

Date Deposit Paid \_\_\_\_\_  
WHC Coordinator \_\_\_\_\_



### Western Heritage Center Facility Use Agreement

Thank you for selecting the Western Heritage Center (herein “WHC”) for your upcoming special event. To ensure its success, the following policies have been established. The WHC asks that you (herein “Event Host”) read, understand, and respect these policies. As signatory, you are responsible for knowing and abiding by these regulations and will be accountable for any infractions that may occur. At least one WHC staff person will serve as the Event Coordinator and will be present at all times during the event to assist you. For questions or to book a reservation, please contact Lisa Olmsted, Business Manager, at 406-256-6809 x121 or [lisa@ywhc.org](mailto:lisa@ywhc.org).

Name of group:

Name of contact person:

Phone number:

Mailing address:

E-mail address:

Date(s) of event:

Hours of actual event:

Time needed for setup & cleanup (30 minutes of each is included in room rental fee; refer to Event setup/cleanup Conditions 13-14, which follows):

Time doors should open for event:

Expected group size:

Name of Event Host (must be an adult representative of the booking party/organization who will be present at all times during the event and in responsible for the conditions detailed in the General Conditions 1-8):

Has the Event Host visited the desired rental space?  Yes  No

Name(s) of Event Representatives: (in addition to Event Host; refer to General Conditions 8 for details):

Event Details (please note if event is private/public, type of event, and name of speaker or topic if public lecture):

## Facility Rentals

Spaces are available to rent on a two-hour rate, with additional time charged on a by-hour basis. Availability of some spaces is dependent on our business hours—spaces open to paid visitors are not generally available during the business day—and the traveling exhibition schedules.

Business Hours: Mon-Sate 10 am-5 pm (closed holidays)

ALL RENTAL RATES ARE FOR A TWO-HOUR PERIOD (unless otherwise noted), WITH AN ADDITIONAL 30 MINUTES INCLUDED FOR SET-UP AND CLEAN UP

		<b>Rate</b>	<b>Each Additional Hour</b>
<input type="checkbox"/>	Main Gallery	\$ 250	\$ 50
<input type="checkbox"/>	Entire Main Floor	\$ 400	\$ 100
	Exhibits: <input type="checkbox"/> On <input type="checkbox"/> Off		
<input type="checkbox"/>	Kitchen	\$ 100	\$ 25
<input type="checkbox"/>	Entire Museum	\$ 700	\$ 100
	Exhibits: <input type="checkbox"/> On <input type="checkbox"/> Off		

Prices Effective July 1, 2009

Are tickets being sold/reserved for the event?       Yes       No

The booking party is solely responsible to ensure adequate staff is present to distribute or collect tickets; Museum staff members cannot be used for this effort. Please refer to General Condition 8.

If yes, cost per ticket:       Date tickets go on sale:

Location tickets being sold:

Phone number or website for more ticket information:

Will food be served?  Yes  No

If yes, caterer's name:

Food to be offered (i.e.: seated dinner, hors d'oeuvres):

The WHC does not provide bartending services; we can provide recommendations. Please refer to Food and Beverage Conditions 9-12 and note that food and beverages may only be served and consumed in the Main Gallery.

Additional equipment or furniture needed (please check all that apply):

Upon availability, these items can be reserved with at least one week notice prior to the event date. The Museum also does NOT provide or rent table linens. Equipment can not be taken or used outside.

- LCD Projector and Laptop  
(1 existing; \$50/day – equipment check will be done 24 hours in advance of event)
- TV/VCR/DVD Combo (1 existing; \$50/day)       Electrical Outlets; # needed   
(Availability depends on space needed)
- Podium with Microphone (1 existing; \$50/day)       Chairs; # needed   
(80 existing; \$.050 per/day)
- 6' Rectangular Table; # needed   
(4 existing; seat max. of 8 each; \$2 per/day)
- 8' Rectangle Table; # needed   
(8 existing; seat max of 10 each; \$2 per/day)

Will furniture or equipment rentals be made through a third-party?  Yes  No  
(Refer to Event Set Up/Clean Up Condition 15.)

If yes, please describe:

Name of Rental Company:

Requested time for rental deliveries:

Are products or services being sold at the event?  Yes  No

Advance permission from the WHC is required. The booking party is responsible to provide representatives to staff the sale table and collect money: WHC staff members cannot be used for this effort.

If yes, description of item:

Price of item:

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Applicable discounts (applies to total rental charge; discounts cannot be combined):

WHC Member – 10%  Non-Profit Organization (501(c)(3)) – 10%

It is agreed that:

**General Conditions:**

1. Reservations for use of the WHC facilities are accepted on a first-in basis provided that the facility and adequate staff are available. Reservations are not confirmed until both a member of the WHC staff and the event host have signed a copy of the WHC's Facility Use Agreement and a 25% deposit has been paid by the booking party. (The remaining rental balance is due 48 hours prior to the event date.) Events will not be allowed that, in the judgment of the WHC could disrupt or conflict with the primary use of the building as a public museum or that could be inconsistent with the WHC's mission. The Western Heritage Center will review applications on a case-by-case basis and apply its rental policies, which are consistent with those of Yellowstone County and the Board of Directors. Use of the WHC facilities shall not be considered as endorsement or approval of the activity, group, or organization hosting the event, nor for the purposes it represents. If the booking party is new to the WHC a walk-through of the facility is required no less than two days prior to the event date (or, if an out-of-town party, no less than two hours before event start time).
2. No smoking is permitted on or inside any part of the WHC facility.
3. No open flames (i.e. candles, fireworks, incense, etc.) are permitted on any part of the WHC facility.
4. The Event Host assumes all liability for any personal injury to any member of the group in attendance which may occur during, or result from, the use of the property. The Event Host agrees to defend, indemnify, and hold the WHC harmless from any such liability.

The WHC is not responsible for damages to personal property or loss of personal property which may occur during the use of the premises. The Event Host hereby releases the WHC, its agents and employees from any claims or losses arising from theft, damage, or destruction or any equipment, personal property, or effects upon the premises or facilities used by the Event Host or attendees. The Event

Host agrees to defend, indemnify, and hold the WHC harmless from any such liability.

The Event Host assumes all financial responsibility for damage to or loss of WHC property. The Event Host will be charged for and will reimburse the WHC for any and all damages to the facilities and/or the equipment caused by itself, its employees, or participants in the event.

The Event Host will maintain comprehensive general liability insurance including bodily injury, personal injury, and property damage, with limits not less than \$1,000,000 per claim and/or \$2,500,000 per occurrence. The Event Host's insurance shall be the primary insurance and any insurance or self-insurance maintained by Yellowstone County or WHC shall be in excess of the Event Host's insurance and shall not contribute to it. The Event Host shall name the WHC as an additional insured party and shall provide a certificate of insurance no later than 10 days prior to the date of the event.

5. Prior to the event, a designated WHC staff person will need to approve any requests for special WHC services such as electrical outlets, electronic equipment, tables, chairs, etc.
6. For certain events, a copy of the guest list may be requested. Any changes which could impact WHC's preparation (including number of guests, time of event, special needs, etc.) must be communicated to Lisa Olmsted at 406-256-6809 x121 as soon as possible and must be approved. The WHC reserves the right to restrict any procedures or activities as necessary for the protection of the WHC and its exhibits.
7. The Event Host is responsible for the behavior of his/her guests. The WHC reserves the right to request that the Event Host expel any visitor acting in a manner that might threaten the well-being of other individuals, artifacts, exhibits, or the building facilities.
8. According to the group size, the Event Host must provide adequate staffing for the event according to the specifications below. Event representatives need to manage activities such as ticket collection and sales, crowd management (turning away guests if the event is sold out), and exhibit protection (ensuring guests do not bring food and beverage into our exhibit spaces).

1-25 guests = 1 representative  
25-100 guests = 3 representatives  
100+ = 5 representatives

## **Food and Beverage Conditions**

9. Food and beverages are permitted only in pre-designated areas, namely the Main Gallery and kitchen.
10. All food must be supplied, prepared, and served by certified caterers. The Event Host will be responsible for any injury, sickness, or other problems which result from the handling, storage, or consumption of any food or beverage by the guests.
11. All alcohol must be supplied, prepared, and served by licensed bartenders.
12. Questions from certified caterers regarding available facilities and restriction should be directed to Lisa Olmsted at 406-256-6809 x121.

## **Event Set Up/Clean Up Conditions**

13. Event set up may occur 30 minutes prior to the start of the event at no additional charge; if additional set up time is necessary an hourly overage rental rate will apply as denoted on page 2 of this agreement. The Event Coordinator will ensure the requested equipment is located within the rental space and put away after the event; it is the responsibility of the Event Host and Event Representatives to arrange the furniture as desired within the rental space unless previously agreed upon with a WHC staff person. No WHC furniture or objects may be moved into or out of the rental space without the prior approval and supervision of the designated staff person. No decorations or materials of any kind may be attached to the walls, ceilings, doors, or windows without written permission of the WHC. No open flames (candles) are allowed on the WHC premises.
14. The Event Host and Event Representatives are responsible for removing all materials and food off the tables and either disposing of them in the provided trash receptacles or removing them from the rental space. The Event Host and Event Representatives are responsible for immediately cleaning up spills; the Event Coordinator shall provide the necessary cleaning equipment. Event clean up must be completed within 30 minutes after the end of the event; if additional clean up time is necessary the respective hourly overage rate will apply. If adequate event clean up (as determined by the WHC's Event Coordinator) is not completed before the Event Host departs, an additional expense of the respective hourly overage rate plus an additional fee of \$50/hour will be incurred.
15. The WHC has a limited number of chairs and tables available for reservation; no table linens are available through the WHC.

Third-party rental companies may be used to rent equipment or furniture not available from the WHC. Deliveries can only be accepted on the day of the event with the advance approval of the WHC, unless previously agreed upon with a WHC staff person.

**Museum Staff Conditions**

16. All events will be staffed with at least one Event Coordinator provided by the WHC in addition to the Event Host and Representative(s) provided by the booking party. Some events may require additional security or maintenance staff as determined by the WHC.

Event Host: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Event Host: \_\_\_\_\_

Please sign and date, then mail, email, or fax an original Facility Use Agreement to:

Lisa Olmsted  
Business Manager  
Western Heritage Center  
2822 Montana Avenue  
Billings, MT [lisa@ywhc.org](mailto:lisa@ywhc.org)  
406-256-6809  
406-256-6850 (fax)

An invoice will be mailed to the contact named on page 1 of this agreement, and payment of a 25% deposit will be required immediately to confirm the reservation.

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~ For Office Use Only ~

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_