SITE RENTAL AGREEMENT

CONTRACT

This document is not binding until signed by the Museum and the Lessee.
The American Civil War Museum (the "Museum" or "Lessor") offers this Site Rental Agreement and Terms & Conditions (the "Agreement") to you ("You" or "Lessee") as follows. Please complete, sign and return the Agreement to the Museum, Attn. Alison Campbell; 490 Tredegar St; Richmond VA 23219; 804-649-1861 x148; acampbell@acwm.org.

1. Fees and Deposits: A $750 non-refundable deposit, Site Rental Agreement and Terms and Conditions agreement, signed by both parties is required to confirm the reservation. The balance is due fourteen (14) days before the event. If your event is cancelled, you must notify the Museum as soon as possible.

2. Exhibit Gallery and Store: The American Civil War Museum exhibit gallery and store can be opened during the event for our customary group rate of $9.00 per person. This service is subject to availability and you must let the Museum know at least four (4) weeks ahead of the event if you would like the Exhibit Gallery and Store to remain open for your event.

3. Set Up: Student and youth groups regularly use the property and may have a tour booked up until just before your event. We want to ensure that their Museum experience is fun and that they have full access to the grounds. If set-up is planned during daytime hours, you must receive approval from the museum in advance.

4. Tenting: A tent may be available for your use, depending on the season. Please contact the Museum to inquire about tent availability. Lessee agrees to assume the risks of and will not hold the Museum responsible for property damage and personal injuries caused by or arising out of use of the tent and its related equipment. The tent may not be used: (a) for illegal purposes or be used in an illegal manner; (b) when equipment is in bad repair or is unsafe; or (c) for improper, unintended or misuse. Cooking is not allowed under or within a reasonable distance of the tent. Lessee agrees to discontinue use of the tent if the tent or related equipment becomes unsafe or in disrepair prior to or during Lessee’s use of the tent. Lessee agrees to pay for any damage to or loss of the tent and its related equipment caused by Lessee and any of its vendors or guests, except for ordinary wear and tear. Lessee agrees to reimburse the Museum for any reasonable cleaning or damage fees assessed to the Museum for Lessee’s use of the tent before, during or after the event. Lessee agrees to indemnify the Museum and its employees against any claims for personal injuries, death or property damage from the event, except to the extent that such claims arise from gross negligence or willful misconduct of the Museum or its employees.

5. Attendance: If your event is open to the public, you must sell tickets in advance. Your signed agreement should include the anticipated number of guests. If you are accessing the Museum gallery at $9 per person, a firm headcount must be provided and paid for in advance; ticket sales at the door are not allowed. If your anticipated attendance is more than 500, you must provide one additional portable toilet for every 75 guests. You are responsible for securing additional portable toilets if required.

6. Catering: The Museum’s approved caterers can provide a wide variety of delicious food and refreshments for your event. Select Food Trucks are also welcome pending approval of museum staff prior to event.

<table>
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<tr>
<th>Approved Caterer List</th>
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<tr>
<td>A Sharper Palette Catering (804) 553-0495</td>
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<tr>
<td>Mosaic Catering + Events (804) 288-7482</td>
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<tr>
<td>Goodrich Gourmet (804) 750-1400</td>
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7. **Food and Alcoholic Beverages**: Alcoholic beverage service must be in accordance with Virginia A.B.C. laws and regulations. You are responsible for assuring the legal drinking age of your employees and guests (checking IDs and providing bracelets is an acceptable method). All food and beverages are prohibited in the exhibit galleries. Lessee agrees that there will be no other vendors on site other than those sponsored by the Lessee and for whom the Lessee is liable.

8. **Staffing**: The function of Museum staff is to provide security for Museum property, collections, and facilities. They are not retained to serve food, provide childcare, provide set-up or clean-up, monitor parking, run errands, or any other event planning responsibilities.

9. **Event Coordinator**: The Museum requires that a designated event coordinator be present during the entire event and clean-up. The Museum is not responsible for loss or damage to items belonging to your organization or contract vendors before, during or after the event.

10. **Security**: The Museum requires a minimum of one (1) off-duty Richmond City Police Department Officers to monitor parking and area security at your event. The Museum does not supply security officers for events. The Museum is not liable for any loss, theft, or vandalism that occurs during your rental of the facility. Officers shall be secured for a set fee through the Richmond Police Department. Please contact Michael Pullen at 804-347-6447 (cell) or email mpullen@acwm.org and indicate whom the officers should contact for instructions and remittance. Officers must report one hour in advance of the start time of the event and must be present during the entire event. You also must retain one officer until the event has concluded and the site has been secured.

11. **Event Insurance**: Lessee must provide the Museum with a certificate of liability insurance in the amount of $1 million dollars indemnifying New Market Corporation, the American Civil War Museum, and the United States of America, National Park Service as additional insured. The certificate must be provided to the Museum one (1) week prior to the event.

12. **Decorations/Banners/Balloons**: The Museum provides no decorator services (table skirts, backdrops, etc.). All arrangements must be approved by the Museum.

13. **Overtime Policy**: An hourly charge of $300 will be added to the final bill for every hour or portion thereof after the contracted end time of the event. Late-night events must conclude by 11 p.m. One hour will be allowed for clean up and move-out immediately following the close of the event.

14. **Parking**: Gates to the parking lot will be open during event hours but will not be attended by the Museum. All vehicles must be parked in the Museum parking lot. Vehicles (including delivery vehicles) must not be driven onto the bluestone courtyard or over the tunnel in the upper lot.

15. **Clean-up**: Lessee is responsible for general trash removal at the end of the event. In the case of excessive trash, a fee equal to the amount of the clean-up, repair, or replacement or $1,000, whichever is greater, will be added to the final invoice. No items may be stored overnight. All leftover decorations and other items will be regarded as trash. Food and drink trash must be collected and removed by the caterer immediately at the close of the event.

16. **Other Prohibited Decorations and Activities**:
   - No cooking or cooking stations are allowed in the buildings.
• Birdseed, bubbles, rice and confetti are not permitted for bridal departures or other decoration. Acceptable alternatives include rose petals and rosemary.
• Smoking is not permitted in any building. Ashtrays may be provided in outdoor rental spaces through prior arrangement with event staff.
• Animals are permitted on the Museum grounds with prior approval, unless such animals are disability assistance service animals, for which no approval is necessary.
• Plants are not permitted inside Museum buildings.
• Possession or use of any illegal substances or materials are strictly prohibited. The Museum reserves the right to contact the proper legal authorities if any guests are found possessing or participating in such activity.

17. **Music/Entertainment**: The Museum will not provide equipment or any set-up of equipment for music or DJs. The Museum reserves the right to prohibit any equipment that is deemed inappropriate. During normal Museum hours, it is your responsibility to maintain a noise level respectful of Museum visitors.

18. **Delivery**: The Museum will not accept any freight or other delivered items on behalf of the Lessee. Items may not be delivered prior to the contracted event date.

19. **Equipment/Supplies**: Audio-visual equipment, tables, seating, tents and other equipment must be handled by the Lessee or Lessee’s vendor. For food service table and chairs, bars, etc., contact the Museum’s preferred vendors. No client, guest, or vendor may move equipment, exhibits, cases, or other property belonging to the Museum. The Lessee and vendor must provide their own dollies, carts, etc., for loading and unloading.

20. **Messages**: The Museum is not responsible for taking messages for event attendees. A telephone number for your organization should be included on all of your event promotions.

21. **Invitations**: Invitations for non-Museum sponsored events may not use the name of the Museum except as the designated location of the event. You may not use the name or likeness of the Museum to promote any event.

22. **Advertising Your Event**: All written and verbal advertising of your event at the Tredegar site should be referred to as “The American Civil War Museum at Historic Tredegar,” 500 Tredegar Street. A contact name and telephone number for your organization must also be included in all advertising.

23. **Media**: All event-related media promotions must be approved by the Museum. Use of the Museum’s name to promote, advertise, or sell tickets to an event (other than as the location of the event) is prohibited unless the event is expressly hosted or sponsored by the Museum. The Museum must review all promotional copy before its release. On-site media coverage of an event must be approved by the Museum in advance.

24. **Photography and Videotaping**: Objects on exhibit may not be photographed or filmed without permission of the Museum and the owner. To request permission, call the Curator at (804) 780-1865 x115, Monday-Friday, 9:00 a.m. to 4:00 p.m.

25. **Handicap Access**: The Museum is in compliance with provisions of the Americans with Disabilities Act (“ADA”). Ramp structures are provided for the courtyard, parking lot, and buildings. In the event the Lessee creates additional needs to serve the handicapped, it is the Lessee’s responsibility to investigate and provide all items necessary to comply with applicable ADA provisions.

26. **Children**: Children must remain under the direct supervision of an adult at all times.
27. **Indemnification**: Lessee agrees to indemnify the Museum and its employees against any claims for personal injuries, death or property damage from the event, except to the extent that such claims arise from gross negligence or willful misconduct of the Museum or its employees.

28. **Release from Responsibility**: The Museum is not responsible for loss or damage to items belonging to your organization or contract vendors before, during or after the event.

29. **Neighboring Events**: The Museum is located in downtown Richmond on the north bank of the James River, amidst a growing and thriving part of the City. Events are routinely held on Brown’s Island, the Virginia War Memorial, and other areas immediately adjacent to the Museum. It is not the Museum’s responsibility to notify you of these events, nor will it be held accountable for any impact these neighboring events may have on your event.

30. **Event Cancellation**: The Museum reserves the right to cancel your event at our discretion due to unsafe or hazardous conditions. Should this occur, the museum will work with you to reschedule your event at a mutually beneficial time. No refunds will be given.

31. **Terms and Conditions**: No terms, representations, or warranties of any kind are made by the museum except as written in this agreement.