



MUSEUM *of*
VISUAL
MATERIALS

500 N. Main Ave
Sioux Falls, SD 57104
(605) 271-9500

Rental Contract

Rate and Hours

The Museum holds children's art classes on Mondays, Tuesdays, and Wednesdays. Our facility is only available for rentals on Thursdays, Fridays, Saturdays, and Sundays. Our facility can hold a maximum sit-down number of 232 guests.

Rental Fees (May through November):

- Thursday \$2,500
- Friday & Sunday \$3,000
- Saturday \$3,500

Off-Season Rental Fees (December through April):

- Thursday \$2,000
- Friday & Sunday \$2,500
- Saturday \$3,000

Rental fees include:

- 12 Hour Rental
- Cash Bar
- Water Station
- Event Manager
- Tables (Round, Rectangle, and Cocktail)
- Gold Chiavari Chairs
- White Linens + White Table Skirts
- Black Pipe and Draping in the Catering Area
- White Fabric and LED Lights Hanging from Ceiling in Main Hall
- One-time Set Up, Tear Down, and Cleaning

All events are required to be completed by no later than midnight. You are able to come in during the exact times you set with the Event Coordinator on the day-of your event. The rental fee is for 12 hours total. The hours chosen must fall between 8:00am and midnight.

We cannot allow anyone to stay or enter outside of your scheduled 12 hours (including your vendors).

At the end of the night, it is the renter's responsibility to take all items they brought in with them, including boxes and storage containers for these items. If items are left behind after your event and you do not contact us within one week, we will consider the items as being abandoned property and will donate or dispose of them. We do not have the storage space to keep things long-term. Our staff will take care of our items (tables, chairs, linens) and bar garbage. The caterer is responsible for bussing tables of their food and taking all their food garbage with them. If your caterer doesn't provide this service, it becomes the renter's responsibility.

Additional Fees:

- *No Cash Bar Fee \$1000
- **Holiday Fee \$500
- Onsite Ceremony Fee \$500

*If you elect to have no cash bar at your event you will be charged this additional fee. If you elect to use an outside bar service (JJ's, etc), the fee is \$2000.

**All events on Friday, Saturday, or Sunday of a holiday weekend will be charged this additional fee.

Sales tax (9%) is not included within pricing.

Renters that exceed their rental period will be charged an additional \$75 overtime fee per each half-hour that the renter's cleanup is not completed.

Museum rental reservations are not made until the deposit has been provided and the Rental Agreement has been signed and **both** returned to the Museum Director. Until such time, the Museum cannot hold or reserve a date for an event.

Bar Service, License, and Permits

Our facility is beer and wine only. All alcoholic beverages must be purchased through the Museum. Renters and/or their guests caught with outside alcohol (including hard liquor, beer, and wine) will be given two warnings. Each occurrence following will result in a \$150 fine.

The bartenders require proper identification to verify legal drinking age and hold the right to deny services if proper ID cannot be produced. The bartenders may also refuse service to persons seeming intoxicated. The Museum has a Malt Beverage and Wine license and is unable to provide hard alcohol beverages. Any hard alcohol on Museum grounds must be removed immediately. Noncompliance will result in the content being taken away from the guest. Renters may be fined \$150 per incident for not abiding by this rule, due to the Museum's threat to losing its licenses and permits to serve. Outside coolers or beverages are not permitted on Museum grounds and may be taken by Museum staff.

If the renter decides to have a hosted bar for part or all of their rental period, the renter will be required to pay a 20% gratuity to the bartender. This additional gratuity will automatically be added onto the tab required to be paid the evening of the renter's event. This includes kegs, boxed wine and champagne orders, as well.

Any special orders must be approved by the Museum Director. Beverage services may be hosted by the renter, otherwise all beverages are cash. Pop is \$2.00, house wine is \$6.00 a glass or \$20 a bottle, box wine \$75/box, champagne is \$6.00 a glass or \$20 a bottle, Domestic Kegs are \$400, and Specialty Malt Kegs are \$450. *Alcohol prices are subject to change.*

Deposit and Payment

The required deposit for event rental at the Museum is **50%** of the daily rental rate and is due at the time of reserving the venue. This deposit is **non-refundable**. The venue is not reserved until the deposit payment and signed rental agreement are received.

After reserving the venue, **100%** of rental costs are due at **60 days prior** to the event.

If you choose to add any optional rentals to your final balance during your finalization appointment, these fees will be due **two weeks prior** to the event.

Delinquent payments may affect the status of the event and are subject to additional 5% late fees.

Optional Rental Fees

- Additional Hour \$150
- Day-Before Decorating Fee \$300

The day-before decorating fee allows you to move 2 of your 12 hours included in the rental fee to the day-before (if the day before isn't booked). The day-before can only be booked within 30 days prior to your event date if that day is not already booked for an event.

- Sound System \$100

The sound system rental is only available for: speaking engagements, ceremony music, toasts, and background dinner music. No dance music allowed.

- Private Lot Parking \$75

This fee allows you to rent 20 parking spots in the private lot next to the Museum. This lot is available after 5:00pm on Fridays or anytime on Saturday and Sunday. The Museum cannot provide 100% guarantee on spot availability.

Sales tax (9%) is not included in pricing.

Optional Bar Fees:

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|----------------------|----------|
| • Domestic Keg | \$400 |
| • Specialty Malt Keg | \$450 |
| • Reserve Keg Fee | \$50 |
| • Boxed Wine | \$75/Box |

Sales tax (9%) is not included in pricing.

Room Layout and Guest Count

Your final room layout and guest count must be agreed upon no less than ten (10) business days prior to your event.

Restrictions

No changes or alterations to the building, its accessories, or its fixtures may be made.

Guests or renters are not to access the basement for any reason. If a person needs something from our basement, please find an employee for further assistance. Only staff is allowed in the bar area. Caterers may use the large utility sink in the back linen room. Please find a staff person to help with this.

Disposable dishware is allowed but recyclable or biodegradable materials are preferred. No Styrofoam is allowed in the facility.

You may provide any licensed caterer of your choosing. Your caterer must provide table attendants to clear plates/silverware/trash, or you may provide your own table attendants. The Museum does not have staff available for these services. No crockpots are allowed due to electrical circuit overload.

No outside beverages may be brought into the Museum or be found on its grounds. Exceptions to this policy include punch, lemonade, iced tea, and coffee, which may be provided by a caterer. No beverages, such as homemade beer and wine, soft drinks, or bottled water, may be used as favors or used at the bar. Hard alcohol is not permitted on the Museum grounds and will be confiscated. Fines may occur.

No smoking or vaping on Museum grounds. Museum grounds consist of everything inside the black railing, and outside of the quartzite rock border in the back. State Law provides that all smoking must be done twenty (20) feet away from any building entrance. Museum policy states that all smoking and vaping is to be done off Museum grounds and by the smoking posts at the end of each exiting sidewalk. If any of your guests are in violation of this policy, the renter will be given one warning. After the first warning you may be subject to a maximum \$800 fine.

Decorating

The exact 12-hour rental period schedule must be provided to the Event Coordinator to ensure staff are available during your desired time. You are responsible for communicating with your vendors/rental

companies that they are only able to access the Museum during rental hours unless previous arrangements are made.

Absolutely **no** confetti, popcorn, fireworks (including sparklers), rice, sand, birdseed, Silly String, glitter, tape, glue, nails, pins, spray paint, spray of any kind, Play Dough, animals (including fish), may be brought into the Museum or be found on its grounds. Museum staff reserve the right to confiscate any of the above listed materials. You are responsible for your guests' abidance to this policy.

Open flame candles are **not** permitted. All candles must be surrounded by a glass receptacle at least two (2) inches over the flame.

White table linens will be provided, set, and removed by the Museum. If linens are damaged during your event, you will be charged the cost to replace them. If renters are bringing in their own special-order linens, you are required to remove promptly at the beginning of cleanup time.

Your bussing services should be taken care of by your catering company. If your catering company does not provide bussing services, you are required to provide them. Our staff are only obligated to clear the tables of wine glasses, beer bottles, water bottles, and pop cans. Products provided by the Museum will be cleared from the tables by our staff. Any centerpieces or colored linens that you are providing must be taken care of by the renter the night of the event.

All decorations must be removed by the end of your rental time. If items are left behind after your event and you do not contact us within one week, we will consider the items as being abandoned property and will donate or dispose of them. Cleanup or disposal fees may be added to your final invoice. Please make sure your vendors/rental companies are aware of this restriction as their noncompliance will be charged to the renter.

Renters can potentially decorate the day prior to their event for a fee of \$300. This fee allows the renter to move 2 of their 12 hours included in the rental fee to the day-before. The day-before can only be booked within thirty (30) days prior to the event date if the day-before is not already booked for an event. There are no promises or guarantees on availability.

Insurance

Any renters renting the facility must provide a copy of their proof of liability insurance (\$500,000 minimum) to the Museum Director ten (10) days before the event date. Any renter who fails to provide proof of liability insurance will be charged \$300 and Museum staff will provide the \$500,000 liability coverage through the Museum's insurance provider under the name of the renter. Any renter employing an agent that will be providing goods or services on the premises of the Museum, such as catering or entertainment, shall have the agent provide a copy of such agent's proof of liability insurance (\$1,000,000 minimum) to the Museum Director. All agents of the renter must provide proof of liability insurance prior to such agent's setup on the premises of the Museum. The Museum has the right to bill the renter for theft, damage, or any destruction of property.

Parking

Parking surrounding the Museum is available, but never guaranteed. Public parking is not metered after 5:00 PM on Fridays or all-day Saturdays and Sundays. During the week, all parking around the south side and the west side of the facility is 2-hour parking and is subject to ticketing before 5:00 PM. The Museum is not

responsible for parking violations, tickets, or towing. The large, paved parking lot to the south of the Museum across the street is available after 5:00 PM on Fridays. It will also be available on Saturdays and Sundays.

Cancellation

The Rental Agreement may be canceled **only** by written notice to the Museum Director. If the Rental Agreement is canceled by the renter, the renter will lose the initial deposit of 50% of the daily rental rate. If an event is canceled within sixty (60) days of the scheduled event date, the renter will lose their payment of 100% of rental costs.

Prices are subject to change. Price is only guaranteed after signed contract and deposit payment has been made.