

The Philbrook Museum of Art, Inc.
FACILITY RENTAL POLICIES

The Philbrook Museum of Art, Inc. (Philbrook) has established this Facility Rental Contract to set out the terms and conditions for the use of the premises of Philbrook (Museum) for an event that is not sponsored by Philbrook (Event). This Contract sets out policies that pertain to the use of the Museum for an Event and constitutes the _____ (Host) agreement to abide by such policies in Hosting the Event.

Philbrook is a not-for-profit fine arts museum with a mission to serve the community. The following policies have been established to preserve the Museum, its contents, grounds, and gardens, and to assure Philbrook's continuing accreditation by The American Alliance of Museums.

Philbrook reserves the right to change or amend Facility Rental Rules and Regulations for any reason, without advance notice, including, but not limited to, procedures regarding life, safety codes, insurance requirements, building codes, art lender requirements, or other legal issues. In the event of changes or amendments to this Event Policy, Philbrook will endeavor to notify you of any material changes at the earliest reasonable date.

Philbrook's Significance and Commitment to Preserve this Unique Landmark

Thank you for holding your Event at Philbrook Museum of Art. We preserve Philbrook to engage our community in learning through the arts, history, and the environment. Philbrook is a historic building filled with irreplaceable art objects; and unlike most other venues, its walls, its floors, and its doors are all historic, one-of-a-kind objects or specialized finishes. In agreeing to share Philbrook with you and your guests for a special evening, we ask that you acknowledge the historic importance of Philbrook and commit to doing everything in your power to support our mission to preserve Philbrook during your event. Thank you!

I understand Philbrook's historical significance and commit to supporting the preservation of this unique landmark.

_____ (Client Initials)

Facility Rental Rules & Regulations

Reservation and Payments

1. A rental deposit of 25% is due from the Host within 30 days of the Museum's receipt of an executed Event contract. If payment is not received within 30 days, Philbrook will remove the Host's reservation from the calendar. **The deposit is non-refundable and will be applied toward the payment of the event.**
2. The Host agrees to four total rental payments. 25% due as the rental deposit. 25% due 9 months ahead of the event. 25% due 3 months ahead of event. 25% due 1 month ahead of event. Failure to make all required payments by 30 days before the Event will result in the cancellation of the event and forfeiture of all monies, at the sole discretion of Philbrook.
3. All additional third-party costs and vendor fees will be added to the outstanding balance.
4. Cancellations made for any reason other than Force Majeure as described below, will result in the forfeiture of all payments to date. For cancellations made within 30 days of the Event start date, for any reason other than Force Majeure as described below, the Host is financially responsible for the total rental fee.
5. Any cancellation of an Event must be made in writing to the Venue Sales Manager.
6. Force Majeure: "Force majeure" means any unforeseeable circumstance that is beyond the control of the Museum or Host, or any unavoidable event, even if foreseeable, because of which either Party is unable to conduct the event under this Facility Rental Contract. Such circumstances include but are not limited to, any natural disaster, act by a public enemy, fire, flood, tornado, war, riot, pandemic, insurgency, or any other similar event.
7. The Host will be invoiced and is responsible for the payment of any undercharges. The Venue Sales Manager will advise the Host of any overcharges which will be refunded upon written request from the Host.
8. Philbrook reserves the right to collect from the Host any Event-related charges and damages assessed after the conclusion of the event. Philbrook will provide the Host with a final invoice within 14 days of the event End and full payment for any Event-related charges and damages will be due within 30 days of the Event End. Failure to make payment within 30 days of the event End will result in a \$500 fine per additional day beyond 30 days and civil proceedings to collect amounts owed.
9. Philbrook reserves the right to cancel the Event Contract at any time, with or without notice, if any term, condition, or promise has been or is being violated by the Host. Such an event will result in the forfeiture of all payments to date and Philbrook will not be responsible for any consequential damages.
10. All Facility Rentals, by default, are considered "Semi-Private Events" and do not preclude Museum regular visitors, photography sessions, and group tours from use of the Museum or Gardens during regular museum business hours. Semi-Private Events will not allow Event guests access to Museum and Garden areas not included in the contracted rental space. Rentals that require a Fully Private Event Rental must be approved in writing by the Museum Director at least 90 days before the event's start date.
11. Rental of the Museum for an Event does not imply Philbrook sponsorship or approval of the Event. As a result, any publication must receive approval from the Venue Sales Manager.

Third-Party Vendors

1. A certificate of insurance for \$1,000,000 general liability for personal injury and property damage and \$500,000 workers' compensation and employers' liability naming Philbrook Museum of Art, Inc., 2727 South Rockford Road, Tulsa, OK 74114, as additional insured, is required by Event Third-Party Vendors ("Vendors") and must be provided by Vendors or Host and received by Philbrook at least 30 days before the Event start date.
2. The Host is responsible for the actions of all Vendors, which may include but are not limited to event planners, entertainers, florists, caterers, musicians, rental equipment providers, etc. The Host is responsible for ensuring that all Vendors are aware of Philbrook's historic significance and this Facility Rental Contract and abidance thereto.
3. All weddings with a guest count greater than 50 people are required to have a professional wedding or event planner ("Planners") with a Full or Partial Planning package. Day-Of and Month-Of Coordination packages are not permitted.
4. A Full-Service or Partial Planning package is defined as providing detailed timelines and diagrams as early as 90 days before the Event. Planners will function as liaisons between Host and Philbrook and provide vendor coordination for all third-party vendors. Philbrook does not provide event coordination, including, but not limited to, booking vendors, timeline details, ceremony cues, décor and design, and audio-visual support.
5. Hosts and Planners are required to submit proof of wedding planning contract at least 3 months before the event's start date. Host agrees that failure to submit proof of contract for an event that requires a professional wedding planner may result in cancellation of the event and forfeiture of all monies, in the sole discretion of Philbrook.
6. Wedding and Event planners cannot be immediate family members of the wedding party or a wedding guest. Their attendance at the event must be solely to perform event planning services. Planners must be able to provide proof of business such as a W-9 Tax Form.
7. Weddings with a guest count of less than 50 people and Non-Wedding Events are not required to have a professional wedding or event planner.

Fundraising

1. 501(c) non-profit organizations may rent the Museum for events if the Event is not a fundraiser. A fundraiser is defined as, for this purpose, an Event that has a ticket price that is greater than the direct, per-person cost of the Event as determined by the Venue Sales Manager.
2. Solicitation of contributions during a non-profit event otherwise qualifying for rental of the Museum is specifically prohibited.

Facilities

1. Philbrook provides only the site, portions of which are of historic significance (Villa Philbrook) and/or contain priceless art objects and artifacts (Galleries). Therefore, restrictions apply to their utilization as noted herein. The Host shall provide all other services such as rental tables, chairs, audio-visual, etc. unless specifically outlined in the Event Contract.
2. If contractually agreed upon and paid at least 60 days before the Event, Philbrook's galleries may be opened for viewing by the Host's guests during the event. In such a case, food and beverages may not be brought into the Museum galleries, and access is not permitted beyond regular guest viewing

barriers under any circumstances. The setting-up of tables, chairs, and any other equipment is prohibited in gallery spaces.

3. The Host agrees that they will be charged a fine of \$1,000 per 15-minute increment that food and beverages are present, served, or consumed in the Galleries and Villa Philbrook.
4. The Host understands and acknowledges that Museum exhibitions change periodically, and Philbrook cannot guarantee that the rental space as specified in the Event Contract or proximate areas within the Museum will remain unchanged since the Host's or Host's agent's initial or any subsequent viewing. Philbrook reserves the right to install works of art of any sort, including large sculptures or installation pieces, in and about Museum spaces. Philbrook will endeavor to timely notify the Host of any major changes to the rental space.
5. Alternate rain plans for all outdoor Events must be provided by the Event Host concurrent with the execution of the event Contract. Venue Sales Manager may cancel or delay any Event for weather purposes in their sole discretion. The Host must make rain calls for Event setup at least 24 hours before scheduled deliveries. If the Host fails to notify the Venue Sales Manager of the rain call decision in writing within 24 hours of the first scheduled delivery, the Venue Sales Manager will make the rain call.
6. Existing furniture re-arranging and/or removal is done only by Philbrook staff with prior approval of the Venue Sales Manager. Host requests for furniture rearranging must be made at least 30 days in advance of the event's start. Additional fees may apply.
7. Venue Sales Manager must be notified 60 days before the Event if portable sanitation units will be used during the event. If Event plans do not specify the use of portable sanitation units, but in the sole determination of the venue Sales Manager such units are deemed necessary, such units must be secured and paid for by the Host. In any case, the Venue Sales Manager will determine the location of all portable sanitation units on the Philbrook property.
8. Philbrook is a smoke-free campus. Smoking, including but not limited to cigarettes, electronic cigarettes, and cigars, is not allowed anywhere in the Museum or on the grounds. The only designated smoking area is in the guest parking lot. Host agrees that they will be liable to Philbrook for a fine of \$250 per guest found smoking in the non-designated smoking areas.

Time and Noise Restrictions

1. After-hours Events may not begin before 6:00 p.m. To the greatest extent possible, the set-up of equipment is to occur on the same day as the event and must minimize any interference with regular Museum activities.
2. Under no circumstances will any event continue past 11:00 p.m.
3. Historic Villa Philbrook and Galleries will close to Event guests as soon as possible, consistent with the event Contract.
4. All music and entertainment must conclude with the Event Contract end time.
5. Philbrook is in a residential area, whose residents are within range of noise from events conducted at Philbrook. Philbrook takes pride in being a good neighbor and adheres to county and city ordinances, and State of Oklahoma statute which subject Philbrook to fines and damages if noise and music from Philbrook interfere with neighbors' private enjoyment of their property. Accordingly, by signing this agreement, Host agrees to (1) abide by all county and city noise ordinances which limit sound to 90 decibels or lower at 15 ft or more from the sound source and (2) defend Philbrook from all noise ordinance violation actions or claims, including attorney fees and costs, resulting from Host's Event.
6. Host agrees that it will be liable for the full reimbursement to Philbrook for any fines, penalties, or damage assessed against Philbrook by a court of law based in whole or in part upon Host's use of

Philbrook or violation of this agreement. In addition, Host agrees to reimburse Philbrook for the full amount of Philbrook's attorney fees and costs incurred in defending Philbrook in any action that results in a judicial or administrative levy of such fines, penalties, or damages against Philbrook.

7. The Host agrees that they will be liable to Philbrook for a fine of \$5,000 per 15-minute increment that the event's music and noise continue past the event's end time and noise deadlines outlined in the event Contract.
8. The Host agrees that they will be liable to Philbrook for an additional hour of rental costs as defined in the Event Contract for Events that continue 20 minutes past the Event's end time.

Photography

1. Professional photography is allowed and encouraged during Events within the bounds of the following policies.
2. Professional photography in Historic Villa Philbrook and Galleries is only permitted during Wedding Events and is restricted to 2:00p to 5:00p during regular museum business hours and after-hours. Gallery images are for personal use only and must not be reproduced for commercial purposes.
3. No flash photography is allowed in Historic Villa Philbrook and Galleries at any time. The only photography equipment permitted in Historic Villa Philbrook and Galleries is tripods or monopods, cameras, and camera bags.
4. Photography must not interfere with the enjoyment of other guests.
5. Photographers and Guests agree they will not climb on stonework, rocks, walls, fountains, trees, sculptures, cultivated hillsides, planted embankments, or into any bodies of water.

Catering

1. Events are required to choose a caterer from Philbrook's Required Catering List. Philbrook will provide the Host with the Required Catering List at the time of the contract.
2. Limited exceptions will be considered for events in which caterers on the Required Catering List are unable to provide a service due to the unique needs of the group (i.e., cultural, ethnic, or religious programming) or Events Hosted by donors who have contributed \$20,000 or more to Philbrook within the last twelve months before Event Contract execution.
3. Outside catering is allowed in the Charles P. Williams room and Patti Johnson Wilson Auditorium when the value of catering is less than \$500.
4. Philbrook reserves the right to control all placements of food and beverage service locations.

Alcohol

1. Philbrook is not licensed to sell alcoholic beverages and Philbrook personnel do not sell or serve alcoholic beverages in the Museum. A Philbrook Required Caterer must conduct all services of alcoholic beverages in the Museum. No employee or volunteer of Philbrook shall participate in the service of alcoholic beverages.
2. Philbrook's Required Catering Vendors have verified applicable insurance requirements to protect Philbrook concerning the service of alcohol.
3. Philbrook requires strict adherence to all applicable laws and regulations concerning service and consumption of alcoholic beverages, including, but not limited to, the laws of the State of Oklahoma and regulations of the Oklahoma Alcoholic Beverage Laws Enforcement Commission ("ABLE Commission").

4. Alcohol shall not be served to any person under the age of twenty-one at the time of service. All servers shall check birth dates on identification cards when the person requesting alcohol service appears to be younger than age 40.
5. Alcohol shall not be served to any person who is or appears to be intoxicated, any person adjudged to be insane or mentally deficient, or any person who could become mentally impaired by the service of alcohol.
6. Service of alcohol may be refused to any person by a staff member of the Required Caterer or by a staff member of Philbrook, in their sole discretion. When service is refused, this decision shall not be reconsidered for any reason. Philbrook staff shall take all reasonable steps to ensure that any person refused service and any intoxicated person does not operate an automobile or other means of transportation, including, but not limited to, offering to call a taxi for the individual.
7. Philbrook will not permit the excessive consumption of alcohol in the Museum. Philbrook operates with a No-Shot Policy. All liquor must be served in a mixed drink. Hosts will be fined \$1,000 if they or their Vendors are found failing to adhere to the No-Shot Policy.
8. Service for alcohol will terminate at 10:30 pm at the latest. However, the service of alcohol may terminate earlier by the specifications of the event, in which case service will conclude 30 minutes before the event's end time. Service of alcohol will not exceed 5 hours under any circumstance.

Safety and Security

1. The Host agrees that the Museum reserves the right to take necessary actions to ensure the safety and well-being of all individuals on the premises. If any guest is found to be intoxicated, injured, engaging in illegal activities, or failing to cooperate with Museum personnel, Philbrook reserves the right to remove or have removed guests and/or contact the appropriate authorities, including but not limited to the police or emergency medical services.
2. If the safety of any individual present at the event is a concern to Museum staff, Philbrook reserves the right to take any reasonable measures deemed necessary to address the situation and maintain a secure environment.
3. The Host agrees to cooperate fully with Philbrook personnel and emergency services as needed and understands that any violation of this clause may result in immediate termination of the event and may also lead to legal consequences for the individuals involved.
4. The Venue Sales Manager may, at their discretion, require that the Event Sponsor hire uniformed, off-duty police or paramedic services for an additional fee to be paid by the Host.
5. Philbrook security officers or any other Philbrook employee are not responsible for the security of the Host, guest, or Vendor property.
6. Philbrook is not responsible for any gifts, flowers, keepsakes, etc. all of which must be removed from the Museum by the Event End Time.
7. The Host is responsible for any damages due to negligence, including actions of the Host's guests or Vendors. Philbrook reserves the right, at its discretion, to remove or have removed guests who behave inappropriately.
8. The Host agrees to abide by all federal, state, and local laws.

Parking and Transportation

1. Guests and Hosts can park in the standard Philbrook guest parking lots. All Guest and Vendor Vehicles must not block fire hydrants, accessible parking spaces, ramps, or paths. Vehicles are prohibited from parking or stopping in any driveway, road, entrance/exit, or other non-designated

parking spaces including temporary parking for unloading. Improperly parked vehicles may be towed at the owners' expense.

2. Guests and Hosts cannot park in Reserved parking spaces or the Employee Parking Lot unless the Venue Sales Manager has given written permission.
3. Philbrook's parking lots can accommodate up to 150 vehicles. Philbrook is not responsible for any damage to, or theft of vehicles or property contained in vehicles.
4. No vehicles are allowed in any part of the half-circle drive outside the Villa doors to avoid any building damage. Drivers of large vehicles should be advised that Philbrook's entrance road is narrow and lined with live plant material, thus slow and cautious driving is required.
5. The Host is financially responsible for fees associated with required city and county permits for additional street parking, traffic control, and street closures to ensure the orderliness of the event. Philbrook and the Host will collaborate to obtain the required permits and Philbrook will function as the liaison between the Host and city officials.
6. Hosts, guests, and Vendors shall adhere to traffic directions given by Philbrook staff. Depending on the complexity of an Event, Philbrook may require additional traffic control personnel at the sole cost of the Host.
7. The Venue Sales Manager must be advised at least 30 days ahead of the event when valet parking or charter bus arrival has been arranged. Parking attendants and drivers are required to adhere to all the above parking and traffic policies.

Event Set Up and Deliveries

1. Philbrook is a public museum, and the Host acknowledges that visitors expect a positive experience at Philbrook. As such, the Host agrees to fully minimize the possible negative impact of the event set up in Philbrook Museum and Gardens during Philbrook's public visitation hours.
2. The Host is responsible for ensuring that Vendors provide sufficient extension cords, electrical panels, etc. to cover the event's electrical needs. Failure to notify the venue Sales Manager of electrical requirements at least 60 days in advance of the event's start date may result in inadequate power or a power failure for which Philbrook will not be held responsible.
3. Host and/or Vendors must accept deliveries. Philbrook staff will not accept or sign deliveries.
4. Rental equipment may be delivered to the Catering Kitchen, Mabee Lobby, Gardens, and Great Hall between 7:30-and8:45 a.m. on the Event start date. Additional deliveries and event set-up may begin no earlier than 3:00p on the Event start date unless explicitly stated in the Event Contract or writing by the Venue Sales Manager.
5. Philbrook has absolute discretion in determining the ultimate time of delivery, placement, set-up, removal, and breakdown of tents, chairs, tables, and/or any object to be used on the premises.
6. The Host agrees that it will be liable to Philbrook for a fine of up to 50% of the event's contracted rental fee for deviating from Venue Sales Manager-approved Event designs and set-up. In addition, the Host will be liable for damages that result from unapproved Event designs, set-up, and breakdown.

Event Clean Up and Breakdown

1. All decorations, equipment, and any other items must be removed after the Event. No personal items or equipment rentals may be left for any reason and must be removed from the Museum after the Event. Philbrook will not be responsible for items left on the property.

2. Wedding parties may remain one hour following the Event end time to load out personal items. Vendors may remain two hours following the Event end time to load out items.
3. Philbrook will provide basic custodial services. However, the Host is responsible for ensuring proper post-event clean-up. When the Host leaves Philbrook post-event, the facility should look as it did before the Event. Failure to adhere to clean-up rules may result in fines. Any labor required by Philbrook personnel to clean the event site beyond basic custodial services will be at an additional charge of \$200 per hour or partial hour.
4. The Museum provides two (2) dumpsters for a facility rental Event. If deemed necessary by Philbrook for the event, the Host will be charged for an additional dumpster(s) in Philbrook's final billing to the Host.

Building and Gardens Condition and Appearance

1. To ensure the preservation of Philbrook and its collections for future generations, restoration is an ongoing process at Philbrook Museum and Gardens and may affect premises. Visible alterations or work in progress may include scaffolding; areas closed off for safety, visible materials and/or equipment; disassembled or removed artworks or historic features. While Philbrook will endeavor to keep the premises clean and attractive during restoration, the Museum cannot accept liability for Philbrook's appearance due to restoration work. Staff will endeavor to inform the Host in advance if any restoration work is scheduled to occur in areas in or near the planned Event site. Restoration will not be rescheduled or delayed for the convenience of clients.
2. Philbrook cannot guarantee the appearance of outdoor planting and lawn areas. The landscape and plant design cannot be changed, moved, or adjusted to accommodate the Host's or Host's agent's colors or design. Certain garden circumstances are beyond Philbrook's control including weather, plant disease, or other incidents. Every effort is made to maintain a high-quality garden experience. All garden beds and planted areas are off-limits to any form of foot traffic. The Gardens are often undergoing maintenance and construction. Construction equipment may be visible to your guests.
3. The Host agrees to accept the event site in "as-is" condition. By executing this Event Contract, the Host shall be deemed to have accepted the Event site in acceptable order, condition, and repair.

Restrictions and Prohibited Items

1. Restricted items include but are not limited to flame candles, sparklers, fireworks, glitter, pins/tacks, confetti cannons, live animals, and items that are non-compliant with the museum's Integrated Pest Management plan. All items are subject to approval by the Venue Sales Manager.
2. No glassware is permitted in the Gardens. China plate ware is allowed in the Gardens.
3. No attachable décor such as banners, signage, or floral arrangements may be used anywhere in the Museum without written approval from the venue Sales Manager on placement and method of attachment.
4. No candles of any kind, open flame fixtures, or flammable liquids are allowed at an Event, except for food-warming purposes. Hurricane candles, floating candles, and glass-enclosed taper candles are not permitted. Flames used for food warming purposes must be always attended by a representative of the Restaurant or other approved caterer. Battery-operated candles are allowed.
5. Bar service can be arranged on the outside Terrace, but no red wine is permitted.
6. Food and drink are not permitted in Historic Villa Philbrook or Galleries.
7. No aerosols, room sprays, or cosmetic products are permitted in Historic Villa Philbrook or Galleries.

8. Artwork cannot be moved or covered for any reason. Extra security may be required if there is a special exhibition on display during the event; if so, fees will apply and be relayed to the Host.
9. No artwork or Museum collection furniture may be touched or moved, except by Philbrook personnel.
10. The Villa Doors are to be used on a limited basis and must remain closed as long as possible. They must only be opened/closed by a Philbrook security officer or other staff members.
11. Any Philbrook property or garden landscaping or installations that are broken or damaged during the event will be subject to repair or replacement at the sole cost to the Host and to the satisfaction of the Museum.
12. Philbrook allows dogs to be present during wedding ceremonies and photographs. Dogs must always be accompanied by a handler and are not permitted to take off the leash at any time. No pets are permitted inside the Villa or Galleries. Only service animals for persons with disabilities are permitted inside.

Plant Material Guidelines

1. The Host agrees the following plant materials are restricted from use to avoid the introduction of pests to the museum:
 1. Bark: Bark or bark chips may harbor insects harmful to wood objects. Green bark on fresh branches is acceptable if inspected for any insect casings or eggs. Related items include old bamboo, bird/insect nests, driftwood, cacti, logs, and large branches (dried or newly cut), and hollow reed basketry.
 2. Seed Pods: Seed pods may harbor beetles or insect casings. Dried pods or cones that have been painted or otherwise coated are acceptable. Edible nuts may only be used for event decorations in the Gardens and must be removed on the same day as the event.
 3. Fruit: Fruit is acceptable as temporary decorations for events in the Gardens and must be removed from the building on the day of the event.
 4. Mosses: Mosses collected in the forest and not treated could contain potentially harmful insects.
2. Any live plant material must contain sterilized soil, be sprayed with insecticide before being brought into the Museum and be prohibited in the art galleries. Areas where live plant materials can be placed are limited and must be approved in advance in writing by the Venue Sales Manager.
3. Any live plant material or decoration from Vendors cannot disrupt or alter any current Museum collections, historic surfaces, grounds, or garden plants or any plans for garden plantings, garden pots, containers, or other curated installations.
4. Potted plants from Vendors may be used in the gardens or grounds only if they contain sterilized soil and are placed on sidewalks.
5. Flower petals and lavender may be thrown but only in the gardens or grounds during Wedding events.

Additional Terms and Conditions

Host shall indemnify and hold harmless Philbrook Museum of Art, Inc. and its officers, employees, agents, contractors, volunteers, and instrumentalities from any liability, losses, or damages, including attorneys' fees and costs of defense, which the Host or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Event Contract by the Host or its employees, agents, servants, partners, principals, or vendors. Host shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of Philbrook

Museum of Art, Inc. where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

I have read and understand these terms and conditions and agree to be bound by them in connection with the Facility Rental Agreement

Host Signature

Date

Philbrook Representative Signature

Date