

# Dennos Museum Center (“Museum”) Rental Terms and Conditions\*

## Staffing

All rental activities require staffing by a minimum of one Museum employee. A Museum auditorium technician is required to be present during rental activities in the Milliken Auditorium, including set up, event, and tear down activities. Contact a Museum staff person or volunteer when your organization has arrived and when leaving at the end of your event.

## Equipment Use Deposit (added March 2022)

To protect the recent purchases and upgrades to the auditorium, rental of the Milliken Auditorium now requires a \$1500 deposit to be paid upon return of the signed contract. **The new stage curtains are not to be pinned, taped, tied, removed from their supports, bundled, or pulled aside by anything other than the authorized tie-backs.** If evidence of damage is found during or immediately after the renting organization’s event, the \$1500 deposit will be applied towards the repair or purchase of new curtains. If there is no damage found during or immediately after the renting organization’s event, the \$1500 deposit will be applied towards the final rental invoice.

## Payment

**Payment of all rental fees and other costs shall be due upon receipt of an invoice from by Northwestern Michigan College (“NMC”).** Inaccurate or untruthful statements made in applications, or violations of NMC’s policies and procedures, including non-payment, may place the responsible persons or organizations on an ineligible list for future use of facilities.

## Cancellation

**The Museum reserves the right to charge a cancellation fee of 50% of the rental fee if event is cancelled by the renter less than 30 days prior to event.** Should performance spaces be damaged to the extent that it would interfere with the use of facilities by renter, or if a strike, public emergency, riot, or other unforeseen occurrence beyond the control of the Museum prevents renter from using the facilities, either the Museum or renter shall have the right to terminate the agreement and renter shall be liable only for the charges due at the time of termination. At termination, renter waives any claim against the Museum/NMC for damages and/or compensation. It is understood that final decisions causing cancellation or delay of an event, due to any emergency such as tornado warning, bomb threat, or other public emergency, is the decision of the management of Museum/NMC and the Traverse City Police Department.

The Museum shall not be liable for failure to provide facilities or services under this Agreement in the event such failure is a result of Acts of God, inclement weather, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or any other cause, beyond NMC’s control. In such an event, the Museum/NMC will not be required to provide special notification or provide or arrange for alternative facilities for use by the renter.

## Parking

The Museum has limited parking and is subject to NMC and Traverse City rules and regulations governing parking on the NMC Campus. The Museum cannot guarantee immediate access parking to patrons of events at the Museum. The City of Traverse City may issue tickets for parking in the fire lane in front of the Museum, parking in handicap spaces without a valid permit visible, parking in unmarked areas, or parking in NMC parking lots that require a decal prior to 6 pm on weekdays when classes are in session.

## Responsibilities of Renter

Organizations using the Museum are responsible for any and all damage to the building or its contents (including works of art) due to such use beyond reasonable wear and tear. The Museum reserves the right to require the renting organization to provide a certificate of liability insurance. All equipment/props brought in by the user must be removed within 24 hours of the event’s conclusion or sooner, depending on the rental schedule. The Museum assumes no liability for such equipment or props.

To protect artworks and other items, except for objects specifically designated as “hands-on,” touching of artworks, the polar bear, musk ox, or other objects is not permitted. Guests must refrain from running in the Museum or climbing on the wooden seating areas or outdoor sculptures. Works of art and other exhibition materials may not be moved or handled in any way without the consent of the Museum Executive Director or his or her designee. **The Museum reserves the right to restrict the activities of any function or set-ups related to the function which may in any way endanger the exhibitions within the building.**

No food or beverages are permitted in the Milliken Auditorium, Dutmers Theater, or in the Galleries, with the exception of the Sculpture Court. It is expected that renters of Museum facilities will leave those facilities as they were found. Users will be charged for any damage at the cost of repair or replacement. Any clean-up over and above regular custodial routine will be charged at a rate of \$50/hour with a one hour minimum.

Rental of the Sculpture Court includes admission to the Galleries for event participants, except for special ticketed exhibitions or during exhibition changeover. For rentals in areas other than the Sculpture Court, all attendees, staff, and volunteers must pay admission at the Museum's Front Desk in order to visit the Galleries during the Museum's regular hours of operation.

**Doors and hallways must not be blocked with chairs or other equipment.** Fire doors must not be propped open at any time. Fire Codes and room capacities must be adhered to, in addition to all federal, state, county, and local municipality laws and ordinances.

**The use of candles, heating devices or flammable materials is prohibited in the Dennon Museum Center and Milliken Auditorium.**

Smoking is prohibited in College buildings.

#### **Alcohol**

Alcohol possession or use is prohibited on all NMC property, unless arranged for by the Director of the Hagerty Center. **Northwestern Michigan College's liquor license requires that all arrangements for serving alcoholic beverages must be made with NMC's Hagerty Center.** It is the renter's responsibility to make arrangements directly with the Hagerty Center. Consumption of alcoholic beverages is permitted only within certain areas of the Museum for social events.

#### **Catering**

Renters may use the caterer of their choice to provide food and non-alcoholic beverages for events at the Museum. Catering contracts must be arranged directly between the renter and caterer. If the caterer is unfamiliar with the Museum, the caterer must contact the Museum within two weeks of the event. When using a caterer, all table linens are usually arranged for through the caterer. If a caterer is not being used for the event, the renter may bring their own tablecloths.

#### **Event Promotion Guidelines**

Rental organizations must include a disclaimer statement in all promotional activity clearly stating that their event is "Sponsored by (renter's organization name)." The Museum reserves the right to review all promotional materials, temporary signage and decorations prior to publication, distributing or posting. All signage, decorations, poster and flyers must be removed from Museum properties at the close of the activity. Additional fees may be incurred if not removed.

It is not the Museum's responsibility to provide event details or ticketing contact information for rental events. Museum staff and volunteers will make their best efforts to direct callers or visitors to rental organizations' ticketing information if those organizations have provided adequate written information to the Museum in a timely manner. **Organizations should not list any Museum phone number, website URL, or email address in printed or electronic promotions and should state that tickets to their events are not available at the Dennon Museum Center.**

#### **Video Recording**

Videotaping and recording can only be done with the express permission of the person(s) who will be taped and/or recorded. It is the responsibility of the person(s) doing the recording to obtain that permission, and the responsibility of the event presenter to make sure this occurs. This must be verified with a written release by the person(s) to be taped and/or recorded. It is incumbent on the party who will be videotaping/recording that the person(s) being taped/recorded be fully aware of how the tape/recording will be used. The Dennon Museum Center, its staff, and its contractors are not responsible for the use of any tape or recording done in the Museum or Milliken Auditorium that is not produced by the Dennon Museum Center.

The rental organization agrees to abide by the terms and conditions stated in this Agreement. NMC Security reserves the right to monitor the rental organization's compliance to the terms of this contract and to NMC Policies and Procedures.

In the event the renter breaches any terms of this Agreement, the Museum/NMC may immediately terminate this Agreement and the rental organization's right to use NMC's facilities without liability and penalty to the Museum/NMC.

**\*This facility rental agreement also includes any COVID-related rules or mandates from the college, local, state, and/or federal level that are in place at the time of the event. The Museum Operations Manager will be in contact to communicate current COVID policies that renters will be required to follow during their event.**