

# The Nelson Gallery Foundation

(DBA: The Nelson-Atkins Museum of Art)



## VENUE RENTAL AGREEMENT

### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Nelson Gallery Foundation, (dba) The Nelson-Atkins Museum of Art, 4525 Oak Street, Kansas City, MO, 64111, (816) 751-1278, referred to as the Museum, and [Click or tap here to enter text.](#), referred to as the Client.

Client Information:

<b>BILLING CONTACT:</b>	Click or tap here to enter text.	Click or tap here to enter text.
<b>ORGANIZATION NAME &amp; TITLE (IF APPLICABLE):</b>	Click or tap here to enter text.	Click or tap here to enter text.
<b>PHONE NUMBER:</b>	Click or tap here to enter text.	Click or tap here to enter text.
<b>EMAIL ADDRESS:</b>	Click or tap here to enter text.	Click or tap here to enter text.
<b>BILLING ADDRESS:</b>	Click or tap here to enter text.	Click or tap here to enter text.
<b>CITY, STATE, ZIP CODE:</b>	Click or tap here to enter text.	Click or tap here to enter text.

Event Information:

<b>EVENT TYPE:</b>	Click or tap here to enter text.		
<b>EVENT NAME:</b>	Click or tap here to enter text.		
<b>EVENT DATE:</b>	Click or tap here to enter text.	<b>EVENT START/END TIME:</b>	Click or tap here to enter text.
<b>ESTIMATED GUEST COUNT:</b>	Click or tap here to enter text.		
<b>RENTAL FEE DEPOSIT DUE:</b>	Click or tap here to enter text.		

Date	Day	Start Time	End Time	Function Type	Function Space	# of People	Rental
MM/DD/YY	Day	9:00 AM	5:00 PM	Set Up	TBD	1	\$0.00
MM/DD/YY	Day	9:00 AM	5:00 PM	Set Up	TBD	1	\$0.00
MM/DD/YY	Day	10:00 AM	11:59 PM	Ceremony	TBD	1	\$0.00
MM/DD/YY	Day	5:30 PM	11:59 PM	Cocktail Reception	TBD	500	\$0.00
MM/DD/YY	Day	6:30 PM	11:59 PM	Dinner	TBD	500	\$0.00
MM/DD/YY	Day	12:00 AM	1:00 AM	Teardown	TBD	10	\$0.00
MM/DD/YY	Day	9:00 AM	12:00 PM	Teardown	TBD	10	\$0.00

### VENUE ACCESS

Clients and hired vendors may be permitted to access during the times indicated above. Requests for access beyond these times must be communicated in advance in writing and are subject to review and approval by the Museum.

The latest end time for all event rentals is midnight. Musicians and entertainment must conclude no later than 11:55 PM. All vendors must complete teardown and vacate the premises no later than 1:00 AM, unless otherwise approved and noted in writing.

Events that exceed their scheduled rental window will be subject to overage charges of \$500 per hour. The Museum is not responsible for any items left after an event.

**ADVANCE PAYMENT SCHEDULE**

The payment schedule for your Event is outlined below:

AMOUNT	TIMEFRAME	DATE
Deposit - Venue Rental Rate - Fee	At time of signed agreement	Click or tap to enter a date.
Membership Dues (For Discounted Pricing)	30 business days prior to the event	Click or tap to enter a date.
50% of estimated costs	30 business days prior to the event	Click or tap to enter a date.
Remainder of charges including services fees as determined by attendance guarantee	7 business days prior to the event	Click or tap to enter a date.
Ancillary or additional costs incurred within 7 business days prior to the event or on the event date.	Invoiced 14 business days after the conclusion of the event. Payment due within 30 days after receipt of invoice.	Click or tap to enter a date.

A Cost Estimate, beyond venue rental fees, will be provided at minimum 30 days in advance of the event.

Payments may be processed by credit card by phone, with no service or convenience charges. Otherwise, all payments should be made payable to **The Nelson Gallery Foundation** and mailed or delivered to:

The Nelson-Atkins Museum of Art  
 Attn: Event Planning  
 4525 Oak Street  
 Kansas City, Missouri 64111

As a non-profit organization, the museum does not charge tax or gratuity; however, food & beverage items are subject to a service charge.

**DEPOSIT | CANCELLATION | REFUND POLICY**

A deposit – equivalent to the venue rental fee or, where the rental fee is waived, 50% of estimated event costs – is due with signed agreement. The event is subject to cancellation if the deposit and signed agreement are not received within one (1) week of delivery. A 7% non-refundable ‘Preservation Fee’ will be assessed with every rental, after applicable discounts. This fee will be included in the final invoice and will help ensure the preservation and conservation of the museum and its collections for generations to come.

In instances where the Client requests a change of date, the Museum will consider future availability and reschedule, if possible. The deposit will be transferred to the new event date.

If Client cancels an event at or more than thirty (30) business days prior to the event, the Client will be refunded 50% of monies paid to the Nelson-Atkins. If Client requests a cancellation less than thirty (30) business days prior to an event, no monies paid to the Nelson-Atkins shall be refunded to the Client.

Events booked less than thirty (30) business days prior to the event date are not eligible for refunds of any monies paid to the Museum. If the deposit and contract are not received three (3) weeks prior to the event, rush fees or ultimately cancellation may be applied by the Museum to the Client.

All cancellation or change requests must be made in writing and delivered to the Event Planning Department by email at [events@nelson-atkins.org](mailto:events@nelson-atkins.org).

The Nelson-Atkins is first and foremost a repository for art. When essential, art-safety maintenance must be performed, and it may be impossible to anticipate before an event is under contract. If art-safety maintenance is deemed necessary, the client will be notified as soon as possible if the maintenance impacts the execution and/or aesthetic of the contracted event. The client may choose to reschedule or refund their event deposit without penalty if this occurs. For maintenance that does not compromise the execution or aesthetic of the event, the museum is not required to give the client prior notice.

### **CONDITIONS AND RESPONSIBILITIES OF RENTAL**

Venues at the museum are available for private event rentals, including social, corporate, member, or community events. Wedding ceremonies are available only when renting the museum for a wedding reception.

Commercial and promotional photoshoots and rentals can be arranged. Giveaways, sale of items or merchandise, or silent auctions are permitted in private, closed-door areas when the museum is open to the public or after-hours during a private event rental. Plans for such activities are to be preapproved by the museum at the time of the application.

Non-profit and other fundraising events are permitted if the fundraiser is not in conflict with the museum's own fundraising efforts or considered to be in conflict with the Museum's goals. Not-for-profit, 501c3 organizations are eligible for a 50% discount applicable on the venue rental rate. Documentation is required. Member, Business Council, or Non-profit discounts are mutually exclusive and non-transferable.

Silent auctions and ticket sales are allowed. While the Museum can be a venue for ticketed events, tickets are to be sold in advance of the event and not upon arrival on site.

The Museum reserves the right to make exceptions on a case-by-case basis.

### **CERTIFICATE OF INSURANCE**

The Client, at their sole expense, must provide and maintain a certificate of insurance showing that the Client has in force bodily injury and property damage liability insurance in an amount of no less than \$1,000,000 combined single limit and certifying that The Nelson Gallery Foundation, The William Rockhill Nelson Trust and their respective Trustees are named as additional insureds under such a policy for all claims made with respect to the event. Such coverage must cover set-up, event, and teardown dates as well as extend to and include not only the Museum building and grounds, but all parking facilities used in connection with the event.

**Requirements:** General Liability including in force bodily injury, property damage, and hosted liquor (if applicable)

**Minimum:** \$1,000,000

**Additional Insureds:** The Nelson Gallery Foundation, The William Rockhill Nelson Trust and their respective Trustees

**Certificate Holder:** The Nelson-Atkins Museum of Art, 4525 Oak Street, Kansas City, MO 64111

The certificate of insurance must be provided 30 business days prior to the event. In no case will the facilities be available without this coverage.

**DAMAGE(S)**

If any cleaning or repairs are deemed necessary beyond normal use (i.e. paint damage, floor gouges, damage to walls, lawn of other areas of use.) the Client will be charged, and this fee will be added to the final invoice. If the building or any part of the premises or its historic contents, including furniture, artwork, or exhibits, is damaged during the event, the Client will be solely responsible for such damage.

**MUSEUM ACCESS AND SECURITY**

Names of any outside personnel needing to enter the Museum prior to the commencement hour of the event must be provided one week in advance of the event so that their admittance can be cleared through the Security Department. A list of any equipment to be delivered to the Museum for the event and the method of delivery must be provided at least one week in advance of the event. Arrival, entry, and departure instructions will be provided to all vendors and personnel in advance and must be adhered to explicitly. Vendors and other personnel may be asked to provide a form of identification before entry, are required to carry the name badges while onsite, and present them upon request. Security reserves the right to deny entry and ask vendors, performers, or other personnel to leave the premises if they fail to meet any of the above requirements.

**CAPACITY**

The Client understands and will abide by the maximum standing/seating capacity of the following venue options:

	VENUE	STANDING RECEPTION CAPACITY	SEATED RECEPTION CAPACITY	AVAILABILITY
	<b>Indoors</b>			
	Atkins Auditorium	-	500	M, Th - Sun
	Bloch Lobby	1000	-	Evenings M, Sat - Sun
	Kirkwood Hall	1000	450	M, Th - Sun
	Lens 2	132	100	M, Th - Sun
	Rockhill Room	80	50	M, Th - Sun
	Rozzelle Court	500	215	M, Th.- Sun Evening Only
	The Cloister	50	50	Limited
	<b>Outdoors</b>			
	Donald J. Hall Sculpture Park	2000+	-	Limited
	East Sculpture Terrace	300+	-	M, Th - Sun
	Tapis Vert	300+	-	M, Th - Sun
	West Terrace	300+	350-400	M, Th - Sun

**MUSEUM PROGRAMMING**

The museum engages in routine programming that may impact external events. Art themed miniature golf course operates in the Donald J. Hall Sculpture Park spring, summer, and fall. Tivoli Under the Stars outdoor movie cinema operates on Friday evenings on the Lens 1 roof lawn in the summer and moves into Atkins Auditorium during inclement weather. A holiday tree is centrally displayed in Kirkwood Hall approximately mid-November through early January and stands 20-foot-tall with a base of 8x12 feet.

Any event booked within or in proximity to these spaces will be expected to incorporate existing programming into their planning and floor plan. The use of any of the Museum’s facilities is contingent upon the availability of space,

proper staffing, and the Museum's own event schedule.

### **PARKING AND LABOR CHARGES**

During public hours of operation, parking is available in the museum's underground garage during the time of the event on a first come- first served basis. A per vehicle parking charge is applied with no in/out privileges. Clients can arrange to pay for their attendees using parking vouchers/wristbands or have attendees pay individually. Card carrying members of the museum do not pay for parking. Valet parking, shuttle service or off-site parking may be necessary based on the size of the event and other museum events happening simultaneously. Any additional fees are the responsibility of the Client.

After-hours, the Client may reserve the parking garage, for a fee, for their exclusive use. Options available are:

- Guests pay for parking individually at the current per vehicle rate.
- One-time use parking vouchers, supplied by the Museum to the Client, to be distributed to guests. Redeemed parking vouchers will be invoiced at the current per vehicle rate.
- Garage buyout:
  - Events less than 100 guests (partial first level of garage): non-member pricing \$1,260; member pricing \$1,200
  - Events less than 250 guests (first level of garage): non-member pricing \$3,150; member pricing \$2,800
  - Events over 250 guests (first and second level of garage): non-member pricing \$5,040; member pricing \$4,500.

For events over 400 guests the Museum does not guarantee that parking spaces will be available for every guest. There are 450 spaces available in the Museum's garage, 50 of which will be reserved for staff during the event.

### **SITE DECORATION**

As a museum there are several restrictions that have been put in place to protect the art and the museum itself. No nails, screws, staples, or penetrating items should be used on our walls or exhibit surfaces. All floral and plant material must be provided by an approved florist, floral wholesaler, or greenhouse that uses sterilized soil. No outdoor floral or plant material may be used. All arrangements must come in containers and display ready.

No flammable materials such as bunting, tissue, paper, crepe paper, etc., are permitted. All materials used for decorative purposes must be treated with flame-proofing and approved by the Fire Department. Balloons, bubbles, confetti, glitter and birdseed are prohibited.

Furniture placement should be a minimum of four (4) feet from the historic stone walls of any special event space. All elevated, freestanding equipment and stands must be weighted with 250 lbs. to prevent toppling. Décor, lighting and sound systems should be a minimum of four (4) feet from artwork in event spaces.

No additional direct lighting is permitted on artwork exhibited in event spaces. Any additional ambient lighting must be low-ultraviolet emitting LED lighting.

No use or operation of fog machines, explosives or pyrotechnics is allowed inside the facility. Also not permitted are engine, motor or machinery that use oils, burning fluids, camphene, kerosene, naphtha or gasoline or any other flammable chemical, for either mechanical or other purposes or any agent other than electricity for illuminating the premises. Cooking and the use of steam tables in the galleries also are not allowed.

Organizations are not allowed to bring live animals.

It is the Client's responsibility to ensure all décor is removed at the conclusion of the event, within the specified teardown period. Decoration of any kind left behind after an event is subject to a mandatory \$500 clean-up fee to be paid by the Client.

### **NOISE**

The Client acknowledges that the premises are of a unique nature as a museum and that art works can be subject to damage from the effects of sound vibration, and therefore agrees to control the noise level at the event such that it does not impact art objects. If Client's event creates a disturbance due to high noise volume, Client shall immediately reduce the volume. If repeated disturbances are created, at the Museum staff's discretion, Client may be expelled from the premises, or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded to the Client.

### **CONDUCT**

There is absolutely no illicit drug use or smoking of any kind tolerated in the museum or within 25 feet of the building, including loitering or congregating outside in the North Drive area at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be considered grounds for immediate expulsion. Clients and guests should use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of the Museum staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases, no refund of the rental fee shall be made.

### **LOST AND FOUND**

The Museum takes no responsibility for personal effects and possessions left on the premises during or after any event. We do, however, maintain lost and found and will hold recovered items for up to 60 days. Every attempt will be made to return any recovered item to its rightful owner.

### **EXCLUSIVE CATERING, RUSH CHARGES, AND GUARANTEES**

Rozzelle Court, operated by American Dining Creations, is the exclusive caterer for all museum events. Pre-set catering menus are available, or the Executive Chef can create custom dining experiences when requested. Requests for extraordinary service standards will require added charges that will be determined and shared in advance of the event.

As the holder of the Museum's liquor license, Rozzelle Court is required to manage and dispense all alcoholic beverages onsite, including staffing and oversight. No alcohol may be served unless there is also food provided. Shots of any liquor or beverages served neat, straight, or up are not permissible. Spirits are expected to be served over ice (*on the rocks*) and with at least one mixer. Signature and specialty cocktails will be considered on a case-by-case basis with guidance from the Restaurant Manager and Banquet Manager. Client shall not bring any outside food or beverage on the premises.

Last call for alcoholic beverages must be no less than one half hour before the scheduled end of the event with bars closing no less than 15 minutes before the scheduled end of the event. Any exceptions are subject to advanced, written approval.

A 20% Food & Beverage Service fee applies. A 25% Food and Beverage Service fee applies to rentals on Tuesday/Wednesday. The client shall notify the Event Planning Department three (3) weeks in advance of the event with final menu selections. Menus that come in after the deadline will be subject to a rush charge of \$250 per day for late selections. The museum reserves the right to modify late food and drink selections, without prior consultation with client, based on availability of product. Modifications to finalized menus are circumstantial, may incur a change fee and will not be accommodated 72 hours before an event.

Client shall notify the Event Planning Department seven (7) business days in advance of the event of the final number of persons the Client guarantees. The guarantee shall not exceed the maximum capacity of the areas within the facility in which the event will be held. This number will be considered a guarantee, not subject to reduction. The Museum will count the actual number of attendees. If the actual attendance is greater than the guaranteed attendance the actual attendance count will be charged on the final invoice. If the actual count is less than the guaranteed count, the guaranteed attendance will be charged.

If a client fails to notify the museum representative of the guaranteed attendance within the time required, the event will be staged and prepared to serve the number of estimated people in the Event Order which will then be deemed to be the guarantee.

The Museum will be prepared to serve 3% more than the guaranteed number of attendees and cannot be responsible for service to more than 3 % over the guarantee. If the guarantee is raised within 72 hours, the 3% over set will not apply, and the guarantee then becomes the set.

### **ROZZELLE COURT CLOSURES**

Rozzelle Court is a full-service restaurant that serves the public on days the museum is open. If furniture rearrangement inside Rozzelle Court is necessary for a private event, Client will be required to buy out the restaurant starting at 2pm. Events that require furniture movement or external rentals in Rozzelle Court will be required to buy out the restaurant for the entire day of the event and may choose to close the restaurant starting at 4pm the day prior to access the space earlier.

### **CITY, COUNTY, STATE AND FEDERAL LAWS**

Client agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is always a drug free and non-smoking facility. No exceptions. Client shall not sell alcohol on the premises at any time. Client may not serve alcohol to minors on the premises at any time. Client agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. The Museum reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of the Museum or the safety of its staff, guests, or building contents.

Any caterers and/or outside vendors, companies, and/or institutions must follow the guidelines set forth in this rental agreement and the Client will be held liable for all damage(s) inflicted by such vendors.

### **ENTRY, EXIT, AND OBSTRUCTIONS**

Client agrees that the Museum staff may enter and exit the premises during the event. A representative of the Museum staff will be on-site during your entire event and will be checking periodically with the responsible parties to ensure everything is working smoothly. We will also be checking for noise or other issues related to art safety. No visitors may enter the staff area of the museum without an escort and a visitor badge clearly displayed.

Sidewalks, entries, passage vestibules, halls, elevators, and access ways to public utilities of the premises shall not be obstructed, or caused to be obstructed by the Client, their vendors, or personnel, or otherwise limiting means for ingress or egress to and from the premises.

### **EVACUATION AND EMERGENCY PROCEDURE**

Should it become necessary to shut down or evacuate the premises for reasons of public safety, safety of the art or premises, use of the venue will be extended for a sufficient time to complete an event without additional charges, provided such times do not interfere with another scheduled use of the venue or local ordinances. If it is not possible to complete an event or activity, rental shall be forfeited, prorated, or adjusted at the discretion of the

Museum and the Client hereby waives any claims for damages or compensation from the Museum.

All guests, staff, and vendors onsite are expected to abide by all directives given by museum Security or other staff on-site and overseeing the event.

### **MARKETING, PROMOTIONAL MATERIALS, AND COPYRIGHT**

Invitations, save-the-dates, website, email, or social media copy, and any additional printed or digitized materials that mention the Nelson-Atkins Museum of Art are subject to advance approval by the Museum to avoid compromise of its brand integrity. Materials must be submitted to the Event Planner or Event Planning Department for approval prior to being printed or electronically distributed.

If requested, the Museum will provide professionally created images of our space for promotional materials.

The Museum does not market or promote event rentals.

The Client acknowledges that neither they, nor their attendees, exhibitors, contractors, patrons, or invitees of any kind may use the common areas for marketing, promotion, exhibition, or any other use outside of general wayfinding, unless explicit permission by the Museum has been given.

### **MEDIA COVERAGE**

A minimum of two (2) weeks' notice is required if media coverage is anticipated for your event. A media escort is required and will be arranged by the Museum at the rate of \$120 for a two-hour period. If media coverage is anticipated but does not materialize, the escorting fee is still applicable. Should the media arrive to cover an event without prior arrangements, access may be denied at the discretion of the Museum.

### **PHOTOGRAPHY, AUDIO-VISUAL RECORDING, AND COPYRIGHT**

Non-flash photography, for personal use only, is permitted during special events at the museum by professional photographers/videographers. Photos and video shall be confined to event spaces during the Client's rental hours. Additional, non-gallery requests are subject to advance approval, and will only occur on the date of the event, after business hours. Copyright regulations prohibit photography of works of art. Commercial photography, private photoshoots, or video shoots are subject to additional rules & guidelines. The Event Planning Department can provide further information.

### **PERFORMANCE LICENSES**

The Client will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Client may use or request to be used at the museum.

### **MEMBERSHIP REQUIREMENT**

An Individual or Business Council membership is not a requirement to host events at the Museum. However, select membership levels receive additional benefits for event rentals. To be eligible to apply these benefits, the membership must be active a minimum of thirty (30) days prior to the event. Failure to meet the membership requirements will result in the cancellation of applied benefits and the Client will be responsible for any remaining balance as a result.

Weddings hosted at the museum have a unique opportunity to participate in the Member for a Day initiative which invites wedding guests to return and enjoy the various benefits of being a member-for-a-day. For additional information, contact the Membership Team via email at [membership@nelson-atkins.org](mailto:membership@nelson-atkins.org) or by phone at (816) 751 – 1285.



## **IN-HOUSE EQUIPMENT AND SERVICES**

The Museum has a limited inventory of tables, chairs, and linens that event rentals may use at no additional cost. Standard banquet service ware for up to 300 guests is available as part of the catering packages. The Museum will advise the Client in advance should additional rentals be required for the successful execution of the Client's event. Additional rentals may include, but are not limited to tables, chairs, linens, service ware – including plateware, flatware, glassware, displayware, equipment, etc.

Audio-visual assistance is available at a rate of \$50/hour. Events in Atkins Auditorium require the AV tech be onsite for operation, whether or not a third-party production company will be involved.

As part of the venue rental fee the Museum will provide an Event Planner or Captain, security staff, security escorts, and facilities personnel deemed appropriate for the size of the event. If the event requires extraordinary staffing for these services, given the scope of the event, the additional costs will be paid by the Client. In the instance where the rental fee has been waived and the Client is only responsible for labor costs associated with the setup, execution, and/or teardown of their event, the Museum will provide an estimate of those costs based on the projected event attendance, areas used and the length of time each staff personnel if required for the event.

Guest Service Officers (GSOs) are staffed for the safety of guests and of museum property. GSOs are under the direct supervision of their supervisory staff and only museum personnel shall give instructions to the officers. Any breach of security or safety regulations can result in the cancellation or cessation of an event at any time at the sole discretion of security personnel.

The Museum invites all people to explore art in its care, and through its broad collection, the depths and complexities of human experiences. As such, private event rentals may request a limited number of galleries open as part of their event, for a limited time. Requests are circumstantial and subject to approval. Selected galleries must be adjacent to the event function space and not exceed a total of two (2) hours. The Client will coordinate with the Event Planning Department at minimum of thirty (30) days in advance to determine which galleries shall be available and the best timeframe to open and close the galleries.

Self-guided, Docent, or Curator-led Tour requests are subject to availability and associated costs and will be coordinated by the Event Planner and the appropriate museum departments.

To ensure the safety and preservation of the Museum historical collection, guests are not permitted to touch the art. A two-foot distance from all art, including outdoor sculpture and the reflecting pool is required. Food and beverage are not allowed in the galleries. Guests are permitted to eat and drink in designated areas only.

At any time, if any behavior is observed that jeopardizes the museum or the artwork, access to the galleries will be immediately revoked, with no remedy to lost charges or time. The Client will be responsible for any damages as addressed in the DAMAGE(S) section of this contract.

## **USE OF THIRD-PARTY VENDORS**

If the Client wishes to hire third-party vendors to provide any goods or services at the museum during the event, the Client must notify the Museum at least thirty (30) days in advance of the specific goods or services to be provided. The Museum may, at its sole discretion, approve or deny incoming goods or services, require a business license, proof of adequate insurance coverage, and/or an indemnification agreement ahead of the event.

Complex events larger than 200 guests may be required to hire a professional event or meeting planner to coordinate with the Museum's venue Event Planner to ensure smooth execution of the Client's event. Wedding ceremonies and receptions, for example, require either a full-time or part-time wedding planner that will also be

on-site the day of the event. Planner may not be directly related to the bridal party or family, or a participant in the wedding day festivities.

The Museum will provide a list of preferred vendors upon request. While this list is not exclusive, all vendors are expected to be professionally accredited.

### **GIFTS, GIVEAWAYS, ITEMS FOR SALE, AND SILENT AUCTIONS**

Gifts brought to the museum must be in gift bags that allow the items inside to be clarified prior to entering the museum. Clients are required to notify their guests in advance of an event that gifts can only be brought into the museum wrapped in gift bags.

Pre-wrapped gifts will have to be unwrapped prior to entering the museum or kept in Coat Check for Client to remove at the end of the event.

Giveaways, sale of items or merchandise, or silent auctions are permitted in private, closed-door areas when the museum is open to the public or after-hours during a private event rental.

Plans for such activities are to be preapproved by the museum at the time of the application. Objects of art intended for gifts, giveaways, or silent auctions may not be permitted, depending on the item(s) and event location.

Clients have the option of selling books or other merchandise to attendees, provided they are preapproved by the museum at the time of application. The Museum Store of the Nelson-Atkins offers an outstanding selection of books related to art and a unique array of jewelry, housewares, cards, gifts and toys for children and adults. Items can be purchased and given away or made available for sale to event attendees. If items are not procured through the Museum Store, the Museum has final authority to decide if items are appropriate and not in conflict with museum interests. The Event Planning Department shall seek authorization for circumstances that do not completely subscribe to the established practices, but acceptance is at the discretion of museum leadership and not negotiable.

The Museum reserves the right to make clarification and/or exceptions on a case-by-case basis.

To avoid any conflict or confusion related to the Museum's collections, no works of art can be included in silent auctions. Delivery of items for silent auctions can only arrive on the day of the Client's event. All items for silent auctions must arrive through the Security Command Center (SCC) where a museum property pass will be provided for each item specifying that it is not the property of the museum. The property pass will accompany the item(s) to the door of departure at which time the property pass will be turned over to the door officer. The museum is not responsible for the storage or safety of any auction items.

### **GROUNDS AND DONALD J. HALL SCULPTURE PARK**

Use of the grounds of the Donald J. Hall Sculpture Park may require additional time for setup/teardown, more detail and the discussion of a contingency plan in the event of inclement weather. Inclement weather is defined as any weather event that threatens the immediate safety of staff and guests – including, but not limited to, lightning, hail, tornado, etc. Non-museum activities in and around museum campus are beyond the museum's control. Drones are not permitted.

1. The Museum may delay, reschedule, or cancel any event, at its sole discretion, for inclement weather.
2. Additional rental and set up fees will apply for events held on the grounds as much more coordination is required than for indoor events.
3. Other considerations of tents, flooring, exterior décor and music are outlined below:

#### Tents

- Tent rental may be arranged via third-party vendors, coordinating with the Event Planning Department
- Tent placement is limited to specified locations. No other areas will be considered for tent placement.
- All deposits, rentals and delivery fees and after-hours security costs are the responsibility of the Client.

#### Flooring

- Flooring and staging may be arranged via a third-party vendor, coordinating with the Event Planning Department.
- Flooring or stage installation on the grounds for events will be allowed only in designated locations.
- If flooring interferes with scheduled museum events or activities, flooring for some dates may not be available, per the discretion of the Museum.
- Cost for sod replacement will apply for all events using flooring.
- An additional deposit will be required for sod replacement if flooring is selected. This deposit will be applied toward the final billing.

#### Alcohol Consumption

- Additional licensing may need to be obtained. Fees will be the responsibility of the Client.
- Consumption of alcohol is limited to designed tents and specified adjacent areas, if applicable. Alcoholic beverages cannot be carried throughout the park.
- Outside alcoholic beverages are not permitted.

#### Decorations

- All floral and plant material must be provided by an approved florist, floral wholesaler, or greenhouse that uses sterilized soil. No outdoor floral or plant material may be used. All arrangements must come in containers and display ready.
- Only flower petals, fresh or dried, may be used to toss in the air. Confetti, glitter and birdseed are prohibited.

#### Music

- Must be at a reasonable decibel level, as determined in the sole discretion of the Museum and Event Planner, and shall be adjusted immediately at the request of the Event Planner.
- All music must conclude by 11:55 PM.

#### **FORCE MAJEURE**

If the Museum is unable to make the designated space for the event available to the Client by reason of (a) repairs, replacements, improvements, additions, or alteration being made in the Museum, or (b) any cause whatsoever beyond the Museum's sole control, including but not limited to government preemption, regulation, order, or restriction; strike, labor troubles, war, or emergency; or acts of God, including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster, or (c) a "Public Health Emergency of International Concern" as designated by the World Health Organization and the Museum is forced to close to the public either due to local or state directives or emergency orders or under the Museum's discretion in response to a public health emergency, then the parties shall mutually make reasonable efforts to reschedule the event at a time and date mutually acceptable to the Museum and the Client. If no such agreement is reached, Museum shall refund to the Client all moneys paid by the Member to the Museum under this agreement and this agreement shall thereupon be deemed cancelled and terminated and the parties shall have no further obligations or liabilities to one another.

### **INDEMNIFICATION**

The Museum will enter into a rental agreement only with the Client as the event host, not an event planner, meeting planner, location agent, or other third-party organization.

Client agrees to indemnify, defend, and hold the Museum and employees harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Client, its employees, and agents of alcoholic beverages at the Museum. In the event the Museum or employees are required to file any action in court to enforce any provisions of this agreement, Client agrees to pay the Museum and/or employees all reasonable attorney fees, court fees, and costs of suit incurred by the Museum, including all collection expenses and interest due.

### **DISPUTE RESOLUTION**

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

### **MODIFICATIONS**

Any changes, additions, or deletions by corrective lining out by either the Museum or the Client will not be considered agreed to or binding unless such modifications have been initialed or otherwise approved in writing by the other.

### **501(C)(3) REGULATIONS REGARDING POLITICAL CAMPAIGN INTERVENTION**

Under the Internal Revenue Code, all section 501(c)(3) organizations are absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. Violating this prohibition may result in denial or revocation of tax-exempt status and the imposition of certain excise taxes. Client certifies that this is not a campaign event and is not on behalf of (or in opposition to) any candidate for elective public office. The client agrees that the event will not be marketed as such, and there will be absolutely no advertising of this event as a campaign event, including by the posting of campaign signs or other political marketing materials. All marketing materials developed and/or distributed by Client for this event must be approved in advance by the Museum.

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**SIGNATURES**

Approved and authorized by Organization/Client:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by The Nelson-Atkins Museum of Art:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendums, if applicable:**

- Schedule A – Art Course Addendum and Policies
- Schedule B – Atkins Auditorium Performance Outline
- Schedule C – Preliminary Cost Estimate
- Other - TBD