



## **New Bedford Art Museum / ArtWorks!**

**608 Pleasant Street  
New Bedford, MA 02740  
PH: (508)961-3072**

### **Rental Agreement**

The New Bedford Art Museum/ArtWorks! requires all Renters and all parties hired by them to adhere to these Rental Policies and Procedures. Renters who fail to comply will be prohibited from holding future events at the Museum.

#### **RATES & DEPOSIT**

Use of the New Bedford Art Museum/ArtWorks! (NBAM/ArtWorks!) for a private event entails a Rental Fee of \$450 (\$250 for non-profits), a refundable security deposit of \$100, and a signed rental agreement to be received by NBAM/ArtWorks! at least 30 days prior to the scheduled event. A walk through the space will occur after event and deposit will be refunded within 30 after event if there is no damage to the space. In the event of a cancellation by the Renter within 30 days of the event date, the security deposit will be repaid to the Renter but the Rental Fee will not be refunded.

All checks should be payable to "New Bedford Art Museum/ArtWorks!" and mailed to: NBAM/ArtWorks!, 608 Pleasant Street, New Bedford, MA 02740.

The \$450 (\$250 Rental Fee for non-profits) is for a maximum of 4 hours, and a maximum of 100 persons. This includes set-up and clean-up time. Additional time may be added at the rate of \$100 an hour. The Museum reserves the right to assess an additional fee if clean-up goes beyond one hour.

#### **CATERING**

**All Caterers must be fully licensed and bartenders must have full liquor liability insurance. Proof of liability insurance MUST be received and on file at least two weeks PRIOR to the event.** Renters must submit a list at least two weeks in advance of event of all caterers, rental companies, florists, and liquor companies delivering to the Museum for the event which shall include; phone numbers, addresses, contact person, and delivery time on the date of the event. **This list is mandatory.**

The Museum will not supply linens, cooking or serving equipment, or tables and chairs. Three 8' tables are available for the cater kitchen facilities upon request. **NO RED SAUCES.**

#### **ARRIVAL**

Load times must be coordinated with the Museum at least two weeks in advance of the event. Renters and all parties hired by them may not expect to load in prior to 5pm for the evening events or 8am for daytime events unless special permission has been granted by the Museum.

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## SET UP

All food preparation is to take place in the Museum's kitchen facilities on the lower level. No food preparation is to take place on the upper level or in any exhibition space. Cooking is not permitted within the building. **There are no exceptions.** Renters and parties hired by them are responsible for the set-up of all tables and chairs for the event. The Museum has approximately

55 chairs (of different styles) that may be loaned upon request. **Table placement will not take precedence over the placement of artwork in the exhibition. No artwork will be obscured,** and no masking tape may be used on the floor. **Propane, butane, candles, and votives are not permitted.** If Sterno is used, an attendant must be stationed at its location at all times. Taping or tacking of anything to walls in the Museum is not permitted. Renters agree to accept the authority of Museum staff regarding the safety of the artwork and the preservation of Museum facilities.

## ALCOHOL and ENTERTAINMENT

Alcohol must follow regular delivery procedures outlined above. Drinking of alcohol by catering staff on Museum property is forbidden. **The Museum reserves the right to assess a fee for damage done to artwork, floors, walls and/or carpets. Smoking within the Museum is forbidden.** Alcohol may not be served to or consumed by persons under age 21. Entertainment, such as music, is welcome. Because of the structural design of the galleries, the floors were not intended for dancing, which could potentially cause damage to artwork on pedestals or hanging on walls. CLEAR BEVERAGES

## CLEAN UP

Renters are permitted one hour to break down, clean up and load out of the facility after the event. It is the responsibility of the renter and **not** museum staff to break down all furniture, and to properly stack and store Museum furniture in designated areas.

## DAMAGE TO PREMISES; SECURITY DEPOSIT

User is responsible for all damage to caused by Renter or Renter's guests or as a result of Renter's function. Renter shall pay to NBAM a security deposit of \$100 to be held by the Museum and applied to the cost of repairing any damage or cleanup for which Renter is responsible. To the extent not required to be so applied, NBAM shall repay such deposit to Renter within ten (10) days after the function or as soon thereafter as the Museum can determine the cost of repairing any damage or any cleanup for which Renter is responsible.

## RELEASE AND INDEMNIFICATION

Renter agrees to forever RELEASE the City of New Bedford, and the New Bedford Art Museum/ArtWorks! and all their employees, officers, agents, board members, volunteers, and any and all individuals and organizations assisting or participating in voluntary uses of the NBAM/AW from any and all claims, actions, rights of action, and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future directly or indirectly, from known and unknown personal injuries to anyone connected with the scheduled use of the NBAM/AW facility, or property damage resulting from Renter's use of the facility.

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User also promises to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releases against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to anyone in Renter's party or property damage resulting from Renter's participation in the event schedule for Renter's use or administration of first aid.

User further affirms that they have read this "Release from Liability and Indemnity Agreement", and that they understand the contents of this Agreement. User understands that participation in

this event by Renter's guests is voluntary and that guests and Renter are free to choose not to participate in said programs. By signing this Agreement, User affirms that they have decided to allow their guests to participate in the use of the NBAM/AW facility with full knowledge that the Releases will not be liable to anyone for personal injuries and property damage their guests may suffer in voluntary use of the facility. Permission is granted for any emergency medical treatment needed.

A deposit of \$100 must be received by \_\_\_\_\_ to guarantee this rental. The balance will be due on the day of the rental.

By signing this document, the renter agrees to:

1. No smoking on the premises.
2. No smoke machines permitted on the premises
3. No loud noise or music after 11:00 PM.
4. The use of tape, tacks, pushpins, staples, clamps, etc. is prohibited.
5. All spills must be cleaned up immediately.
6. No furniture will be dragged or otherwise damage the floor.
7. The premises must be left in the same condition as found. All decorations must be removed; all table surfaces should be wiped clean; all trash (no liquid) is to be put in sealed plastic bags supplied by the renter.
8. Charges for additional hour(s) begin 10 minutes after the contracted 4-hour rental.

**Please direct all questions to: [aocchino@newbedfordart.org](mailto:aocchino@newbedfordart.org)**



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Date(s) Requested: \_\_\_\_\_ Start Time: \_\_\_\_\_ (+1 hour set-up)

Ending Time: \_\_\_\_\_ (+1 hour clean-up)

Event: \_\_\_\_\_

Number of Guests: \_\_\_\_\_ Type of Event \_\_\_\_\_

Renter's Name: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Outside Vendors (due 2 weeks prior):**

Caterer: \_\_\_\_\_

Beverage: \_\_\_\_\_

Rentals: \_\_\_\_\_

Décor: \_\_\_\_\_

Entertainment: \_\_\_\_\_

Other: \_\_\_\_\_

I have read the above policies of the New Bedford Art Museum/ArtWorks! and agree to comply with and operate under these conditions.

\_\_\_\_\_

Renter

Date

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New Bedford Art Museum/ArtWorks! Representative

Date

The signatures above indicate both parties agreement to the terms listed herein.

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For Office Use Only

Do Not Write in this Space

Contract Sent  
Security Deposit

Initials  
Date

Balance Due

Received