

## Stanley Museum of Art Facility Use Policies & Guidelines

Thank you for considering the Stanley Museum of Art for your upcoming event! We are pleased to offer the use of our space for meetings, lectures, and other special events compatible with our mission and the mission of the University of Iowa.

### MUSEUM USE POLICIES

- Events and activities that may pose a risk to the integrity or the safety of the Stanley Museum of Art and its collection will not be permitted.
- The rental of event spaces does not include open access to the second-floor galleries outside of normal museum hours. SMA reserves the right to install, remove, or replace any artwork in public spaces without notice.
- The name of the University of Iowa or the Stanley Museum of Art may only be used to identify the venue, not to imply sponsorship of the event.
- Photography is allowed only in accordance with the museum's written policies.
- No food or beverage is permitted in the second-floor galleries, or beyond the event space.

### FACILITY REGULATIONS

- All event-related equipment must be placed to prioritize the safety of guests, staff, and the collection.
- SMA reserves the right to determine the maximum number of guests.
- Client will be responsible for the conduct of all persons using the museum premises. SMA reserves the right to remove any person or persons from the premises.
- Smoking, vaping, and other forms of tobacco use are not permitted inside or outside the museum building, or on the UI campus.
- Firearms, knives, and other weapons are not permitted.
- A representative of the SMA staff will be onsite for the duration of a scheduled event. Arrangements for additional security guards, custodial service, and event staff are determined for each event and charged to the Client.

### GALLERY ACCESS

Due to the location of the museum's event spaces on the first and third floors, the second-floor galleries will generally not be available during events scheduled outside of normal museum hours. It is important to note that the rental of event spaces does not guarantee open access to the galleries. Please inquire about adding gallery access to your event for an additional fee.

SMA reserves the right to install, remove, or replace any artwork in public spaces without notice.

### DECORATIONS, FLORAL, ENTERTAINMENT

- All decorations and/or furniture are to be approved in advance of event by SMA staff.
- Any equipment with steel legs/feet must have protective felt, neoprene or rubber pads on the feet, and dance floors must have a protective carpet placed between venue flooring and dance floor equipment.
- Additional floor protection may be requested for setup and teardown of certain equipment.

- Props and signage must be freestanding and be placed to prioritize the safety of the artwork, with nothing affixed to the walls, ceilings, or floors.
- All desired floral arrangements must be sourced from a professional florist. Flower petals may be thrown outdoors only and be completely removed during cleanup of the event.
- Logistics for musicians or other entertainment will require prior approval of designated museum staff.
- Prohibited items include but are not limited to: Candles or other open-flame, confetti, glitter, thrown rice or birdseed, helium balloons, smoke, bubble, and fog machines, untreated live plant material.

## **CATERING & ALCOHOL**

[University Catering](#) is the preferred caterer for events at the Stanley Museum of Art. Outside caterers require advance approval from SMA, and all menus must be reviewed within 14 days of the event. Any desired food and beverage arrangements are the responsibility of the client and must be coordinated directly through the caterer.

Food and beverage are only permitted within the event space and are strictly prohibited from the second-floor galleries.

Per the UI liquor license, only University Catering may serve alcohol on campus. For catered events, all arrangements for alcoholic beverages must be made through the University Catering office. Use of alcoholic beverages is subject to the UI regulations. Client hereby agrees to indemnify and hold the SMA harmless from all liability as a result thereof, including the negligence of Client and/or Client's guests. The SMA reserves the right to cut off any guest. The bar may shut down at the discretion of the SMA for any safety and/or legal reasons. Absolutely no outside alcohol is permitted.

## **SETUP & TEARDOWN**

Arrival and departure times as stated in the final Facility Use Agreement are fixed and not subject to negotiations on the day of the event. Client is responsible for all setup, teardown, and general cleanup needed to return the space to its original condition. Exact timing is subject to the schedule of the museum and nature of event.

Arrival/setup/teardown plans should be confirmed with the museum no less than 14 days prior to the event. All rental equipment must be removed immediately following your event.

## **INSURANCE**

Client shall provide Commercial General Liability insurance with a minimum of \$1,000,000 per occurrence naming the State of Iowa; Board of Regents, State of Iowa; and University of Iowa as additional insured. A Certificate of Insurance shall be provided as evidence of compliance with this requirement no less than 60 days before the Event. This coverage can typically be added to your existing homeowner or business policy at little to no additional cost or purchased separately.

## **PAYMENT, CANCELLATION, FEES**

The Client assumes responsibility for payment of the applicable fees and charges associated with use of the facility. Payment in full is required within 14 days of the event. Additional charges will be billed in a final invoice if necessary.

A deposit in the amount of 50% of the total event fee is required at the time of booking. (Not required for UI affiliated events.)

Cancellation of a scheduled event will result in the forfeit of a partial or full amount of the provided deposit. A sixty (60) calendar day cancellation notice will return an 80% refund to the Client, with all advance payments becoming non-refundable within fifty-nine (59) calendar days of the event. The Client will be responsible for any expenses incurred by SMA prior to cancellation.

The facility use fee is based on each space's unique minimum time requirement. This fee includes use of the indicated space, onsite AV equipment, restroom access, and select pieces of museum furniture when available. Additional services may be required for the safety and success of the event, including but not limited to equipment, custodial, security,

supervisory staff. Events running longer than the minimum time requirement will be charged an additional hourly fee. A customized estimate will be calculated at the time of booking. Additional fees may also be assessed for items including but not limited to damages, excessive cleaning, and extra guests.

### **BOOKING PROCESS**

Consideration of requests is based upon their relationship to the museum's mission, their timing in relation to other museum-sponsored programming, and their compatibility with the safety and security of the museum and collection. Approval of a similar past event does not mean a new event can be accommodated.

The lobby and both terraces are only offered for rental when the museum is closed to the public. It is recommended that requests for these spaces be submitted at least six months in advance. The Seminar Room is available during normal business hours only.

Please allow staff one week to review event requests. Once an event is approved, you will be contacted by SMA staff with an expense estimate, requested deposit amount, and instructions on next steps.

SAMPLE

**STANLEY MUSEUM OF ART**  
**SPECIAL EVENT FACILITY USE AGREEMENT**

This Facility Use Agreement (hereinafter referred to as the Agreement) is made between the University of Iowa, 105 Jessup Hall, Iowa City, Iowa 52242 (hereinafter referred to as UNIVERSITY) and \_\_\_\_\_ (hereinafter referred to as USER).

In consideration of the mutual promises and conditions contained in this Agreement, and for good and valuable consideration, UNIVERSITY and USER agree as follows:

1. The UNIVERSITY agrees to allow access to \_\_\_\_\_ to USER on \_\_\_\_\_, 2022 from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM for the purpose of \_\_\_\_\_ (hereinafter referred to as the EVENT).
2. **DEPOSIT & CANCELLATION:** A deposit in the amount of 50% of the total EVENT fee is required at the time of booking. The deposit will be included as part of the facility rental fee.

Cancellation of a scheduled event will result in the forfeit of a partial or full amount of the provided deposit. A sixty (60) calendar day cancellation notice will return an 80% refund to the Client, with all advance payments becoming non-refundable within fifty-nine (59) calendar days of the EVENT. The USER will be responsible for any expenses incurred by the UNIVERSITY prior to cancellation.

3. **PAYMENT & FEES:** USER assumes responsibility for payment of the applicable fees and charges associated with use of the facility. Payment in full is required within 14 days of the EVENT. Additional charges including but not limited to damages, excessive cleaning, late end time, and extra guests will be billed in a final invoice if necessary.

USER shall remit the balance due fourteen (14) days prior the date of the EVENT. Any and all payments shall be remitted to:

**STANLEY MUSEUM OF ART**  
**160 WEST BURLINGTON ST.**  
**IOWA CITY, IA 52242**

4. **SETUP & TEARDOWN:** Under no circumstances will outside users be given keys or allowed time in the EVENT space without authorized staff present.

USER is responsible for all setup, teardown, and general cleanup needed to return the space to its original condition. Exact timing is subject to the schedule of the UNIVERSITY and nature of event.

UNIVERSITY is not responsible for any lost, stolen or damaged items and will not be responsible for any items left after the EVENT

All rental equipment must be removed immediately following EVENT.

5. **SECURITY:** The USER agrees to pay security fees as invoiced by UNIVERSITY.
6. **PARKING:** The UNIVERSITY is not providing parking for this EVENT.
7. **EVENT PERMITS:** USER shall obtain all necessary city, county and/or state permits.
8. **MUSEUM POLICIES:** The USER agrees to adhere to Stanley Museum of Art Policies and Facility Use Policies & Guidelines while using the space.
  - a. UNIVERSITY reserves the right, within its sole discretion, to not approve use of the SMA for any EVENT which could put the integrity and safety of the SMA and/or Works of Art at risk.
  - b. UNIVERSITY reserves the right of prior approval of all printed materials pertaining to the EVENT.
  - c. UNIVERSITY reserves the right to determine the maximum number of guests.
  - d. USER will be responsible for the conduct of all persons using the museum premises. UNIVERSITY reserves the right to remove any person or persons from the premises.
9. **DECORATIONS & ENTERTAINMENT:** USER agrees to obtain the prior written approval of the UNIVERSITY for any decorations, musicians, or other entertainment for the EVENT.
10. **CATERING:** No food or drink is allowed in the second-floor galleries, or beyond the event space. [University Catering](#) is the preferred caterer for events at the Stanley Museum of Art (SMA). The USER agrees that any catering plans for the EVENT shall be approved in advance by SMA staff.
11. **SOLICITATION:** No selling of food or other goods or merchandise of any type on UNIVERSITY property by any group will be allowed.
12. **COMPLIANCE WITH LAW AND UNIVERSITY POLICIES:** USER shall comply with, and shall require its employees, agents, subcontractors and guests to comply with all applicable laws, regulations, ordinances and UNIVERSITY policies. UNIVERSITY policies are set forth at [www.opsmanual.uiowa.edu](http://www.opsmanual.uiowa.edu). UNIVERSITY policies prohibit or impose restrictions on the following on UNIVERSITY property: (a) smoking; (b) alcohol; (c) controlled substances; (d) weapons; (e) fireworks and highly flammable materials; (f) gambling; (g) animals; and (h) motor vehicles on UNIVERSITY sidewalks and outdoor green space areas.
13. **INSURANCE:**
  - a. **LIABILITY INSURANCE:** USER shall obtain and maintain commercial general liability insurance for bodily injury and property damage of not less than **One Million and 00/100 dollars (\$1,000,000.00)** per occurrence.
  - b. The Commercial General Liability and Commercial Automobile Liability policies required herein shall be endorsed to include the State of Iowa; University of Iowa; Board of Regents, State of Iowa, their agents, officials, and employees as additional insured.
  - c. USER agrees to waive any right of subrogation against the UNIVERSITY, State of Iowa, and Board of Regents, State of Iowa for any claim paid by USER's liability insurance required herein.

14. USER agrees not to make, or permit to be made, any alterations, additions or improvements to the area without first obtaining prior written consent of the UNIVERSITY. USER shall indemnify and hold harmless the UNIVERSITY, State of Iowa, and Board of Regents, State of Iowa from any and all liability and claims for damages of every kind and nature on account of or arising out of such alterations, additions or improvements.
15. USER has examined, or waives any right thereto, the premises prior to the execution of the Agreement, knows the condition thereof, and acknowledges that no representation or warranty as to the condition or repair of the premises has been made by the UNIVERSITY. At the expiration of the usage, USER agrees to be responsible for any repairs or replacements required for the facility which were caused by its usage, less normal wear and tear.
16. UNIVERSITY reserves the right to inspect the EVENT space, access the EVENT space to perform maintenance, enforce applicable laws, regulations, and policies and remove any person who is disruptive to UNIVERSITY's operations or where UNIVERSITY reasonably believes such person is acting in an unsafe manner or may cause or has caused harm to people, the EVENT space, or other property.
17. USER agrees to accept full responsibility for any and all claims on account of damage to or loss of property or on account of personal injury or death, caused by the acts or omissions of USER or USER's members, officials, employees, agents, representatives, guests or invitees, arising out of the use of the premises pursuant to this Agreement. USER further agrees to indemnify and hold harmless the UNIVERSITY, the State of Iowa and the Board of Regents, State of Iowa against any and all such claims.
18. UNIVERSITY shall not be liable for personal injury or for any damage to property of USER, or USER's members, officials, employees, agents, representatives, guests or invitees, from whatever source, unless such loss or damage is the direct result of the negligent acts or omissions of UNIVERSITY to the extent permitted by Chapter 669 Iowa Code.
19. UNIVERSITY shall not be liable to the USER for any failure to perform any of the terms or conditions of this agreement which are attributable to war, an act of God, a strike, a lockout, or any other reasonably unforeseeable cause beyond the control of the parties hereto.
20. The parties shall not use the name or trademarks of the other party or the name of the other party's employees in publicity or advertising without the prior written consent of the other party. USER may use UNIVERSITY's name when providing the location of USER's EVENT. Unless express written permission has been granted, USER shall not represent or imply that it is affiliated with UNIVERSITY or that USER's EVENT is endorsed or approved by UNIVERSITY.
21. This agreement constitutes the entire understanding between the parties and may be amended by written agreement of the Parties.

- 22. The agreement shall be construed according to the laws of the State of Iowa which shall also be the forum for any disputes arising hereunder.
- 23. Neither this agreement nor any of the duties, obligations, or rights hereunder may be assigned by either Party hereto without the express written consent of the other.

**USER CONTACTS**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell/Alternate Phone: \_\_\_\_\_

**ACKNOWLEDGEMENT**

After carefully reading through the conditions of your facility rental, please sign below and return with deposit to fully reserve your desired date.

UNIVERSITY	USER
By: _____ Business Manager	By: _____ Title:
Date: _____	Date: _____
By: _____ Stanley Museum of Art	
Date: _____	