

Lizzadro Museum of Lapidary Art
SPECIAL EVENT AGREEMENT

This Special Event Agreement (“Agreement”) by and between the **Lizzadro Museum of Lapidary Art** (the “Museum”) and _____ (the “Event Sponsor”) (the Museum and the Event Sponsor are collectively referred to as the “Parties”) is as follows:

RECITALS

WHEREAS, the Museum exhibits various pieces of lapidary art (the “Collection”) and hosts educational seminars and other events; and,

WHEREAS, the Museum desires to employ certain policies and procedures to help protect the Collection and insure a safe, enjoyable experience for all of its visitors; and,

WHEREAS, the Event Sponsor desires to rent a portion of the Museum building for a special event (the “Event”) and the Museum is willing to allow the Event Sponsor to rent a portion of its building for the Event all on the terms and conditions as set forth in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties here by agree as follows:

AREA OF USE

The areas of the Museum building opened to the guests of the Event Sponsor for the Event:
(Check all applicable)

- Museum Exhibit Area (250 persons, hors d’oeuvres and beverage only)
- Lecture Hall (100 persons seated lecture), (80 persons plated dinner), (72 persons buffet), Other
- Patio
- Museum Shop (Fee if sales do not exceed \$250.)

EVENT DETAIL

There shall be no sale of general admission tickets at the Museum, nor shall the Event have a political theme. The Event Sponsor shall provide, upon request by the Museum, a list of guests in advance of the Event.

The Event date is: _____

The Event starting time is: _____

The Event ending time is: _____

The Purpose of the Event is: _____

The Event cleanup time will begin at: _____

The duration of the Event shall be a maximum of four (4) hours. Additional hours are available at an additional cost.

Delivery of food and equipment to the Museum shall not begin prior to 3:00 p.m. on the day of the Event. Unless prior arrangements have been made, set up time shall begin one hour before the starting time of the Event.

In no case will guests, caterers or representatives of the Event Sponsor occupy the Museum building beyond 10 p.m. of the Event date, unless otherwise previously approved in writing by the Museum.

Event cleanup shall include removal and/or disposal of all tables, chairs, linens, food, garbage, china, glasses, service or other materials brought into the Museum building. All rental and catering equipment brought to the Museum must be removed by 10 a.m. of the day following the Event date.

GROUP SIZE

The number of guests expected is: _____

Occupancy of both the Lecture Hall and Museum Exhibit Area is limited to 350 people.

ENTERTAINMENT

Musical entertainment will be provided by: _____

Entertainment shall be limited to background music only, live or recorded. Disc jockeys are not allowed. The Museum must approve a sample of the music prior to the Event. Dancing and “active performances” (i.e. jugglers, bicyclists, stilt walkers, etc.) are not allowed. Additional entertainment shall be approved by the Museum prior to the Event. Requested use of the Museum’s A/V facilities including microphones, LCD screen and sound system will be approved prior to the Event.

FOOD & BEVERAGE SERVICE

- Museum Exhibit Area is restricted to passed hors d’oeuvres and white wine/water only.
- Cocktail and Hi-boy tables must maintain a 5-foot distance from exhibits. (See layout)
- Bar and food tables must be kept in the Lecture Hall.
- Food will be limited to non-permeable aromas.

Alcohol can be served as a complimentary beverage. However, the sale of alcoholic beverages is prohibited. Alcoholic beverages must not be served to persons under the age of 21. Any person that appears to be intoxicated will be asked to leave the Museum. It is the responsibility of the Event Sponsor to provide the Museum with a Certificate of Dram Shop Insurance Coverage in the amount of \$1,000,000, with an insurance company satisfactory to the Museum, listing the Museum and its agents, employees, officers, and directors as additional insureds. The Certificate must be non-cancelable without ten (10) days prior written notice to the Museum and shall be in effect on the day of the Event. The Certificate must accompany this signed Agreement.

The type of food service is: _____
 (Sit Down Dinner, Buffet, Hors d'oeuvres).

The catering firm is: _____

The caterer must be chosen from the Museum approved catering list or must be approved in advance by the Museum. The caterer is required to provide the Museum with proof of all necessary licenses, DuPage County Department of Health or Oak Brook Department of Health food service approval, as applicable; and a Workers Compensation Insurance Certificate with statutory limits as well as general liability insurance coverage in the amount of \$1,000,000, with an insurance company satisfactory to the Museum, listing the Museum and its agents, employees, officers and directors as additional insureds. This requirement must be met ten (10) days prior to the Event, or the Event will be canceled. The caterer is required to clean up all preparation and service areas, including the clearing and removal of all plates, glasses, utensils, and linens. In addition, the caterer must take all reasonable measures necessary to protect the flooring behind any bar that may be set up.

PARKING

The Museum can accommodate buses and up to 100 cars. Valet parking and parking control can be arranged for a separate fee.

FEES

The fee ("Fee") for the Event shall be _____. A nonrefundable deposit of fifty percent (50%) of the Fee shall be paid upon execution of this Agreement. The balance of the Fee is due no later than ten (10) business days prior to the Event date. All Fees are subject to municipal and state sales tax, if applicable.

The Museum will provide a responsible staff person and an additional security person who will remain at the Museum building during the Event and cleanup. Additional personnel may be required during the Event at an additional cost to the Event Sponsor.

SMOKING

Smoking (including e-cigarettes) is strictly prohibited inside the Museum. Outdoor smoking must be at least thirty (30) feet away from any Museum exterior entrance. The Event Sponsor shall incur a \$500.00 charge per occurrence of any smoking policy violation.

GAMBLING

Gambling, of any form, is strictly prohibited inside the Museum.

PHOTOGRAPHY

The Museum reserves the right to take, edit, alter, copy, exhibit, publish, distribute, and make use of any and all pictures or video taken at any Event without the express written permission of those included within the photography/video. The Museum may use the photograph/video for promotional materials

including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, all without any payment or other compensation or consideration. This authorization extends to all languages, media, formats, and markets now known or hereafter devised.

Photography, including video photography, of the Event and Collection is permitted. Any photography that includes a part or whole of the Collection cannot be used other than for personal reasons. Commercial use is not permitted.

DISCLAIMER

The Museum is not responsible for any articles brought into the building and left behind following the completion of the Event. The Museum is not responsible for personal items, including coats or handbags, that may be checked in by the Event Sponsor or Museum staff. Coat checkers can be provided for an additional fee.

DAMAGE DEPOSIT

A damage deposit of \$500.00, in addition to the deposit required under Fees, shall also be submitted upon execution of the Agreement along with a photocopy of a valid Driver's License or State ID. The Event Sponsor hereby indemnifies the Museum for damages caused as a result of the Event, which may be in excess of the deposit amount. The deposit shall be returned to the Event Sponsor within seven (7) business days following the Event, except in the case any damages or costs are incurred by the Museum in the conduct of the Event, in which case the Museum shall be entitled to withhold such damages or costs from the deposit, with the balance refunded to the Event Sponsor. In the event the damage deposit is insufficient to cover the damages or costs incurred, the Event Sponsor shall pay the Museum such amount within five (5) days of notice to the Event Sponsor.

RESPONSIBLE PARTY

In addition to the Certificate of Dram Shop Insurance Coverage, the Event Sponsor shall provide the Museum with a Certificate of General Liability Insurance Coverage in the amount of \$1,000,000, with a company satisfactory to the Museum, listing the Museum and its agents, employees, officers, and directors as additional insureds.

The Certificate must be non-cancelable without ten (10) days prior written notice to the Museum and shall be in effect on the day of the Event. The Certificate must accompany this signed Agreement.

INDEMNITY & LIMITATIONS OF LIABILITY

The undersigned Event Sponsor agrees, for itself and on behalf of all its vendors, to indemnify, defend (with counsel reasonably agreeable to the Museum) and hold the Museum and its agents, employees, officers and directors from and against any and all claims for injury or damage to persons or property (regardless of the cause of action), including reasonable attorneys' and experts' fees, arising from, relating to or connected with the Event Sponsor's Event or use of Museum property.

The undersigned Event Sponsor agrees that the Museum shall not be liable for any indirect, special, punitive, consequential, or exemplary damages (even if the Museum has been advised of the possibility

of such damages), arising from, relating to, or connected with the Event Sponsor’s use of Museum property. The Museum shall not be liable for any failure or delay in performing under the terms of a contracted event where such failure is due to causes beyond the Museum’s reasonable control, including but not limited to, adverse weather, natural catastrophes, governmental acts or omissions, laws or regulations, terrorism, labor strikes or difficulties, communications systems, hardware or software failures, transportation disruptions or the inability to procure supplies or materials. In no event shall the Museum’s aggregate liability in any matter arising from, relating to, or connected with any special event exceed the fees received by the Museum for such Event.

The Museum reserves the right to prohibit any items deemed dangerous or harmful to the Museum or its Collection. Nothing can be affixed, tied, hung, or adhered to any railings, cabinets or walls in the Museum Exhibit Area or Lecture Hall.

The signer of this Agreement for the Event Sponsor accepts full responsibility for the terms and conditions contained herein. This person shall also be the contact person pertaining to the Event and shall be in attendance on the date of the Event.

EVENT SPONSOR:

_____ Telephone _____

_____ E-mail _____

By _____ Dated _____

- _____ LIABILITY INSURANCE CERTIFICATE ATTACHED
- _____ DRAM SHOP INSURANCE CERTIFICATE ATTACHED
- _____ NON-REFUNDABLE FIFTY PERCENT (50%) DEPOSIT ATTACHED
- _____ DAMAGE DEPOSIT \$500.00. AND PHOTOCOPY ID ATTACHED

APPROVED:

LIZZADRO MUSEUM OF LAPIDARY ART 630-833-1616
1220 Kensington Road, Oak Brook, Illinois 60523 info@lizzadromuseum.org

By _____ Dated _____
 Kyle Brill, Director