessee will not block any doors that lead to and/or access the outside.
5. Lessee will not block entry to the backroom areas, library or other museum offices.
6. Lessee will assure that he/she or the Executive Director is onsite at all times when the building is unlocked.
7. Lessee will follow all directions and instructions provided by the Executive Director.
8. Lessee agrees, if requested, to sign a Waiver of Liability and Hold Harmless Agreement for the event.
9. Lessee agrees, if requested, to provide a Proof of Insurance Certificate naming the Douglas County Historical Museum District and the Douglas County Museum as insured.

BUILDING LEASE AND RENTER'S CHECKLIST DOUGLAS COUNTY MUSEUM

KITCHEN CHECK LIST: (please check when completed)

- _____ 1. Kitchen floor swept and scrubbed. If used, empty mop bucket in backroom sink.
- _____ 2. Dishware and cooking utensils washed, rinsed, dried and properly stored.
- _____ 3. Coffee pots washed, rinsed and left to air-dry.
- _____ 4. Sinks and counter tops cleaned.
- _____ 5. Range tops and oven cleaned.
- _____ 6. Food/beverage spills cleaned from refrigerator interior.
- _____ 7. Empty wastebaskets/trash cans. Take bags to dumpster. Put new bags in the containers.

MAIN EXHIBIT HALL AND LOBBY CHECK LIST:

- _____ 1. Sweep floor and scrub if necessary. If used, empty mop bucket in backroom sink.
- _____ 2. Clean off all the tabletops and wipe the chairs off if necessary.
- _____ 3. Take all the tables and chairs down and put them away.
- _____ 4. Remove all decorations from the premises at the end of the lease.

RESTROOM CHECK LIST:

- _____ 1. Sweep floors and scrub if necessary. If used, empty mop bucket in backroom sink.
- _____ 2. Empty wastebaskets/trash cans. Take bags to dumpster. Put new bags in the containers.
- _____ 3. Clean bathroom sinks and toilets.

Upon completion of the above items, present this checklist within 48 hours of the rental to the Museum Executive Director, Officer or Trustee for inspection/approval. Upon inspection of the Building, and finding no damage has occurred and items, as applicable, were completed satisfactorily from the checklist, the security deposit check/money order will be returned promptly.

For Museum Use Only

Inspected by: _____ Date: _____ Time: _____
(Executive Director or District Trustee)

Effective 2/28/2019



M U S E U M

Douglas County Historical Museum District

700 S. Main St. Tuscola, IL 61953

217-253-2535

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. I understand that any activity involves risks of injury and loss, both to person and to property, including the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with participation in any aspect of the Event/Program, including, particularly, such risks created by actions, inactions, or negligence on the part of Douglas County Historical Museum District or its respective directors, officers, trustees, employees, agents, volunteers, successors, or assigns.
2. In consideration for receiving permission to use the Douglas County Museum facility at 700 S. Main Street, Tuscola, Illinois, I and the group I represent, if applicable, hereby release, waive and discharge the Douglas County Historical Museum District from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, and I and any member of the group named below covenant not to sue the Douglas County Historical Museum District, its officers, trustees, agents, servants, volunteers, or employee (herein referred to as releasees) for any damage or harm sustained by any attendee, or any of the property belonging to the District, whether caused by the negligence of the releasees, or otherwise, while participating in the event/program, or while in, on or upon the premises where the event/program is being conducted. I and the group/individual I represent understand that participation in the event/program is voluntary, and voluntarily assume and accept personal responsibility for any injury, liability, loss or damage arising from any and all risks, known and unknown, foreseeable and unforeseeable, in any way connected with participation in the event/program. I am fully authorized to sign this agreement for the group, organization, and/or individual listed below.
3. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to the use of the museum's facilities, whether caused by negligence of releasees or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Illinois. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable in part, to the fullest extent permitted by law such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.
5. In signing this agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand its contents and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and full competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Group/Organization/Individual: _____

Event/Program: _____ Date(s): _____

Printed Name: _____

Signature: _____

Date: _____