



## SIGAL MUSIC MUSEUM FACILITY USE POLICIES

### SECTION I. Policies

These policies exclusively govern the use of the Sigal Music Museum ("Museum") by (1) persons or entities submitting an Application for Short Term Use for one or more of the Museum's event rooms ("Applicant") and (2) all persons, including agents of Applicant, attending the Applicant's event at the Museum ("Attendees"). Further, to the extent applicable, these policies also exclusively govern usage by Applicant and Attendees of all other parts of the Museum building and the outside sidewalk, walkway, lawn, parking lot and other areas which are subject to the control of the Museum.

### SECTION II. Regulations and Restrictions

- o The Museum reserves the right to have a representative attend any meeting held in its facilities to ensure no unlawful activities or activities contrary to this policy are occurring.
- o Meetings are subject to all applicable federal, state, county, and municipal laws and regulations.
- o Meeting attendees must conduct themselves in a professional and orderly manner.
- o As an accommodation of the rental agreement, Attendees may visit the Museum exhibits free of charge during the rental period.
- o Firearms, weapons, etc. are not allowed
- o Smoking is not allowed inside or outside the building.
- o Glitter or decorations with glitter must not be used.
- o Candles or other incendiary materials must not be used.
- o Attendees shall not touch or place anything on the musical instruments, display items, or cases at the Museum. Applicant shall inform the Attendees of this restriction and shall be responsible for ensuring compliance.

### SECTION III. Liability

The Museum shall have no liability for any damage, loss, or theft of personal property of the Applicant or Attendees unless the same is caused by the intentionally wrongful act of the Museum, its agents, contractors, or volunteers. The Museum shall have no liability for any loss, injury or damage sustained by an Attendee while at the Museum, or at the areas around the Museum and subject to its control, including without limitation any loss, injury, or damage arising from or in connection with any alleged negligence or gross negligence of the Museum, its agents, contractors, or volunteers (provided, however, such exclusion shall not apply to any loss, injury or damage arising from or in connection with an intentionally wrongful act of the Museum, its agents, contractors, or volunteers). It is the intention of the Museum and the Applicant that all the foregoing losses, injuries, and damages to person or property (including without limitation those arising from or in connection with an intentionally wrongful act, negligence or gross negligence of the Museum, its agents, contractors, or volunteers) shall be covered and indemnified by

Applicant's liability insurance carrier as evidenced by Applicant's insurance certificate described below.

APPLICANT SHALL REIMBURSE MUSEUM FOR LOSS OF DAMAGE TO MUSEUM PROPERTY -BOTH REAL AND PERSONAL- OR TO PROPERTY OF OTHERS WHILE ON EXHIBITION AT THE MUSEUM IF SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR PART BY ANY ATTENDEE WHICH IS NOT PAID OR COVERED BY APPLICANT'S INSURANCE.

#### **SECTION IV. Reservation Procedures**

- o Applicant must submit a properly completed Application for Short Term Use form ("Application").
- o Applicant must submit a signed original receipt and acceptance of policies on the last page of this document.
- o A reservation will not be confirmed until the Application is signed by a responsible person with authority to represent the applicant. The Museum must also receive all applicable fees, forms, and insurance documents prior to confirming the reservation.
- o Reservation periods should include enough time for Applicant to set up the room and return it to its original arrangement and conditions at the conclusion of the meeting/event.

#### **SECTION V. Arrangement and Set Up**

The Museum does not provide set-up or take-down of furniture or equipment, except as an optional, fee-based service. The associated fee must be received with the Application. Applicant must consult with Museum staff about moving any furniture or other items in the room.

At the end of a meeting, users are responsible for returning the room to its original condition unless a set-up fee has been paid. All event materials must be removed or placed in approved garbage containers. If the room is not left in a clean and orderly condition, additional charges may be assessed by the Museum to cover non-routine janitorial expenses and use privileges may be suspended or revoked.

Notwithstanding the foregoing, no musical instruments or other exhibited items shall be moved without the express consent of the Museum, and any such permitted movement shall be done only under the actual supervision and directions of the Museum's agent.

#### **SECTION VI. Technical Assistance**

The Museum does not provide technical assistance. The Museum does not provide any electronic or data-based equipment to any users.

#### **SECTION VII. Food and Beverages**

Food and/or non-alcoholic beverages are permitted in meeting rooms/facilities. Any service of food and/or non-alcoholic beverages must be noted on the Application. If the room/facility is not left in a clean and orderly condition, additional charges may be assessed by the Museum to

cover non-routine janitorial expenses. Food and/or non-alcoholic beverages may not be taken from reserved rooms to other parts of the building unless such arrangements have been made through the application process.

Alcoholic beverages must not be served at any function unless the proper license is obtained by Applicant and servers have proof of training to serve alcohol. If staff discovers that food or beverages have been served without prior payment of fees, an additional charge will be assessed to the User.

#### **SECTION VIII. Insurance**

Applicant, in connection with Applicant's event, shall cause its insurance company to (1) insure, as additional insureds, the Museum and its agents, contractors, and volunteers for liability coverage in an amount not less than of \$500,000/\$1,000,000 and (2) insure, as an additional insured, the Museum's real and personal property in an amount not less than \$500,000/\$1,000,000. Applicant shall obtain a certificate of insurance evidencing the foregoing coverages and shall submit it to the Museum at the same time Applicant submits its Application.

#### **SECTION IX. Miscellaneous**

This document shall be governed by the laws of South Carolina, and it contains the entire agreement of the Applicant and the Museum in regard to the Applicant's use of the Museum for the intended event. No oral agreement relating to the event, whether existing prior to or after the date of this document, shall be binding unless set forth in a separate writing signed by both the Applicant and the Museum.