

FACILITY USE FEES

Rates are based on a four (4) hour package. Additional time available at \$50/hour.
 Additional Security staff and/or custodial services determined on an as-needed basis.

Facility	Food & Beverage	Capacity	Museum Open/Closed	Hours	Facility Use Fee	Non-Profit / Member** Fee
WATKINS LOBBY	Permitted	32-45***	Closed	4	\$200	\$150
KEMPER ROOM	Permitted	24-60***	Open	4	\$200	\$150
			Closed	4	\$200	\$150
DONOR PATIO	Permitted	50	Open	4	\$150	\$100
			Closed	4	\$150	\$100
EXHIBITION HALL	Permitted	32	Closed	4	\$200	\$150
MUSEUM GALLERIES	Not permitted*	100	Closed	4	\$500	\$400

* Food and beverage service is limited to designated areas and is not permitted in the Museum Galleries.

** Discounted rate offered to VVAC Members at the Sustaining Level (\$100) and above, or Business Members.

*** Kemper Room can be set up classroom or auditorium style, or with 60" round tables. Watkins Lobby can be set with tables or for standing reception.

SPECIAL EVENT GUIDELINES

Event Hours:

The Watkins Lobby, Kemper Room, Donor Patio and Museum Galleries are available for private events when the Museum is closed to the public. The Kemper Room is available for use during most public hours.

While the Facility is reserved exclusively for your event, the building may be open to the public during Museum hours during set-up.

Fees:

Rates shown are for events up to four (4) hours in length, including set-up and clean-up time. The event duration may be extended at an hourly rate of \$50. Events that exceed their designated time will incur additional costs at an hourly rate of \$75.

Non-profit organizations, museum members at the Sustaining Level and above, and Business Members enjoy a discount on Facility use fees. All prices and conditions are subject to change without notification until the booking deposit is received.

Payment Schedule:

A Refundable Security Deposit of \$150 is required at the time of booking. Unless the VVAC decides to retain the Refundable Security Deposit, and submits a written explanation of the decision upon completion of the event, the Refundable Security Deposit will be refunded within two (2) weeks after the event date. A 50% Booking Deposit, applicable towards the total charge of the event, is also due upon signing of the Agreement. The remaining balance is due four weeks prior to the scheduled event. Payments may be made by check or credit card. No date shall be deemed reserved until the booking deposit is received and transacted by the VVAC.

Cancellation and Postponement:

In the event that the Licensee cancels or postpones the event, all fees are fully refundable up to eight (8) weeks prior to the scheduled event date. The Booking Deposit will be retained for cancellation and postponement requests received between eight (8) to four (4) weeks and full charges will be assessed for events canceled or postponed within four weeks of the event date.

All cancellations and postponements must be submitted in writing. Cancellation or postponement due to weather is non-refundable. In the event that the Museum is closed due to weather, any payments made may be applied to a future date for rebooking the event.

VVAC reserves the right to cancel your event and retain your Booking Deposit if the balance is not received and all event details are not confirmed three (3) weeks prior to your event.

Force Majeure: Neither the VVAC nor the Licensee will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, acts of God, or any other legitimate cause beyond the reasonable control of the VVAC and the Licensee.

Personnel:

The VVAC determines the number and type of security and other staff required for each event to ensure the proper treatment of the Facility. If VVAC determines that an event warrants extra VVAC Personnel and/or Security, the cost will be provided to Licensee prior to the event and the Licensee is responsible for paying associated charges.

Parking and Deliveries:

Deliveries and pick-ups must be scheduled through the VVAC Representative. Anyone servicing an event, its set-up or its coordination must check in with the VVAC Representative at the designated entrance. VVAC staff is not available to assist in handling or unloading equipment.

The VVAC will not provide storage for any valuable items and is not liable for lost, stolen, or damaged items.

Catering:

Food and beverage service, including alcohol, may be provided and served through the VVAC's catering partner, Moscato's Italian Restaurant. However, other outside food or catering is permitted. The Licensee must be prepared to meet all catering-related costs.

Food and beverages may be consumed only in the Watkins Lobby, Kemper Room or Donor Patio. No food or beverages are permitted in the Museum Galleries.

Artwork, Artifacts and Décor:

The VVAC Galleries change frequently. We cannot guarantee that the exhibitions will not change between the time of booking and the event.

Taping or tacking of decorations or meeting materials to walls or windows is not permitted in any Facilities. Museum exhibits and fixtures may not be moved.

Signage, decorations, plants, flowers, and display items and their installations must be approved in writing by the VVAC Representative three (3) weeks prior to the event. Many types of flowers and plants are prohibited such as bark, seed pods, pine cones, driftwood, evergreen branches with pollen stalks, ferns with spores, and catkins.

Aerosol, glitter, confetti, stickers, and helium balloons are not permitted on the premises. Electric votives are permitted.

Vendors:

All programming elements are to be cleared through VVAC Representative. Décor, lighting, audio/visual needs, entertainment, performers, rental equipment, etc. must be approved by the VVAC Representative at least three (3) weeks prior to the event.

Small musical groups providing background music may be used in pre-designated areas. Dancing and large musical groups cannot be accommodated for reasons of space and safety.

Publicity and Photography:

All printed and digital invitations, event listings, and/or documents that reference or describe the VVAC, including logo, must be approved by the VVAC Representative prior to being printed and/or distributed.

If press and media coverage of the event is planned, including private photography or videography, permission must be obtained in writing from the VVAC at least three (3) weeks in advance.

Photography and videography for personal, non-commercial use are allowed in the Watkins Lobby, Kemper Room and Donor Patio.

The VVAC reserves the right to distribute educational materials related to exhibitions or the Museum at your event.

Fire Code:

In the event of a fire, injury or other emergency, you must notify Security immediately and adhere to Security requests.

Smoking is not allowed anywhere in the facility, including the Donor Patio.

Fire exits, hallways, and aisles cannot be blocked, and room capacities cannot be exceeded.

Open flames are not allowed in the Museum at any time.

TERMS AND CONDITIONS

The VVAC and the Licensee respectively agree to and shall observe and adhere to the following conditions:

1. **Definitions:** As used in the Terms and Conditions and the attached Agreement, unless the context otherwise indicates, "Licensee" means the organization or person named in the attached Agreement and its officers, employees, agents, representatives, any independent contractors employed by the Licensee and also patrons attending the Licensee's program. The VVAC means the Verde Valley Archaeology Center and its property, Facilities, and equipment.
2. **Refundable Security Deposit:** Licensee's Refundable Security Deposit, made in the sum provided in the attached Agreement, may be held by the VVAC and applied to the payments due and owing from the Licensee and also to any loss or expense which the VVAC may suffer on the Licensee's account, including without limitation:
 - a. Any additional charges for insurance, equipment, materials, and services incurred by the VVAC on the Licensee's behalf;
 - b. The cost of removal and storing any materials, equipment, or property erected or placed by Licensee and not removed by Licensee at the end of the event;
 - c. The cost of repair or replacement of any damaged VVAC property.Licensee's obligation to pay use fees, expenses, or damages is not limited to the amount of the Refundable Security Deposit, and the Licensee agrees to indemnify and hold VVAC harmless against all loss, expense, and liability from acts or omissions of Licensee, his/her agents or his/her employees, or arising from or on account of the event under the attached Agreement.
3. **Insurance:** Without thereby limiting Licensee's agreements to indemnify the VVAC contained herein, Licensee agrees to procure at its own cost and expense, public liability and property damage insurance to protect the Licensee, the VVAC, and its Board of Trustees, officers, and employees from any claims for damage to property (including the VVAC's property) and for all personal injuries, including death, which may arise from the use of the Facilities by the Licensee as follows:
 - a. Organization are required to name the VVAC as additional insured and provide evidence of broad form comprehensive general liability coverage with limits of not less than \$1,000,000 for bodily injury and property damage and, if applicable, evidence of worker's compensation coverage. Liability for damages shall not be limited to the face amount of insurance. The Licensee further agrees to supply a certificate of insurance that will include the dates of Facility use, the limits of coverage and the endorsement that the VVAC is an additionally named insured. This certificate must be filed with the VVAC Events Office at least three (3) weeks before the Licensee occupies the Facility. Failure to provide said certificate would result in the Licensee being barred from the Facility. All events require a certificate of insurance. To obtain a certificate, contact your insurance broker and ask for a Special Events Liability Certificate. If you do not have an agent, contact a local retail agent to inquire about getting a Special Events policy for your event.
4. **Control of Premises:** In renting or providing use of the Facilities to the Licensee, the VVAC does not relinquish the right to control management of VVAC Facilities, nor its title or right to possession or control thereof. The VVAC and its representatives may enter any part of the VVAC's Facilities at any time and on any occasion. No unauthorized person(s) shall be allowed in the building during the event. The VVAC Facilities are not opened, nor does the event begin without the express permission of the Event Manager-in-Charge. At all times during the event, the VVAC reserves the right to control and specify the lighting level or intensity and the nature and volume of sound amplification within the Facilities. The VVAC uses its Facilities year-round. Some of the VVAC's activities occasionally require use of areas while working with outside vendors. In such cases, every effort will be made by the VVAC to not intrude on the Licensee's event.
5. **Utilities:** The VVAC will make every effort to assure the provision of adequate electrical, heat, cooling, water, and other utilities and normal janitorial services but the VVAC cannot be liable for failure to provide those services not within the Frye's control. Normal janitorial services include the sweeping of floors, emptying of wastebaskets, and replenishing of restroom supplies. Extraordinary utilities and/or janitorial services may be provided, but will be at the Licensee's expense.
6. **Alteration or Defacing of the Facility:** The Licensee will not cause or permit any nails, screws, pushpins, staples, thumbtacks, or other instruments to be driven into any portion of the VVAC Facilities or its furnishings except as expressly granted in this Agreement. No signs are to be affixed to the interior or exterior thereof, by any means, tape included. The Licensee will not cause or permit any removal, changes, alterations, repairs, painting, or staining of any part of the Facilities or furnishings or equipment thereof. Licensee agrees to pay the cost of repair of all injury or damage that may be done to Frye Facilities or any of the fixtures thereof by the Licensee. It is expressly agreed that the VVAC shall determine whether any damage has been done, the amount thereof, the reasonable cost of repairing same and, under terms of the Agreement, whether Licensee is responsible. The VVAC's decision shall be final unless arbitrary, unreasonable, or based on a mistake of fact or interpretation. Licensee's objection must be given in writing to the VVAC Director within ten (10) days after being informed of such a decision.
7. **Compliance with Laws and Regulations:** The Licensee is subject to and agrees to comply with all applicable laws of the United States of America and the State of Arizona, and ordinances of Yavapai County and the Town of Camp Verde and rules and regulations of the VVAC applicable to the Facilities included and other VVAC property, including:
 - a. Any use or practice which would increase the risk of fire or hazard, including but not limited to exceeding the capacity of any VVAC Facility, refer to the Guidelines for further rules and regulations of the VVAC;
 - b. Any obstruction of the entrances or exits or aisles of any Facility;
 - c. Licensee's obligation to have or obtain a Business License from the Town of Camp Verde;
 - d. Licensee's obligation to pay applicable taxes, including but not limited to Arizona State Sales Tax or Town of Camp Verde Tax.

- 8. Representations and Warranties as to Program:** Licensee agrees, represents, and warrants that nothing contained in the program of the event shall:
 - a. Violate or infringe upon any copyright, right of privacy or other statutory or common law or right of any person, firm, corporation, or institution;
 - b. Defame or be harmful to the reputation of any person, group, firm, corporation, or institution, including the VVAC or its Board of Trustees;
 - c. If broadcast rights are granted by this Agreement, shall not violate the Code of Good Practice of the National Association of Broadcasters.
- 9. Copyright/Royalties:** It shall be the sole responsibility of the Licensee to obtain any and all appropriate performing rights licenses prior to any performance for which one or more performing rights licenses is required. The Licensee shall demonstrate satisfaction of the responsibility described above by submitting evidence of proper licensing to the VVAC not less than three (3) weeks prior to the performance for which said license is required.
- 10. Assignment:** Licensee agreed not to assign, transfer, convey, sublet, or to otherwise dispose of this Agreement or its right to use the Facility, to any person, company or corporation without prior consent in writing from the VVAC.
- 11. Impossibility:** In the event that the Facilities or any part thereof shall be destroyed or damaged by fires or in any other case rendering them unfit for use, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the VVAC impossible, including (without limitation) Acts of God or any labor dispute, then and thereupon this Agreement shall terminate and the Licensee shall pay the use fee for the Facility only up to the time of such termination, and the VVAC shall refund all additional moneys as shall have been made by deposit or use fee payments. Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated. The VVAC shall not be liable to the Licensee or any third party for any consequential or business interruption damage as a result of such termination.
- 12. Indemnification:** Except for the sole negligence of the VVAC, its Board, agents, and employees, Licensee shall indemnify, save, and hold harmless the VVAC and its Board, employees, agents, and officers:
 - a. Against any and all loss and/or damage to any and all part of the Facilities including (without limitation) the furnishings thereof, which may occur during the event or, at any time, as a result of use by Licensee, Licensee's officers, agents, employees, independent contractors employed by the Licensee or others in any way connected with Licensee, including persons attending the event, and;
 - b. Against any claim of personal injury (including death) or infringement of personal rights, including (without limitation) libel, slander, invasion of privacy, copyright infringement, and damage to property which may occur at the time of the event or, at any time, as a result of use by Licensee or any person similarly connected with Licensee, and;
 - c. Against any claim of loss or damage by reason of any breach or failure of any agreements, representations, and warranties contained herein, and;
 - d. Against all claims of any kind and nature arising from or in any other way connected with the performance or preparation of the event or the use by Licensee of the Facilities, including (without limitation) claims for the repayment of taxes of any kind or nature.Licensee hereby further agrees to assume, at its own expense, the defense of any of the aforesaid losses, damages, or claims or of any action or actions based thereon and pay the reasonable fees and expenses of attorneys employed by the VVAC to defend against any claim covered by this paragraph.
- 13. Limitation of the VVAC's Liability to License:** In the event that the VVAC should be or become liable to the Licensee under the terms of this Agreement or for any act, occurrence, or default arising from or related to the event covered by this Agreement, the VVAC's liability shall be limited to the amount of use fee and deposit payments made or payable hereunder, and in no event shall the VVAC be liable to pay to the Licensees any sum greater than the payments received by the VVAC from the Licensee under this Agreement.
- 14. Waiver of Subrogation:** The VVAC and Licensee agree to hereby waive all rights of recovery against the other and Trustees, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such a loss of damage is insured against under any insurance policy which either may have enforced at the time of loss or damage. Licensee shall give notice to its insurance carrier that the forgoing mutual Waiver of Subrogation is contained in this Agreement.
- 15. Fundraising:** No fundraising for any other entity than the VVAC is permitted and no commercial sales or transactions are allowed without prior approval by the Director. The Facility may not be used for religious or political activity.
- 16. Interpretation:** Each and every provision, condition, covenant, and amendment hereof is a material part of the consideration for this Agreement, including (without limitation) those set forth and any amendments that are attached hereto. In interpreting this Agreement, Licensee acknowledges that it has read the contents of this Agreement, understands its terms, and agrees that this Agreement shall not be construed against the VVAC because the VVAC was the drafter of this Agreement.