

## The Philbrook Museum of Art, Inc.

### *Facility Rental Rules & Regulations*

#### **Reservation and Payments**

1. A rental deposit of up to 50% of the rental value is due from Host within 30 days of Museum's receipt of an executed Event contract (see separate document). If payment is not received within the 30-day period, 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. All additional third-party costs and vendor fees will be added to the outstanding balance.
3. Host must pay the outstanding balance for the Event at least 30 days prior to the event start date. Failure to make all required payments 30 days prior to the Event will result in cancellation of Event and forfeiture of all monies, in the sole discretion of Philbrook.
4. Cancellations made for any reason other than Force Majeure as described below, will result in the forfeiture of the non-refundable deposit. For cancellations made within 30 days of the Event start date, for any reason other than Force Majeure as described below, Host is financially responsible for total rental fee.
5. Any cancellation of an Event must be made in writing to the Special Events Manager.
6. Force Majeure: "Force majeure" means any unforeseeable circumstance which is beyond the control of Museum or Host, or any unavoidable event, even if foreseeable, because of which either Party is unable to conduct Event under this Facility Rental Contract. Such circumstances include, but are not limited to, any natural disaster, act by a public enemy, fire, flood, accident, war, riot, pandemic, insurgence, or any other similar event. Host's inability to host the Event under this Agreement due to illness is not considered "force majeure".
7. The Host will be invoiced and is responsible for the payment of any undercharge. Special Events Manager will advise Host of any overcharges which will be refunded upon written request from Host.
8. Any Philbrook property or garden landscaping or installations that is broken or damaged during Event will be subject to repair or replacement at the sole cost to the Host and to the satisfaction of Museum.
9. Philbrook reserves the right to collect from Host any Event-related charges and damages assessed after the conclusion of Event. Philbrook will provide Host with a final invoice within 14 days of Event and full payment for any Event-related charges and damages will be due within 30 days of Event. Failure to make payment within 30 days of Event will result in \$500 fine per additional day beyond 30 days and civil proceedings to collect amounts owed.
10. 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 Host. In such an event, there will be no reimbursement or credit towards any fee or deposit previously paid or any fee still owing, and Philbrook will not be responsible for any consequential damages.

#### **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 prior to the Event start date.
2. 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. Host is responsible for ensuring that all Vendors are aware of Philbrook's historic significance and this Facility Rental Contract and abideance thereto.
3. All wedding receptions are required to have a professional wedding and event planner with a Full-Service Coordination package. Day-Of and Month-Of Coordination packages are not permitted for wedding receptions.

4. Full-Service Event Planners are required to provide detailed timelines and diagrams as early as 90 days before the Event. Planners will act as liaison 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 a full-service contract at least 120 days prior to the event's start date. Host agrees that failure to submit a proof of contract for an event planner may result in cancellation of Event and forfeiture of all monies, in the sole discretion of Philbrook.
6. Ceremony Only Wedding Packages, Elopement Packages, and Non-Wedding Events are not required to have a Full-Service Event Planner. Ceremony Only Wedding Packages are required to have wedding and event planner with at least a Day-Of or Month-Of Coordination package. Elopement packages and Non-Wedding events are encouraged to have a designated planner, but it is not required.
7. All Wedding and Event planners cannot be an immediate family member of the wedding party or a wedding guest. Their attendance at the event must be solely to perform professional event planning services.

## **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 30 days prior to Event, Philbrook's galleries may be opened for viewing by Host's guests during Event. In such a case, food and beverage may not be brought into the Museum galleries, and access is not permitted beyond regular guest viewing barriers under any circumstances. The set-up of tables, chairs, and any other equipment is prohibited in gallery spaces.
3. Host agrees that they will be charged a fine of \$1,000 per 15-minute increment that food and beverage are present, served, or consumed in the Galleries and Villa Philbrook.
4. 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 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. A Full Museum Event Rental is defined as the private use of *all* Museum and garden space. A Full Museum Event Rental precludes use of campus by non-Host Museum visitors, private photography session, or Museum tours. However, Philbrook staff and Vendors will continue to always have full Museum access. Full Museum Event Rentals, including Event design, required spaces, and Event activities, must be approved by Museum Director by written correspondence at least 30 days before Event start date.
6. Any Event that is not defined as a Full Museum Event Rental is a Partial Private Event Rental. Partial Private Event Rentals do not preclude non-Host Museum visitors, private photography sessions, and tours from use of the Museum or Gardens during regular museum business hours. Partial Private Event Rentals will not allow Event guest access to Museum and Garden areas not included in the contracted rental space.
7. Alternate rain plans for all outdoor Events must be provided by Event Host concurrent with execution of Event Contract. Special Events Manager may cancel or delay any Event for weather purposes in their sole discretion. Host must make rain call for Event setup at least 24 hours before any scheduled deliveries. If Host fails to notify Special Events Manager of rain call decision in writing within 24 hours of the first scheduled delivery, Special Events Manager will make the rain call.
8. Rental of Museum for an Event does not imply Philbrook sponsorship or approval of the Event. As a result, any publication or invitation must receive approval from the Special Events Manager.
9. Existing furniture re-arranging and/or removal is done only by Philbrook staff with prior approval of the Special Events Manager. Host request for furniture re-arranging must be made at least 14 days in advance of Event start. Fees apply.

10. Special Events Manager must be notified 30 days prior to Event if portable sanitation units will be used during Event. If Event plans do not specify use of portable sanitation units, but in the sole determination of Special Event Manager such units are deemed necessary, such units must be secured and paid for by Host. In any case, the Special Events Manager will determine the location of all portable sanitation units on Philbrook property.
11. 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 \$50 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, set-up of equipment is to occur on the same day of Event and must minimize any interference with regular Museum activities.
2. All Events must conclude by 10:00 p.m., unless additional hours are agreed to in Event Contract. Under no circumstances will any event continue past 12:00 a.m.
3. Beverage service must conclude at least thirty minutes prior to the Event Contract end time.
4. Historic Villa Philbrook and Galleries will close to Event guests at the earliest time possible consistent with Event Contract.
5. All music and entertainment must conclude 15 minutes prior to the Event Contract end time.
6. 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 interferes 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.
7. The Host agrees that any noise and music resulting from an Event will be sufficiently low volume after 11:00 p.m. that such noise and music will not be audible outside the Philbrook property.
8. Host agrees that it will be liable for the full reimbursement to Philbrook for any fines, penalties, or damages 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.
9. Host agrees that it will be liable to Philbrook for a fine of \$5,000 per 15-minute increment that Event's music and noise continue past Event's end time and noise deadlines outlined in Event Contract.

### **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 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 unique needs of the group (i.e., cultural, ethnic, or religious programming) or Events hosted by donors who have contributed \$25,000 or more to Philbrook within the last twelve months prior to Event Contract execution.
3. Outside catering is allowed in the Charles P. Williams room when the value of catering is less than \$500.
4. Philbrook reserves the right to control all placements of food and beverage service locations.
5. If alcohol is to be served at the Event, Philbrook's Policy on Alcohol Service, which is incorporated in this Facility Rental Contract by reference, shall be in force.

## **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 Special Events Manager.
2. Solicitation of contributions during a non-profit event otherwise qualifying for rental of the Museum is specifically prohibited.

## **Parking and Security**

1. Catering alley, security curb line, and named parking spots are Reserved Spaces. Guest and Host vehicles must not park in Reserved Spaces at any time prior to, during, or after Event without prior permission. All Guest and Vendor Vehicles must not block fire hydrants, accessible parking spaces, ramps, or paths. Host, guests, and Vendors shall adhere to traffic directions given by Philbrook staff. Improperly parked vehicles may be towed at the owners' expense.
2. Philbrook's parking lots can accommodate up to 170 vehicles. Philbrook is not responsible for any damage to, or theft of vehicles or property contained in vehicles.
3. Host is financially responsible for fees associated with required city and county permits for additional street parking, traffic control, and street closures to ensure orderliness of Event. Philbrook and the Host will collaborate to obtain required permits and Philbrook will act as liaison between Host and city officials.
4. Host and Vendors agree to adhere to all instructions of Philbrook staff. Depending on the complexity of an Event, Philbrook may require additional security or police at its sole discretion and at sole cost of Host.
5. 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. Vehicles are not allowed on any part of the half circle drive outside the Villa doors as to avoid any building damage. Vehicles are prohibited from parking or stopping in any driveway, road, entrance/exit, or other non-designated parking spaces including temporary parking for unloading.
6. Special Events Manager must be advised when valet parking or charter bus arrival has been arranged. Parking attendants and drivers must park vehicles, so they do not block Philbrook's entrance or exit for emergency vehicles.
7. Philbrook security officers or any other Philbrook employee are not responsible for the security of Host, guest, or Vendor property.
8. Philbrook is not responsible for any gifts, flowers, keepsakes etc. all of which must be removed from the Museum the night of the Event.
9. Host is responsible for any damages due to negligence, including actions of Host's guests or Vendors. Philbrook reserves the right, in its discretion, to remove or have removed guests who behave inappropriately. Certain events may require off-duty police or paramedic services for an additional fee to be paid by Host.
10. Host agrees to abide by all federal, state, and local laws.

## **Event Set Up and Deliveries**

1. Philbrook is a public museum and Host acknowledges that visitors expect a positive experience at Philbrook. As such, Host agrees to fully minimize possible the negative impact of Event set-up in Philbrook Museum and Gardens during Philbrook's public visitation hours.
2. Host is responsible for ensuring that Vendors provide sufficient extension cords, electrical panels, etc. to cover Event's electrical needs. Failure to notify Special Events Manager of electrical requirements at least 30 days in advance of Event start date may result in inadequate power or power failure for which Philbrook will not be held responsible.
3. Host and/or Caterer must accept deliveries. Philbrook staff will not accept or sign deliveries.

4. Rental equipment may be delivered to the Catering Kitchen, Mabee Lobby, and Great Hall between 7:00-9:00 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.
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. Host agrees that it will be liable to Philbrook for a fine of up to 50% of Event's contracted rental fee for deviating from Special Event Manager approved Event designs and set-up. In addition, Host will be liable for damages which 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 at the conclusion of the Event. No personal items or equipment rentals may be left for any reason and must be removed from the Museum at the conclusion of 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.
3. Philbrook will provide basic custodial services. However, Host is responsible for ensuring proper post-Event clean-up. When Host leaves Philbrook post Event, the facility should look as it did before 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 one (1) dumpster for a facility rental Event. If determined necessary by Philbrook for Event, Host will be charged for an additional dumpster(s) in Philbrook's final billing to 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 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 Host's or Host's agent's colors or design. Many 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. Host agrees to accept the event site in "as-is" condition. By executing this Event Contract, 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 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 Special Events Manager.
2. No attachable décor such as banners, signage, or floral arrangements may be used anywhere in the Museum without written approval from Special Events Manager on placement and method of attachment.
3. No candles of any kind, mechanical, open flame fixtures or flammable liquids are allowed at an Event, except for food warming purposes. 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.
4. Bar service can be arranged on the outside Terrace but is limited to the service of clear liquids only.

5. Food and drink are not permitted in Historic Villa Philbrook or Galleries.
6. No aerosols, room sprays, or cosmetic products are permitted in Historic Villa Philbrook or Galleries.
7. No flash photography is allowed in any art gallery and is subject to restrictions in other areas. All use of photography must be approved in advance.
8. Artwork cannot be moved or covered for any reason. Extra security may be required if there is a special exhibition on display during 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 member.
11. 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.
12. Any live plant material must contain sterilized soil, be sprayed with insecticide prior to being brought into the Museum and are 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 Special Events Manager.
13. 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 and containers, or other curated installations.
14. Potted plants from Vendors may be used in the gardens or grounds only if they contain sterilized soil and are placed on sidewalks.
15. Only flower petals and lavender may be thrown and only outside Museum during wedding or other Events.

**Additional Terms and Conditions**

1. Host shall indemnify and hold harmless Philbrook Museum of Art, Inc. and its officers, employees, agents, contractors, volunteers and instrumentalities from any and all 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.
2. Event date is not reserved unless this Facility Rental Contract is signed and submitted along with the required deposits.

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