

**Rental Agreement, Contract, and Policies**  
*Approved by the VFAM Foundation Board 2024*

**Conditions for Use and Rental**

Please read the conditions below in their entirety. Failure to follow these conditions may result in withholding a portion or all of your deposit, or denial of usage.

1. The Museum has a very delicate humidity and temperature-controlled environment. NO SMOKING OR CANDLES ALLOWED.
2. Food and drink are occasionally allowed in the galleries. Prior arrangements must be made.
3. Rent for the building must be paid at the time of booking. Make check payable to *Vernon Filley Art Museum Foundation*. There will be a \$35 fee on all returned checks.
4. A damage deposit will be required if alcohol is served or if a large group is expected to attend. The deposit must be paid at the time the rental is paid.
  - a. The deposit will be returned to renter after the building has been inspected by VFAM staff.
  - b. If the event is planned for 150+ attendees and alcohol is served, proof of event insurance will be required.
5. The renter is required to list the individual who will serve alcohol if it is being served at the event. The museum can recommend a list of certified bartenders who can ensure group safety and mitigate liability. Renter assumes responsibility and must ensure patrons are not overserved.
6. There will be no alcohol consumption by persons under age 21. All alcohol must be kept within the building or courtyard and shall not be taken off the premises. Adhering to all Kansas laws and regulations regarding the possession or consumption of alcohol, wine, and beer are the responsibility of the rental party.
7. Filley Museum Staff may not serve food or alcohol at the event.
8. Following receipt of a signed Contract, rental payment, additional deposits (if any) the Filley staff or associate who will be present during your event will make contact to coordinate.
9. Two Filley Staff and/or Board members must be present for the entirety of the event, along with a Renter representative who is also present throughout the rental period.
10. The museum phone line will be reserved for museum business. Renters and their guests should use personal cell phones during the event as needed.
11. It is the Renter's responsibility to request and coordinate tables, linens, and room set up.
12. Bring your own serving utensils, platters, containers for leftovers. The Museum cannot store leftovers and a dishwasher and large dish sink are not available.
13. No equipment, artwork, merchandise, or furniture may be moved or removed from any wall, fixture or the building.
14. Do not sit or stand on the tables.

15. Loud music is not allowed. Background music is permitted.
16. It is the responsibility of the Renter to assure that all servers, caterers and musicians are aware of and comply with these usage conditions.
17. Decorations are not permitted on the museum walls. Other decorations must not cause damage or risk to the museum or its contents.
18. Do not use any event signs or stakes on the museum premises without prior approval of the museum director.
19. If your group would like the opportunity to shop in the Filley Gift Shoppe, museum Staff can accommodate and arrange for the shop to be open.
20. Heavy items must be placed on carpet (provided by the VFAM) or must be elevated on other stands provided by the entertainment company.
21. All scheduling will be done through Brittany Novotny, VFAM Director, no more than 12 months in advance. Dates and approval are subject to Museum exhibitions and special events.
22. Museum staff and board members can use the museum free of charge for events related to museum business and operations.
23. Absolutely no substances (i.e., dance wax, sawdust) may be used on the floor.
24. Renter is responsible for all damages to building, contents, and outside areas during the rental and will be required to pay for labor and costs necessary to replace damaged property over what is covered by your deposit and event insurance, if required. Damage assessments included in the rental agreement do not limit what may be recovered based on actual damages. Marking or defacing the facility will be prosecuted.
25. There is a storage closet behind the main office at the North end of the hallway. It contains a mop, extra toilet paper, paper towels and trash bags. (See the staff member on duty)
26. All exterior doors must be kept closed during the event; do not prop them open.
27. The Renter is responsible that their contract is signed, returned, and followed.
28. Closing time for all events held in the building is 12:00 p.m., midnight.
29. The Vernon Filley Art Museum reserves the right to rescind contract approval at any time. Falsification or misrepresentation will result in immediate contract termination. The VFAM Board reserves the right to deny rental of the facility for any reason, including staff availability or subject matter concerns. Events that pose risk to the art collection or building will be denied.
  - a. All promotional materials/invitations must include the following statement:  
*Use of the Vernon Filley Art Museum does not indicate endorsement or support by the Museum or Board of activities conducted through facility rental.*
30. Renter is responsible for set up/cleanup and return of the building to the condition as before the event or an additional cleaning charge will be assessed.
31. Failure to follow these conditions or other misuse of the building, contents or grounds will result in withholding a portion or all of the deposit, collection of further damages, and/or loss of future rental opportunities.

This is an application to rent the Vernon Filley Art Museum (VFAM) event spaces. VFAM Staff will

review the application and make a determination as to availability and approval. If necessary, Staff will defer to the Foundation Board of Directors.

### **Cancellation Policy**

1. Refund of the rental will be made in the event of cancellation due to weather.
2. Rental payments are non-refundable less than one month before the event.
3. Deposits are refundable if another group takes the place of your cancelled booking.

### **Release of Liability**

The undersigned Renter does hereby agree to assume full responsibility during the time the Vernon Filley Art Museum event spaces are rented and further agrees to hold the Vernon Filley Art Museum Foundation harmless from any type of liability, including personal injury or property damage of any kind, caused during the lease period.

Renter further agrees to pay for repairs and/or replacement of any property/goods damaged during the use of VFAM building and grounds.

Renter is also aware of the rental terms contained herein and agrees to abide to the Vernon Filley Art Museum Conditions for Use and Rental.

### **After Completing and Initialing all Pages, Return Entire Rental Document to:**

Brittany Novotny

#### **Vernon Filley Art Museum Foundation**

421 S Jackson St, PO Box 443 Pratt, KS 67124

620-933-ARTS (2787); [info@vernonfilleyartmuseum.org](mailto:info@vernonfilleyartmuseum.org)

[www.vernonfilleyartmuseum.org](http://www.vernonfilleyartmuseum.org)

### **Building Event & Rental Fees**

#### **Usage Information for Museum Event Spaces**

- Maximum Occupancy: 200 people
- 60 chairs, use of wet bar, mini-fridge, microwave, and background music system are included with rental. Food, drink, catering or other supplies must be provided by Renter.
- In determining the length of the rental time, allow for basic setup and cleanup. If the event lasts longer than the contracted time, additional charges will be assessed following the event.
- Viewing of the current art exhibit is included in the rental.
- All fees except Additional Cleaning Fees are due upon booking.

**Hourly Rates:**

\$250 (per 2 hour minimum) + \$100 for each additional hour

(Rates include use of all spaces below)

- Main lobby area (900 sq. ft.)
- North Gallery (750 sq. ft.)
- South Gallery (750 sq. ft.)
- Enclosed outdoor Courtyard (approx. 1400 sq. ft.)
- Gift Shop

**Daily Rates (Includes all spaces)**

\$600 per day/per event (6+ hours considered a full day)

**Optional Items:**

# of tablecloths (only black available) \_\_\_\_\_ x \$3.00

# of 5' round tables (seats 7-8) \_\_\_\_\_ x \$8.00

# of 3' round tables (2 available) \_\_\_\_\_ x \$5.00

# of 8' rectangle tables (4 available) (seats 8-10) \_\_\_\_\_ x \$6.00

# of 6' rectangles (1 available) \_\_\_\_\_ x \$5.00

# of 2' tall standing cocktail tables (3 available) \_\_\_\_\_ x \$4.00

**Additional Cleaning Fee \$60.00**

(Fee billed after the event if required following post-event inspection)

**Damage Deposit \$500**

(Required if alcohol is served, returned after post-event staff inspection)

**Discounts**

Business Members receive a 10% discount on total rental fee

Legacy Arts Society members receive one complimentary rental per year

EVENT STAFF INFORMATION - (To be completed internally after form is submitted)

**TOTAL \$** \_\_\_\_\_

Paid at time of booking

**RECEIPT & APPROVAL**

**To be completed by Filley Staff**

Base Rental Fee \$ \_\_\_\_\_  
Optional Items \$ \_\_\_\_\_  
Damage Deposit \$ \_\_\_\_\_  
If Applicable  
Total Amount Paid \$ \_\_\_\_\_

Proof of Insurance \_\_\_\_\_

Event Approval: YES NO  
Circle One

Signature of Filley Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

This page may be completed and signed by VFAM Staff after the request is submitted and upon receipt of all fees and assurances.

(Two staff or board members must be present throughout the entirety of the event)

Staff/Board Member name (please print) \_\_\_\_\_

phone: \_\_\_\_\_ email: \_\_\_\_\_

Signature \_\_\_\_\_

Staff/Board Member name (please print) \_\_\_\_\_

phone: \_\_\_\_\_ email: \_\_\_\_\_

Signature \_\_\_\_\_