



MUSEUM OF ARTS & SCIENCES  
In Association with the Smithsonian Institution

## **RENTAL POLICIES & PROCEDURES**



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352 S. Nova Road, Daytona Beach, FL 32114

The Museum of Arts and Sciences makes portions of its public space available for facilities rental. In order to help care for the Museum and its contents, any and all reservations, agreements, and contracts for the use of the facilities must adhere to the following:

### **I. Mission**

The Museum of Arts and Sciences is delighted to open our facilities up to the community for use. Our goal is to provide an elegant, inviting environment, and assistance in presenting a well-run event. Our rental program supports the Museum's general operations and programming while increasing awareness of the Museum in the community. We truly appreciate your interest and support!

### **II. Rental Type Allowed**

We attempt to have all rentals fit with the existing museum program schedule and with the mission of the Museum. Due to the nature of the Museum as an educational and cultural institution, and the need to protect displayed objects, the Museum does not allow certain things that would potentially cause damage to the building. The Museum reserves the right to refuse to make the facility available to a prospective user for any reason it deems necessary or if the Museum feels a potential conflict or danger to the Museum, staff, or visitors is possible.

### **III. Event Preparation**

Arrangements regarding building access, deliveries, set-up, and removal of equipment must be reviewed in advance with the Director of Sales and Special Events/Rental Manager. Additional service fees will apply for events longer than eight hours. Additionally, an initial and a final walk through will be conducted prior to the event date to discuss:

- Set-up/take down of your event, configuration of tables and chairs, the onsite equipment you will be using, and how you will arrange the delivery and set up of any additional equipment, supplies, etc.
- Catering needs
- Audio/Visual needs
- The event schedule and how to coordinate the arrival and set-up of lecturers, musicians/performers, and any other people involved
- A plan for how your guests will be identified as they enter the building
- How you will handle ticketing or check in of pre-registered guests (if applicable)
- Any additional equipment or supplies that you would like approved for your event

We are glad to offer suggestions, advice, and references for all activities.

**Please Note: All events must conclude by 12am.**

#### IV. Facility Specifications

Room	Capacity			Price
	Banquet with 60"rounds (8/table)	Cocktail	Theatre	
Root Hall	136	179	188	\$800.00
Root Hall with Lobby	152	195	--	\$1,350.00
Train Station	96	126	--	\$750.00
Root Auditorium	--	--	266 seats	\$500 before 5pm \$700 after 5pm
Planetarium	--	--	94 seats	\$600.00
West Wing Main Hall	Max 312*	400	422	\$2,000.00
West Wing Main Hall with Lobby	--	--	--	\$2,550.00
MOAS Full Museum (includes galleries & Children's Museum)	--	--	--	\$7,000

All pricing is for rentals starting no earlier than 5pm unless otherwise noted. Rates reflect an 8 hour period including set up and break down. Additional fees will apply for rentals longer than the 8-hour time period. Set up can begin up to two hours prior to the event start time, and caterers may begin up to three hours prior to the event start time. All fees are subject to a 6.5% Florida sales tax unless a valid certificate of tax exemption is provided at the time of reserving your date. A returnable damage deposit of \$500.00 is required thirty (30) days prior to your rental. Discounts are available for Not-for-Profit organizations and the Museum's Major Sponsors. All rentals, including breakdown, must conclude by 12:00 a.m.

**Please note:** Food and beverage is not permitted inside the galleries or in the Planetarium.

#### V. Equipment & Services

**EQUIPMENT RENTALS** – The following is a list of additional equipment included with your rental. A floor plan must be confirmed with the Director of Sales and Events no less than ten (10) days prior to your event date. Please contact an outside vendor for any other equipment your rental requires.

*(This is the proposed list of equipment. Some items may be subject to change; likewise, some items may be added, deleted, or require a nominal rental fee)*

300	Banquet Chairs	15	72" (6') x 30" Rectangular Tables
40	60" (5') Round Tables (Seats 6 – 8)	1	Podium with/without Microphone
15	96" (8') x 30" Rectangular Tables	1	Projector/Screen
15	30" High-top Cocktail Tables	2	Grand Piano ** \$200.00 fee applied
1	48" (4') x 30" Rectangular Table		

The Auditorium is equipped with an LCD projector and screen. The renter is responsible for providing a laptop, laptop cords, VGA cords, HDMI cords, extension cords, etc.

**SERVICES** – Use of the Catering Kitchen is available at no additional charge with the rental. Requests for the Museum Shop to remain open after hours will be considered as a special service to our rental clients; however, a modest fee to cover additional staffing will be charged. Cost of Bartenders and Security Guards are included in the rental fee.

## **VI. Event Responsibilities**

### **1. SECURING DATE AND PAYMENT INFORMATION:**

The Museum of Arts and Sciences takes bookings up to 18+ months in advance. Fifty percent (50%) of the Rental Fee together with a signed facility use contract will secure an event date. The remaining balance of the rental and the \$500.00 returnable security/damage deposit is due thirty (30) days in advance. If the reservation is made within thirty (30) days of the event date, the total rental fee, sales tax, and damage deposit is due. Facility rentals are subject to the availability of the space desired. No reservation is reserved until payment is received by the administration office.

Cash, personal check, money orders and credit cards are accepted.

**Please Note:** The returnable Security/Damage Deposit must be paid via credit card or check and will be returned within ten (10) days of the rental if no damages occur.

Courtesy holds may be accepted and held for a maximum of seven (7) days, at which time the hold may expire without notice. Courtesy holds may be made in person, by telephone, or through email. It is not guaranteed that customers with courtesy holds will be contacted by the Reservations Office prior to the expiration of the hold. Courtesy holds will expire on the seventh (7th) day of the hold.

The Museum reserves the right to cancel the Facility Use Contract if the rental fee balance is not paid when due, thirty (30) days prior to the event date.

### **2. CANCELLATION:**

Reservations are booked when the renter submits a signed Facility Use Contract and fifty-percent (50%) of the Rental Fee. The Museum must be notified verbally of a cancellation as soon as possible by an authorized party, followed by an official written notice of cancellation. Should an event be cancelled for any reason the following policy will apply:

- 18 Months – 12 Months prior: 100% of the rental fee is refundable minus a \$100 Administrative Fee
- 12 Months – 6 Months prior: 75% of the rental fee is refundable minus a \$100 Administrative Fee
- 6 months – 3 Months prior: 50% of the rental fee is refundable minus a \$500 Administrative Fee
- 3 Months – 0 Months prior: 0% of the rental fee is refundable

### **3. FORCE MAJEURE:**

The Museums failure to perform any term or condition of this agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, fires, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

### **4. INSURANCE AND INDEMNIFICATION:**

The Renter is required to obtain general comprehensive insurance of \$1,000,000 for bodily injury and property damage, with the Museum of Arts and Sciences named as an additional insured. Renter must provide a written copy of this Certificate of Insurance within thirty (30) days prior to the event. Failure to provide this required Certificate of Insurance will be basis for cancellation of this use contract. Contract is not binding until receipt of proof of insurance coverage.

The renter is responsible for all injury and damage of any kind to persons or property (regardless of who the owner of the property may be) arising out of or suffering through any act or omission of the renter, its employees, agents, contractors, or event attendees. The renter further assumes the obligation to indemnify and hold harmless the Museum, its trustees, officers, agents, and employees, against any and all damages, claims, expenses or other liability due to personal injury or death, or damage to property of others, arising out of or suffered through any act or omission of the renter, its employees, agents contractors or event attendees in connection with the renter's use of the Museum's facilities. All events must comply with Museum of Arts and Sciences policies, and the City of Daytona Beach and State of Florida statutes.

### **5. CONDUCT AND DAMAGES:**

Upon arrival at the Museum, the designated contact person for the day of the event must meet with Museum staff to confirm all arrangements. A Museum staff member is responsible for ensuring all rules and regulations are followed and are the final authority on any questions or restrictions during the event. The renter is required to conduct the event in an orderly manner in full compliance with applicable laws, regulations, and Museum policies and assumes full responsibility for the conduct of all persons in attendance.

Additionally, the renter is responsible for any damage done to persons or property on or about any part of the Museum's premises or theft of property. Any type of damage to the Museum's property or equipment is to be reported immediately to a member of the Museum staff. The Museum must be left in the same condition as it was prior to the event. Any damage to the Museum facility or contents and any cleaning costs or other expenses incurred by the Museum will result in your damage deposit not being returned.

## **6. SECURITY:**

The Museum will provide security personnel it deems appropriate for the event. If the event requires increased security due to the nature of the event, the Museum will provide the personnel but the additional cost will be paid by the renter. Security personnel are under the direct supervision of the Museum and only the Museum's personnel may give instructions to the Security personnel. Any breach of security or safety regulations can result in cancellation of an event at any time. If an alarm is set off by the renter, its employees, agents, contractors, or event attendees associated costs will be deducted from the damage deposit.

## **7. EQUIPMENT RENTAL, SETUP, AND BREAKDOWN:**

Use of the Museum's tables and chairs are included with your rental. Museum staff will set up tables, chairs, the podium, AV equipment, etc. Approved floor plans and a list of requested equipment must be submitted to the Director of Sales and Special Events no less than fourteen (14) days prior to the event. If a floor plan is not approved fourteen (14) days prior to the event date, Museum staff will begin setting up tables/chairs upon the Rental Party's arrival, which could cut into rental time. For events where the caterer will provide setup/decoration, the caterer may coordinate with the Museum if time outside of the rental period is needed for setup/decoration. This will only be allowed when it does not interfere with the daily operations of the museum.

The Museum staff shall not be liable for the safety and/or security of any property belonging to the Rental Party or to those persons participating in the use of the property with the Rental Party. All unloading/loading, equipment setup/teardown and decoration installation are the responsibility of the contracted renter, and must be coordinated with Museum staff. Items may be delivered no earlier than 4:00 p.m. the day before an event, unless there is another event scheduled, in which case the Museum reserves the right to not allow delivery until the day of the event. Museum staff is not allowed to accept or sign for any deliveries, so the contracted renter must be onsite when deliveries are made. The Rental Party and vendors are required to break down and clean up all of their supplies and equipment at the conclusion of the event. The Museum may allow equipment only brought in by 3<sup>rd</sup> party vendors to be picked up no later than a day following the event, or Monday if the event occurs on a weekend. This will only be allowed when it does not interfere with the daily operations of the museum. The Museum accepts no responsibility for lost or misplaced items.

It is the responsibility for both the Renter and the Vendors to clear all tables and chairs of debris and all waste products must be placed in the dumpster. The Museum must be returned to the condition it was provided to the Renter and Vendors.

All final arrangements for the planned event must be confirmed and approved with the Museum no less than ten (10) days prior to the event.

## **8. DÉCOR:**

No rice (including puffed rice or biodegradable rice), birdseed, confetti, glitter, or other similar materials may be used inside or outside the Museum. Bubbles are only permitted outside. Decorations may not be affixed to the walls, doors, windows, window coverings, tables, chairs, painted surfaces or hung from the ceiling. Spray paint, fog machines, and/or dry ice are not permitted.

Candles are permitted as long as the flame is enclosed in glass (such as votive and hurricane lamps) and the wick is at least 1 inch below the top of the glass rim. Candles may also be used if floating in liquid. No hand held or unity candles are permitted inside the Museum.

No decorations will be allowed which threaten the safety of any art or exhibit. Plans for décor, including floral arrangements, centerpieces, signs, and banners must be submitted to the Museum for approval no less than ten (10) days prior to your event. Any décor must be removed from the Museum by the Rental Party directly following the event.

Exhibits are located throughout the facilities. Exhibits are considered "permanent" and cannot be moved under any circumstances. This includes but is not limited to display cases, signage, and holiday decorations. Exhibits change periodically, therefore the museum cannot guarantee that the rented space as listed in the rental contract will appear the same as when originally viewed by the client.

## **9. PHOTOGRAPHY, AUDIO/VIDEO RECORDING:**

Photography and audio/video recordings are restricted in the galleries. Prior approval by the Museum must be given if any photography and/or audio/video recording is done in any of the galleries. No flash photography is granted in the galleries at any time. No photography or audio/video recording taken in the galleries or displaying any artwork may be used or reproduced for any commercial, educational, and/or public purpose without the written permission of the Museum. Any equipment, such as stage lighting, must be approved with the Museum at least ten (10) days prior to the event.

#### **10. MUSIC AND ENTERTAINMENT:**

The Museum reserves the right to approve the selection of background music or entertainment for an event. Equipment requiring electrical connections must comply with voltage standards and fall within the limit of available power sources. Museum staff will be in control of the volume of music or entertainment. Any extension cords, microphones, and/or speakers must be supplied by the renter unless otherwise arranged with the Museum at least ten (10) days prior to the event.

#### **11. PARKING:**

The Museums parking lot accommodates 120 vehicles, including handicapped spaces. Loitering in the parking lot is strictly prohibited.

#### **12. VENDORS:**

The Museum reserves the right to approve all vendors working on the property prior to the event. Vendors must be licensed and insured appropriately. The renter is responsible for ensuring all vendors adhere to the contract.

#### **13. CATERING:**

All catering must come from a licensed and insured caterer. The Museum does not have an exclusive catering service; however, we can suggest vendors who have experience working within our facility. It is the responsibility of the client to ensure that the museum is left clean and ready for visitors the next day. Any time used by the caterer outside of the rental period must be coordinated with the Museum. This will only be allowed when it does not interfere with the daily operations of the museum.

**Food and Beverage consumption is limited to Root Hall, the Lobby, the Train Station, and the West Wing Main Corridor.**

#### **14. ALCOHOLIC BEVERAGES:**

If alcohol is served at an event, the renter must purchase alcohol through the Museum in order to comply with the Museum's alcohol license and abide by the laws applicable to the serving of alcoholic beverages at the event. Purchases or gifts of alcohol from any other source is prohibited and violates the laws governing the Museum's alcohol license.

The renter shall be responsible and liable for all damages arising out of the use of alcoholic beverages at its event. Individuals under the age of 21 shall not be served alcoholic beverages, and the renter specifically agrees to take whatever steps necessary to ensure minors are not served alcohol at the event. The Museum reserves the right to evict or cut off anyone attending the event that appears to be inebriated or is causing a disturbance.

The Rental Party has the option of CONSUMPTION BAR, CASH BAR or SPLIT BAR. It is the responsibility of the Rental Party to determine the type of bar service and bar package specifics at least (30) days out. The Museum carries a stock of brands for the bar. If the Rental Party would like a brand outside of the Museums inventory, the Rental Party can request specific brands for a premium price. Bartending services will be arranged through the Museum as part of your Rental fee.

#### **15. SMOKING:**

The Museum is a non-smoking facility. Smoking, including e-cigarettes is not permitted inside of the facility and must be kept within 20 feet of the entrance doors.

#### **16. MARKETING/MEDIA COVERAGE:**

Any media coverage must be approved in advance and coordinated through the Museum. The Museum must approve all forms of advertising or publicity when the "Museum of Arts and Sciences" name and or logo is used. Rental Party may not imply in any way, that the Museum is in partnership or co-sponsorship with the Event or Rental Party without first obtaining written consent and agreement of the Museum. The Museum reserves the right to review and approve all advertising copy that bears the name and/or logo of the Museum.

#### **17. OFF-LIMIT AREAS:**

To ensure the safety and security of the facility and its contents, as well as to minimize the liability to the client, all non-rented areas are off limits to the guests, clients, caterers, and other client support staff as well as exhibited areas.

#### **18. NON-PROFIT AND GOVERNMENT ORGANIZATIONS:**

Subject to approval of the Executive Director, a rental discount may be offered to non-profit organizations submitting their 501(c) 3 status and to local, state and federal government organizations

#### **19. EXCEPTIONS:**

The Museum reserves the right to make exceptions to the rental policy with prior approval by the Executive Director of the museum and/or the Board President.