

Favell Banquet Museum Rental Rate, Capacity 150

Special rates available for non-profit organizations • Call 541-882-9996 for more information

Weekend Rental Rate (Thursday – Sunday)	\$500 (due at signing, non-refundable)
Weekday Rental Rate (Monday – Wednesday)	\$350 (due at signing, non-refundable)

Tables/Chairs Rental (each):

- Round Tables, 5 foot (10 available) \$10
- Rectangle Tables 6 foot (6 available) \$10
- Folding chairs (93 available) \$1

After Hours Fee: \$40 per hour before/after museum business hours (*Tuesday – Saturday; 9 AM – 5 PM*)

Payment Schedule:

- Rental fees are due upon reservation.
- Additional fees, deposit, and proof of insurance must be paid in full/submitted at least one week in advance of your event. Under no circumstances will access be given to museum property until finalized.
- A credit card is required to be kept on file to cover any remaining balance upon the conclusion of your event – this includes additional assessed cleaning fees, as well as fees for damages.
- Rent paid prior to your event per payment schedule is NON-REFUNDABLE.

Event Hours: You may set up and clean up before and after your event at no additional charge during regular business hours. You and your guests must be off the premises no later than 10:00 PM, or additional charges will be assessed.

Cleaning and damage policy – A credit card must be kept on retainer for damages and/or additional cleaning. Required for all events. Banquet room/grounds will be examined by staff before departure at the end of your event. If damage is noted, your card will be charged an additional \$200.

It is also expected that the room should be returned to the same condition as when the tenant took possession. Tables and chairs should be wiped down and put away. Garbage must be removed. Floors should be swept, etc. Although most clean up can occur on your scheduled cleanup day, ALL garbage must be placed in outdoor garbage cans prior to your departure the day on the event. Our cleaning service does the final mopping of the floors and the general surface cleaning. Any additional required cleaning will result in your credit card being charged an additional \$200.

Alcohol Service – If alcoholic beverages are served on the premises, they must be served by an OLCC licensed server. Proof must be provided.

Certificate of Liability: The renter must provide the Favell Museum with a certificate of liability insurance in the amount of \$1,000,000 (one million) dollars naming the Favell Museum as the additional insured for the period of 8 AM to 12 AM on the day of the event. The certificate is due 30 days prior to your event. The Favell Museum will not be held liable for any loss or damage to you or your guests' personal property caused by an act of God, any third party's willful negligence or any accident not caused by an employee of the Favell Museum. The Favell Museum is not responsible for any personal or other rental items stored or left on the premises. You may email your certificate of liability to the museum at: favellmuseum@gmail.com

I agree to the terms outlined above as they relate to my Banquet Room Rental Contract with the Favell Museum

Signature _____ Date _____

FAVELL MUSEUM

BANQUET ROOM RENTAL CONTRACT

THIS AGREEMENT is made between the Favell Museum, Inc., an Oregon non-profit organization, 125 West Main Street, Klamath Falls, Oregon 97601 (hereinafter referred to as "Landlord") and _____ (name), _____ (address), (hereinafter referred to as "Tenant") for lease of the downstairs meeting room, exterior grounds and parking lot at the Favell Museum, Inc., 125 West Main Street, Klamath Falls, Oregon (hereinafter referred to as "Premises").

1. Possession. Tenant shall be entitled to possession of the Premises on _____, commencing at _____ and ending at _____. Possession of the Premises does not entitle Tenant, its agents, employees and invitees to admission to the Museum. *Tenant and guests must be off the premises no later than 10:00 PM, or additional charges will be assessed beginning at \$100, with an additional hundred dollars upon each extra hour over.*

2. Permitted Use. The Premises shall be used for _____ (type of event) and clean up. In no event, shall Tenant allow more than 150 individuals to occupy the banquet room at one time.

3. Rent, Deposits/Payments and Other Charges. The Tenant agrees to all charges and the payment schedule as outlined in the signed/attached Banquet Room Rate Schedule. The tenant also agrees to keep a valid credit card on file with the museum to cover additional costs for cleanup and damages. Rent paid upon reserving your event is NON-REFUNDABLE.

4. Other Rental Equipment/Personal Property. Rental equipment obtained from sources other than Landlord and Tenant's agents, employees and invitees' personal property may be stored and locked in the meeting room at Favell Museum. Landlord shall not, however, be responsible for theft or damage to said rental equipment and personal property. Tenant understands that said rental equipment and personal property, if left on the Premises, is done so at Tenant's risk. All rental equipment obtained from other sources and other personal property of Tenant and Tenant's employees, agents and invitees shall be removed by Tenant by the date Tenant's possession terminates as provided in Section 1 above.

5. Damage/Repair. Tenant shall repair any damage caused by Tenant or Tenant's agents, employees or invitees such that the Premises are returned to Landlord in the same condition when Tenant took possession.

6. Inspection. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine if Tenant is complying with the terms of this agreement.

7. Insurance. Tenant shall maintain liability insurance coverage in a sum of not less than One Million Dollars (\$1,000,000) naming Landlord as an additional insured for the term of this contract. If Tenant serves alcoholic beverages, Tenant's liability policy shall include liquor liability coverage. Written proof of liability insurance coverage shall be provided as required by Landlord. Landlord shall have the right to waive liability insurance coverage, lower the required amount of liability insurance coverage, or increase the amount of required liability insurance coverage in Landlord's absolute discretion. Any modification to the stated \$1 million minimum shall be in writing, signed by the parties hereto and be an addendum to this contract.

8. Indemnification. Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any costs, claim, loss or liability suffered directly or from a third-party claim arising out of or related to any activity of Tenant, its agents, employees or invitees on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant, its agents, employees or invitees for any injury, loss or damage caused by third parties or by any condition of the Premises (except to the extent caused by Landlord's negligence or breach of duty under this agreement).

9. Miscellaneous Provisions.

9.1 Waiver. Any provision or condition of this agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

9.2 Assignment. Neither this agreement nor any of the rights, interests, or obligations of Tenant under this agreement may be assigned by Tenant without the prior written consent of Landlord.

9.3 Amendment. This agreement may be amended only by an instrument in writing executed by all the parties hereto.

9.4 Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict-of-laws principles.

9.5 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

9.6 Succession. Subject to the above stated limitations on the transfer of Tenant's interest, this agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

9.7 Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this agreement, will be brought against any of the parties in the Circuit Court of the State of Oregon for Klamath County, or subject to applicable jurisdictional requirements, in the U.S. District Court for the District of Oregon. Each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

9.8 Severability. If any provision of this agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this agreement will not be in any way impaired.

9.9 Entire Agreement/Construction. Subject to Section 7 only, this agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this agreement and supercedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter. The rule of construction that this agreement shall be construed against the party drafting the agreement shall not apply.

9.10 Notices. Any notice required or permitted under this agreement shall be given when actually delivered or 48 hours after deposited in United States Mail as certified mail, return receipt requested addressed to the address first given in this agreement, or to such other address as may be specified from time to time by either of the parties in writing.

DATED this _____ day of _____, 20_____.

LANDLORD

TENANT

Favell Museum, Inc.

FAVELL MUSEUM
RELEASE AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made between the Favell Museum, Inc., an Oregon non-profit organization, located at 125 W. Main St., Klamath Falls, Oregon 97601 (hereinafter referred to as "Landlord") and (name), _____ (address), _____ (hereinafter referred to as "Tenant") for the lease of the downstairs meeting room, exterior Grounds and parking lot at the Favell Museum.

The Tenant is unable to provide liability insurance coverage for the event that is to take place on the premises on _____(date). This agreement is an addendum to the original contract signed by Tenant.

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any costs, claim, loss or liability suffered directly or from a third party claim arising out of or related to any activity of Tenant, its agents, employees or invitees on the Premises or any condition of the Premises in the possession or under control of Tenant, its agents, employees or invitees for any injury, loss or damage caused by third parties or by any condition of the Premises (except to the extent caused by Landlord's negligence or breach of duty under this agreement).

Tenant shall repair any damaged caused by tenant or Tenant's agents, employees or invitees, with prior approval of the Landlord, such that the Premises are returned to Landlord in the same condition when Tenant took possession.

DATED this _____ day of _____, 20 _____ .

LANDLORD

TENANT

Favell Museum, Inc.

(Landlord's Signature)

(Tenant's Signature)

Favell Museum

Facility Rental Rules and Regulations

- Decorations are allowed, however absolutely NO nails, staples, etc., may be used on any building surfaces. Tape usage must be approved by museum staff and removed as part of clean up. Failure to remove will result in additional cleaning charges
- Rice, bird seed, confetti, glitter, or anything of that nature is prohibited in the building or on the grounds. Violations of this policy may result additional cleaning charges. Bubbles are acceptable outside.
- Stationery glass votive candles or candles enclosed in chimneys are allowed on guest tables and cake tables. ONLY dripless candles may be used.
- Fireworks are not permitted on museum property, including sparklers.
- Firearms and other related contraband are not permitted on museum property.
- Smoking is not allowed inside the facility. Per Oregon law, smoking is also not permitted within 10 feet of the facility.
- Music must be maintained at a reasonable volume. During business hours, no music should be heard outside of the Banquet Room. ALL music must stop at 10 PM.
- Pets are not permitted on the premises.
- A responsible adult MUST supervise any social gathering for children or minors. They must be present at all time, including arriving BEFORE the participants. Bounce rentals, inflatables, water toys, etc, MUST BE approved by museum staff PRIOR to the event

ALCOHOL

- No alcohol may be served without an OLCC licensed and insured Bartender. Proof MUST BE provided prior to the event.
- Outsourced security personnel will always be on site for function where alcohol is served. Though always discreet, they will intervene if necessary. Any guest may be asked to vacate the facility if their actions, due to alcohol or otherwise, are in question.
- Those renting the venue are responsible for all consequences of alcohol consumption on the premises, including the actions of their guests. The Favell Museum is exempt from any and all liabilities that may result from the serving of alcohol.