



Figge Art Museum
MAIN EMAIL jcochuyt@figgeartmuseum.org

Proposal No.1063 FIGGE Facility Use Agreement 2023

CLIENT	PROPOSAL TOTAL	PROPOSAL DATE
Glenda Guster Progressive Action for the Common Good 1212 W 3rd St Suite 3D Davenport IA 52807 United States	\$0.00	Friday, December 1, 2023

INTRODUCTION/TERMS

FIGGE ART MUSEUM FACILITIES USE AGREEMENT

This Agreement ("Agreement"), made this 1st day of December, 2023 , by and between the Figge Art Museum, an Iowa non-profit corporation ("Museum") located at 225 West Second Street, Davenport, Iowa 52801, and the following, as "Lessee". Lessee, understands and agrees that Museum owns all rights, title, and interest in the Museum premises and agrees to abide by and be bound to the following terms and conditions in consideration of the Museum renting the facilities on the date and for purpose listed herein.

1. Lessee and Event

Title of Event: PACG (Progressive Action for the Common Good) Film

Address: 1212 W 3rd St, Suite 3D, Davenport, IA 52801

Contact: Glenda Guster Telephone Number: 563-726-9226 Email: gusterglenda@gmail.com

Date of Event: Thu, Jan. 11, 2024

Time of Event: 5:00 PM - 8:00 PM

Facilities Rented ("Facilities") : John Deere Auditorium Intended Use of Facilities ("Purpose"): Film & Discussion

Cost of Facilities ("Facility Use Fee")*: WAIVED PER EDUCATION (Melissa) Audio Visual Equipment Rental: N/A

Membership Fee: N/A

Additional Fees:

Please make check payable to Figge Art Museum

2. Museum Membership

The Museum reserves the right to review all Event plans to ensure the Event is compatible with the mission and purpose of the Museum and reserves the right to cancel or decline an Event on the basis that the mission and purpose of the Museum will be jeopardized. Priority for events will be given to current Museum members, affiliated groups and committees. As a prerequisite to entering into this Agreement, Lessee must be or become a Museum member. If Lessee is not a current member, the Lessee must purchase an annual Museum membership upon signing this contract.

3. Event

By execution of this Agreement, Museum hereby grants to Lessee, the right to use the Facilities listed in paragraph 1 above

on the Event Date for the Event Times and Purpose listed. Evening Events normally begin no earlier than 5:30 p.m. and must end no later than 11:30 p.m. on the Event Date. Start times earlier than 5:30 may be granted with prior written consent from the Museum. Extension of the Event Time will subject Lessee to an additional facility use fee.

4. Security/Damage Deposit

Lessee shall pay to Museum a non-refundable Security/Damage Deposit ("Deposit") of \$500, to be credited towards the payment of any insurance deductible, damage and/or administrative expense incurred by Museum for damages resulting from the use of the Facilities by Lessee. If the Event occurs and no damages are incurred, or a portion of the Deposit remains after payment of any damages, the remaining Deposit shall be returned to Lessee within ten (10) days of the Event. If damages incurred are in excess of the Deposit paid, Lessee agrees to make payment in full of the total damage amount, less the Deposit, within ten (10) days of the Event.

5. Payment of Amount Due and Additional Fees

The Facilities Use Fee includes use of the Facilities, special events coordination, security, and cleaning of the building subsequent to the Event. Use of audio-video equipment may be an extra charge. Lessee agrees to make payment in full of the amount set forth in paragraph 1, plus the Deposit, at execution of this Agreement.

6. Planning

The Museum reserves the right to review all Event plans to ensure the Event is compatible with the mission and purpose of the institution. Two weeks prior to the Event, a detailed event description and timeline must be presented by the Lessee. Final attendance estimates must be received by the Museum no later than Noon – three business days before the event.

7. Use of the Museum's Name

For the purpose of invitations, printed materials and event location in advertising for rentals and events only refer to the museum as "Figge Art Museum". If required, a lower case "the" may be placed in front of the name of the museum when used within text. The Museum must be informed of all advertising involving the Museum name, in writing, 4 weeks prior to the event. Do not include the name of the Figge Art Museum in the title of your event, as this implies endorsement or sponsorship by the site facility. For example, do not name your event "An Evening at the Figge Art Museum." The title of your event should help your members, the public and the media to identify your organization, for example, "Merit Center Annual Meeting." On promotional materials please indicate a contact person for your organization who can provide additional information to the public about your event.

8. Photography

Photography is only allowed in the lobby, dining area, bar and with prior approval, winter garden. The Museum reserved the right to use photographs taken in and on the property for portfolio, promotional, commercial and print purposes. The Lessee waives the right to review final products created by the Museum before production.

9. Return of Facilities

Upon termination of the Event, Lessee shall return the Facilities to the Museum in the same condition Museum granted the Facilities to Lessee, ordinary wear and tear excepted. Lessee is responsible for all damages to the buildings, grounds, and equipment incident to Lessee's use of the Facilities. In the event any damage to the Facilities is incurred, Lessee is responsible for payment of the damage amount as set forth in paragraph 4, above.¹

0. Abandoned Property

Any property left at the Facility by Lessee, its agents, guests, patrons, and invitees shall, after a period of ten (10) days from the Event Date, be deemed abandoned and shall become property of the Museum to be disposed of or utilized at the Museum's sole discretion.¹

1. Food and Beverage Usage

Lessee agrees all food and beverages shall be purchased in compliance with Museum established food and beverage policies. Catering services are managed by Thunder Bay Grille, a Heart of America restaurant, is the Museum's exclusive special event caterer. Lessee shall negotiate and execute a separate agreement with Thunder Bay Grille for food and

beverage needs and any cost associated with food and beverages shall be in addition to the Facility Use Fee set forth in this Agreement. Food and beverages shall only be consumed in the lobby, dining area, and Nobis Board Room. Food and beverage consumption in the galleries and auditorium is strictly prohibited. All alcoholic beverages consumed must be purchased, and served by Thunder Bay Grille.

12. Damages

Lessee agrees to assume all responsibility for any injury to persons attending the Event and assume responsibility for all loss of property of persons attending the Event. Lessee further agrees to assume responsibility for damage or theft to the Museum and its artistic contents, to the extent that such damage is not caused by the negligence, recklessness or willful conduct of Museum staff.

Insurance is required for any event held at the Figge Art Museum. Lessee agrees to provide evidence of liability insurance with limits not less than \$1,000,000 for Bodily Injury and/or Property Damage. Certificates of Insurance issued to Figge Art Museum and Museum of Art Foundation shall be provided not less than seven days prior to the event. For private events, the coverage is usually included in your Business' or Homeowner's Liability insurance. Insurance may also be purchased separately for your event, contact the Figge events coordinator for assistance.

13. Supervision

Lessee will provide sufficient, competent, adult supervision, as mutually agreed upon by Lessee and Museum. If Museum personnel are used to supervise programs of sponsoring groups, an additional charge, as deemed appropriate by Museum, must be paid by Lessee.

14. Set Up/Display Materials

Museum will provide tables and chairs, china, glassware, and table service. Lessee must secure prior approval of the Museum for the use of equipment, decorations and materials. All decorations and materials must be freestanding. Decorations containing open flames are NOT permitted in the Museum. Use of any fireworks on or about Museum property is strictly prohibited.

All equipment, decorations and other materials must be checked through Security at the Second Street entrance to the Museum for inspection no later than 3:00 p.m. on the Event Date. Lessee may only set up such equipment, decorations and materials beginning at 3:00 p.m. on the Event Date and all equipment, decorations and materials must be removed immediately after the Event. Set-up times earlier than 3:00 may be granted with prior written consent from the Museum. Set-up of the Event shall in no way impede access to the main elevator or restrooms while the Museum is still open to the public.

15. Gambling/Raffles

Gambling, raffles, bingo, or other games of chance are strictly prohibited in Museum facilities, absent the Lessee obtaining a state license permitting such gambling, raffle, bingo or other game of chance on the Event Date.

16. Interference with Museum Programs

Programs interfering with regular work or programs considered a nuisance by Museum officials shall be prohibited.

17. Non-Smoking Facility

The Museum is a non-smoking facility. This includes all outdoor gathering spaces located on the premises.

18. Acts of God

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 (as deemed by Museum), riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or any other cause, beyond Museum's control. In such an event, Museum will not be required to provide special notification or provide or arrange for alternative facilities for use by Lessee, and the Facility Use Fee and Deposit paid to Museum shall be returned to Lessee.

19. Default

Default shall occur if (a) Lessee fails to make any payment when due as required under this Agreement; (b) Lessee breaches or fails to perform or observe any covenant, condition or term of this Agreement; (c) Lessee, without Museum's consent, attempts to assign or otherwise transfer this Agreement or transfer any portion of this Agreement; or (d) Lessee makes any false or material misrepresentation under this Agreement to Museum. Upon the occurrence of any Default or breach of this Agreement, Museum may (a) cancel this Agreement immediately; (b) recover any amount due under this Agreement; and/or (c) exercise any other right or remedy available to Museum under the applicable law, including the right to recover damages for breach of this Agreement. Upon termination of this Agreement for Default, the Museum shall retain any Facility Use Fee and Deposit paid by Lessee.

20. Cancellation/Termination

Cancellation of this Agreement by Lessee will result in forfeiture of the Facility Use Fee paid. Museum may, at its discretion, terminate this Agreement for any reason. In the event Museum exercises its right to terminate for any reason other than Default or breach by Lessee, Museum shall refund 100% of the Facility Use Fee paid.

21. Exhibitions

The museum reserves the right to change any exhibition or exhibition schedule. Art objects on display in the rented spaces can be changed with prior notice. The Museum will not remove objects from these spaces.


22. Survey

The Lessee agrees to fill out and return a survey after the Event. The Museum will grant 2 complimentary museum admission passes to the Lessee when the survey is filled out and returned.

Indemnification

To the fullest extent permitted by law, Lessee shall release, indemnify, defend and hold harmless Figge Art Museum and Figge Art Museum affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, "indemnitees") for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively "liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part Lessee's use or occupation of Figge Art Museum premises and/or facilities.

This Agreement contains all the terms and conditions between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set forth in this Agreement. Museum and Lessee hereby acknowledge receipt of a copy of this Agreement.

Line Items				
	DATE	ITEM	QTY/HRS	TOTAL
	--	John Deere Auditorium \$500 per 3 Hours. The John Deere Auditorium has 136 seats and state-of-the-art audio-visual capabilities.	1.00	\$0.00

PROPOSAL TOTAL	
Total	\$0.00

CLIENT MESSAGE

Thank you for choosing the FIGGE Art Museum. The success of your event is important to us. Please do not hesitate to contact us with any questions.

SIGNATURES

By: Josie Cochuyt

Date Signed

Signer IP Address

Glenda Guster

12/01/2023

208.38.230.52

By: Glenda Guster

Date Signed

Signer IP Address

IMAGE GALLERY

