

# KNOXVILLE MUSEUM OF ART

## LETTER OF RENTAL AGREEMENT

**1050 World's Fair Park Dr., Knoxville, TN 37916, phone: 865-525-6101 fax: 865-546-3635**

The Knoxville Museum of Art hereby grants permission of the below named facilities on

for \_\_\_\_\_ from \_\_\_\_\_  
to be attended by an estimated \_\_\_\_\_ people.

<b>Name</b>	<b><u>The University of Tennessee</u></b>	<b>Phone</b>
		<b>Fax</b>
		<b>E-mail</b>

We reserve the following rooms and galleries:

- Entire Museum
- Great Hall
- Auditorium ( food not allowed)
- North and South Gardens
- Whittle Board Room

**The rental fee will be \_\_\_\_\_ per hour for a total of \_\_\_\_\_ .**

**Additional charges may apply for services not specified in this contract.**

KMA will open its doors 15 minutes prior to the scheduled event time, for your convenience. KMA requires that all functions serving alcohol must close their bars at least 30 minutes before the conclusion of the event. You also agree to abide by the MUSEUM RENTAL RULES AND REGULATIONS (which are attached as Exhibit A). Set up/deliveries can begin after 12 noon the day of the rental.

Absolutely **NO SMOKING or BURNING CANDLES** are allowed anywhere in the museum. Artwork will not be moved for decorating purposes. Nails in walls are prohibited. There is a 2 ft minimum set-up distance from artwork. Please do not obstruct the view of any art.

**Your event coordinator and the approved caterer must meet with the facility sales manager at least two weeks prior to the event to lay out your room arrangement and to provide for any special needs. Any rental fees due must be paid at this time. There is an additional charge to use a caterer not on our list.**

Persons responsible for rental and listed as the contact must stay on site until the rental is complete.

**Illegal Immigrants:** In compliance with the requirements of Tenn. Code Ann. § 12-4-124, KMA hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this contract

**Governing Law/Tennessee Claims Commission/Self-Insurance:** The internal laws of the State of Tennessee (without regard to its conflict of law principles) govern all matters arising under or relating to this contract. Any liability of The University of Tennessee to KMA and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this contract will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq. The University of Tennessee is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et. seq., which provides worker's compensation coverage and covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.

**Online Terms and Conditions:** KMA's Facility Rental terms and conditions located at <http://www.knoxart.org/info/rentals.html> ("Online Rental Terms") apply to this contract. In the event of a conflict between this contract and any terms and conditions located on [www.knoxart.org](http://www.knoxart.org), this contract shall prevail. Further, the following changes are made to the Online Rental Terms:

- a. The "Contract/Deposits" section is deleted in its entirety. The University of Tennessee will not be required to pay a deposit.
- b. The "Rental Rules and Regulations" section is modified as follows:

Rentals of KMA facilities are generally granted when the following guidelines are met:

- ~~• A non-refundable 25% deposit of the total rental facilities' fees must be paid at the time a specific event date is reserved. This deposit will apply toward the final bill.~~
- The Knoxville Museum of Art employs a list of pre-approved caterers that is made available to all prospective rental customers.
- All deliveries and set-up arrangements must be made through the dock area and scheduled with the security department (Travis Solomon: 865.524.5447).
- Alcohol in open containers may not be brought in or taken out of any of the museum's entrances or exits. However, during events, guests are allowed to consume prepared drinks in the North & South Gardens. At no time may drinks be carried in or allowed off the museum premises.
- There will not be any unapproved alcohol deliveries.
- A rental reservation will be considered confirmed when KMA has received a signed contract, ~~a copy of an insurance policy from the renter for public liability coverage and the 25% deposit within 14 days of initial contact. By renting space in the KMA facilities, the renter agrees to indemnify and release the museum from any and all claims that may arise during the time usage of their said event. This includes any liability coverage necessitated, created and/or occurring with the serving of any alcoholic beverages during the event.~~ Any liability of The University of Tennessee to KMA and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this contract will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.
- Selling of any type of merchandise by outside vendors is prohibited without specific written approval by the KMA business office.
- **SMOKING AND CANDLES ARE PROHIBITED** by anyone throughout the entire museum.
- To complete the rental arrangements a meeting must be held no less than two weeks (14 days), prior to scheduled event. This meeting should include the renter, caterer, florist, decorator, and KMA's Chief of Security in order to arrange final preparations and set-up coordination of facility, delivery times, entertainment arrival times, etc. ~~(The balance of the rental fee must be paid in full at this time.)~~

Note: Any request for date or time changes will be made two weeks before the event in writing and signed by all parties. After this date there will be no changes.

**University's Maximum Financial Obligation:** The maximum amount that The University of Tennessee will pay for goods and services under this Agreement is \$\_\_\_\_\_("Maximum Financial Obligation"). The University of Tennessee's Maximum Financial Obligation is not subject to increase for any reason, unless this contract is amended by a written amendment that is signed by authorized officials of both parties.

If the above correctly states your understanding of our agreement, please sign, date, and return one copy of this letter at your earliest convenience. Please keep a copy of this agreement for your records.

**Diane Hamilton**

Museum Staff

Date

I hereby agree to the conditions listed in this RENTAL POLICY contract of the Knoxville Museum of Art and to the description of my event in this agreement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Please refer to our website at [www.knoxart.org](http://www.knoxart.org) for additional information.

## **Exhibit A**

### **KNOXVILLE MUSEUM OF ART RENTAL RULES AND REGULATIONS**

- The KMA employs a list of pre-approved caterers that is made available to all prospective rental customers.
- All deliveries must be made through the dock area and scheduled with the security department. Set-up arrangements should be discussed with Travis Solomon: 865-525-6101, ext. 252 or 222).
- Alcohol in open containers may not be brought in or taken out of any of the museum's entrances or exits. However, during events, guests are allowed to consume prepared drinks in the North & South garden. At no time may drinks be carried in or allowed off the museum premises. There will not be any unapproved alcohol deliveries.
- Catering staff is prohibited from consuming alcoholic beverages on premises.
- Selling of any kind of merchandise by outside vendors is prohibited without specific written approval by the KMA business office.
- An individual with an ABC permit must serve all alcohol.
  
- **SMOKING AND CANDLES ARE PROHIBITED** by everyone throughout the entire museum.
- To complete the rental arrangements, a meeting must be held no less than two weeks (14 days) prior to the scheduled event. This meeting should include the renter, caterer, florist, decorator, and a member of KMA's security staff in order to arrange final preparations and set-up coordination of the facility, delivery times, entertainment arrival times, etc.

### **SECURITY RULES**

- Smoking is permitted in the garden areas only. Anyone smoking inside the facility will be asked to leave the building.
- Food and beverage is prohibited above the great hall and garden areas.
- Touching the works of art is prohibited.
- No leaning on the walls or standing inside the protective stanchions.
- Suitable attire, including proper footwear (as provided in state health department regulations) is required at all times, including private rental functions.
- All umbrellas, packages, backpacks and/or large articles are to be left at the information desk area.
- All children twelve (12) years old and under must be accompanied by an adult at all times.
- Due to copyright restrictions placed on the traveling exhibitions, taking photographs of any kind is prohibited.

The Knoxville Museum of Art security department and staff reserve the right to revoke admittance on KMA's premises for any misconduct or failure to observe established regulations. Conduct, which could cause injury to the guests or damage to museum property, will not be permitted.