



THE MUSEUM OF  
**PRINTING HISTORY**

1324 West Clay  
Houston, Texas 77019  
Phone 713-522-4652 Fax 713-522-5694

**MUSEUM USE AGREEMENT**

**Welcome**

The Museum of Printing History, Inc., a Texas non-profit corporation (the “Museum”) is delighted to offer its unique facilities including static and dynamic exhibits, artifacts, room(s), gallery(s), and parking for the use and purposes described in this Agreement. To enable a full description of the agreement the Museum has reached with you and your group (the “Patron”) for such use, you have agreed by signing below that the terms and conditions of use will be as set out below.

Please provide the following information:

**Event Description**

Date of event: \_\_\_\_\_  
Beginning time: \_\_\_\_\_ Ending time: \_\_\_\_\_  
Event description: \_\_\_\_\_  
Name of Patron: \_\_\_\_\_  
Address of Patron: \_\_\_\_\_  
Name and phone number of Patron’s contact person: \_\_\_\_\_  
Total number of anticipated guests of Patron: \_\_\_\_\_

**Caterer**

Name of Caterer: \_\_\_\_\_  
Address of Caterer: \_\_\_\_\_  
Name and phone number of Caterer’s contact person: \_\_\_\_\_  
Beginning time of Caterer: \_\_\_\_\_ Ending time of Caterer: \_\_\_\_\_

The Museum has no responsibility for assisting Patron in the selection of the Caterer; however, Patron must obtain from the Museum written approval of the Caterer for the Event prior to retaining the Caterer and Museum reserves the right to approve any Caterer in its sole discretion.

## Museum Coordinator and Rules

The name of the contact at the Museum for the Event is \_\_\_\_\_ (the "Coordinator"). Patron and Caterer agree that the Coordinator is to be provided with all relevant information regarding the Event, and that the Rules and Regulations of the Museum and Event conduct and activity as to the Event as confirmed and interpreted by the Coordinator will be followed.

### Facilities and Costs

<u>Auditorium Only</u>	\$ 250.00	_____
<u>Studio Only</u>	\$ 150.00	_____
<u>Lobby Gallery Only</u>	\$ 150.00	_____

<u>Print or New Gallery and Kitchen</u>	\$ 600.00	_____
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<u>3 galleries (Reception, Print &amp; New Gallery) &amp; kitchen</u>	\$ 800.00	_____
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<u>Entire Museum, all galleries &amp; kitchen</u>	\$1,200.00	_____
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<u>Artists fees to run printing equipment at \$65.00 per hour per machine</u>	\$ 65.00 x ____ hours x ____ machines	_____
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<u>Fees for Police/Security Guard at a minimum of one officer for every 50 persons in attendance for events held after 5:00 pm</u>	\$ 80.00 x ____ officers for four hours each	_____
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<b>TOTAL COST:</b>		<b>\$ _____</b>
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Tables, chairs, equipment requested:

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Other requests:

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Patron has selected the facilities checked above and agreed to pay the amounts listed as reasonable and appropriate.

A non-refundable deposit in the amount of \$100.00 or one fourth of the rental fee (which ever is greater), is due upon the signing of this Agreement, and the balance of all fees described above shall be due 10 business days prior to the Event. If the Event does not begin or end on the times listed above, and/or the indemnity provisions of this Agreement for loss are triggered, then Patron shall pay Museum upon invoice, additional fees in the amount of \$100.00 for each hour, or any portion thereof, that fall outside such scheduled times, and/or all applicable damages in connection with the indemnity.

### **Insurance**

The Museum requires that the Caterer provide a written confirmation and certificates of acceptable minimum limit insurance in favor of and naming as an additional insured the Museum of the following types of insurance at least ten (10) business days prior to the Event:

1. Texas Worker's Compensation with Employer's Liability Limits of at least \$500,000.00
2. Commercial Automobile Liability Insurance with at least \$500,000.00 Combined Single Limits.
3. General Liability Insurance with at least \$1,000,000.00 limits. If alcohol is served in connection with the Event, Caterer shall have a State of Texas Liquor License, Liquor Liability Insurance with a limit of at least \$500,000.00 per occurrence, certified bartender's license for each person serving liquor and written proof of completion for each liquor server from the State of Texas Department of Tobacco Alcohol and Firearms required training course.

### **Liability and Security**

**The Museum has made no warranties whether expressed or implied and has no liability and is not responsible for security to the Patron, Caterer, or their guests, employees or agents, or their person or property. Patron and Caterer do hereby jointly release and indemnify Museum from any liability, expense, demand or claim of any kind, including property damage, loss of any kind, bodily injury or even death arising out of or connected with the use, possession or occupation of the Museum or any facilities as described in this Agreement, regardless of any fault, neglect, negligence of any kind or intentional act of any party, including the Museum.**

### **Damages and Theft**

The cost of repair or replacement due to damage or theft to the Museum property or building, which occurs during your function, will be billed to your organization. Payment must be made to the Museum within 10 days of the Museum's invoice to your organization.

**Unruly and/or Intoxicated Persons**

Persons will be asked to leave the building for attempting to enter an area of the building that is secured, for smoking anywhere in the building; for carrying firearms of any kind, for use of glitter, for appearing unruly or intoxicated, or for not being a member or guest of your organization or function. If such persons refuse, the police will be called to remove them from the building.

**Firearms**

Firearms of any kind are not allowed in the Museum building or on Museum property.

**General Provisions**

This Agreement may be changed or modified only in writing signed by authorized representatives of the Patron and Caterer and the Museum Coordinator. Any interpretation of this Agreement will be under the State of Texas laws and is performable in Harris County, Texas. If Patron or Caterer violates the Agreement then the Museum may pursue any claims it may have and recover, not only its damages, but also, legal fees and court costs if that becomes necessary. This Agreement does not give the Patron or Caterer the right to assert, claim or infer that the Museum and the use thereof constitutes endorsement or support of any charitable cause, political candidate, issue or cause, or Patron’s activities.

The parties hereto have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Patron

BY: \_\_\_\_\_  
Name:

Caterer

BY: \_\_\_\_\_  
Name:

Museum

BY: \_\_\_\_\_  
Coordinator

*Effective October 1, 2003, updated February 8, 2012*