

Childrens Museum of the Arts' Space Use Agreement

The parties hereto, the Children's Museum of the Arts, 103 Charlton Street, NYC, NY 10014 (hereinafter "CMA") and _____,

_____ (hereinafter "Community Group"),
intending to be bound, hereby agree as follows:

1. EVENT DATE: _____.
2. CERTIFICATE OF INSURANCE: At least one week prior to the event date, COMMUNITY GROUP must obtain and deliver to CMA a certificate of insurance in the amount of \$1,000,000 naming CMA and Trinity Real Estate Group in a form suitable to CMA.
3. TIME FRAMES: The Event will take place from _____ to _____.
4. Please note that unless specifically agreed to in writing, COMMUNITY GROUP agrees that equipment delivery, set up, breakdown and removal will take place within the times listed above under "3".
5. COST: \$ _____. Payment must be made one week prior to the event.
 - ✓ \$750 an hour for three hour minimum (6:30pm start time)
 - ✓ \$600 an hour for five hour minimum (6:30pm start time)
 - ✓ \$1,000 an hour for five hour minimum to use CMA prior to 6PM.
6. DEPOSIT: \$ _____. A refundable \$1,000 deposit must be provided within one week of the event.
7. CMA STAFF & INVOCATION OF EVENT TERMINATION: All space usage at CMA is under the direct on-site supervision of CMA employees. These employees are in charge of the use and operation of the space at all times. Any disrespectful conduct toward these staff members or unruly conduct in general by COMMUNITY GROUP or any of COMMUNITY GROUP's guests, volunteers, staff or vendors will not be tolerated. Under Section 7, CMA may, in its sole discretion, terminate an event at any time.
8. GOOD NEIGHBOR POLICY: CMA, as a nonprofit institution, recognizes that it must be a good neighbor and a responsible representative of the community. COMMUNITY GROUP must respect CMA's leadership and Code of Conduct (Attachment B) regarding guests, staff, volunteer, and vendors coming to and leaving the space. Groups that do not follow this Code of Conduct may face

invocation of Clause 6's event-termination provisions and loss of the entire security deposit, which is specifically intended (a) to provide CMA with insurance against unruly behavior and (b) as an incentive to COMMUNITY GROUP to support CMA in its efforts to maintain order in the space and in the surrounding community.

9. FLOOR PLAN: The attached floor, when annotated and signed by both parties governs the extent of each COMMUNITY GROUP's permission to use the space.
10. PHOTOGRAPHS: CMA reserves the right to refuse permission to use its logo in any photographs at the event. Unless agreed upon prior to the event, photographs of anyone other than guests of COMMUNITY GROUP are prohibited for privacy reasons.
11. SIGNAGE: No banners or other signage may be affixed to the walls at CMA by any means except as explicitly agreed as follows: _____
_____. It is recommended that necessary signage be placed on easels or other frames that do not attach to walls.
12. EXHIBITS AND ART WORK: CMA reserves the right to take reasonable precautions to protect its exhibits, wall space and property and to hold COMMUNITY GROUP responsible for any and all damage to such exhibits, wall space and property caused by COMMUNITY GROUP's usage of the space.
13. WALK THROUGH: COMMUNITY GROUP and CMA may engage in a walk through up to one week prior to the event to clarify risk issues and work together to insure against property damage.
14. AS IS: COMMUNITY GROUP agrees to take the space as is and acknowledges by signing this agreement that COMMUNITY GROUP, its agents and employees have had ample time to inspect and review the space.
15. HOLD HARMLESS: By signing this agreement and agreeing to hold the event at the space, COMMUNITY GROUP agrees to indemnify, shield from liability, and hold CMA harmless for any and all injuries, claims, suits or actions of any kind and at any time prior to after the event that may arise out of the COMMUNITY GROUP's use of the space by COMMUNITY GROUP, including any claims related

to liquor liability, claims of vendors and/or caterers, invasion of privacy, or conduct by third parties against those who attended the event.

16. RETURN OF SECURITY DEPOSIT: COMMUNITY GROUP acknowledges that the security deposit will be returned only after a full and complete walk through of the space by CMA. Unless agreed to otherwise, this may take place up to 24 hours after the event.
17. PHOTOGRAPHIC EVIDENCE: The parties may agree to take before and after photographs of the space to be used to clarify pre-existing conditions and to further document the state and conditions of the space before and after each rental.
18. ENTIRE AGREEMENT: This document as well as the floor plan, Certificate of Insurance, and CODE OF CONDUCT represent the entire agreement between the parties.

DATE: _____

Children's Museum of the Arts
By David A. Kaplan, Executive Director

USER by _____
Print Name & Title

ATTACHMENT B:
CODE OF CONDUCT

1. COMMUNITY GROUP acknowledges that:
 - i. CMA Staff will be present during the entire event and are in charge of maintaining order, safety and peaceful community relations during and after the event;
 - ii. Disrespectful conduct toward CMA Staff or the immediate community by COMMUNITY GROUP, volunteers, vendors, or guests will not be tolerated;
 - iii. CMA Staff may, in their sole discretion, advise the COMMUNITY GROUP regarding how many people may leave the party at a time;
 - iv. To insure quiet for our immediate neighbors, CMA Staff may recommend a staggered dismissal of twenty people at a time after the event.
2. COMMUNITY GROUP guests, vendors and volunteers may not congregate at any time in front of the CMA space or anywhere on Charlton Street between Hudson and Greenwich Streets. All smoking may take place around either corner. This provision will be strictly enforced.
3. Based on the particular circumstances surrounding the event, including day, time and anticipated number of guests, CMA may add to this Code of Conduct.
4. COMMUNITY GROUP ACKNOWLEDGES THAT CMA KNOWS ITS SITE AND THE SURROUNDING COMMUNITY INTIMATELY AND THE SECURITY DEPOSIT IN THE POSSESSION OF CMA IS SPECIFICALLY INTENDED TO MOTIVATE COMMUNITY GROUP TO COOPERATE WITH CMA STAFF PRIOR TO, DURING AND AFTER THE EVENT.

Community Group: _____

Signature

NAME AND TITLE

