

**EL PASO MUSEUM OF ART FACILITY RENTAL POLICY AND PROCEDURES**  
**Effective September 1, 2007**

**Eligible Organizations**

1. Individuals and entities ("Groups") using the El Paso Museum of Art facility ("Museum") must comply with all laws and City Policies and Procedures for such use. All events must be sedate, be compatible with the function and purpose of the museum, not include vigorous physical activities and movements of people or objects, and not include commercial events to include sales, trade shows and fundraising except for fundraising events related to the Museum mission of preservation, development and promotion of the arts into the local area, and except as permitted herein for certain Museum Foundation events benefiting the Museum.
2. All "Groups" shall pay the equipment and personnel fees attached hereto as Attachment "A" or as may be set forth in the City Council Budget Resolution, and the facility use fees set forth in the Budget Resolution, except as provided below:
  - A. Non-profit non-governmental entities currently receiving City funding by and through the MCAD which have additionally received funding during two of the three years preceeding the current year ("Museum Core Group") shall be permitted use of the Special Events Hall or any smaller area on one reduced fee event during each City fiscal year. Such event shall be related to the Museum mission of preservation, development, and promotion of the arts into the local area. The rental fee will not be charged for such event. However, the entity shall pay all other assessed fees.
  - B. The Museum Foundation may use designated portions of the Museum without paying rental fees, security fees, audio-visual equipment/operator fees, and Museum staff fees for events held for the sole purpose of supporting and promoting exhibits and special museum events, fundraising or presenting educational programs benefiting the El Paso Museum of Art. All such events shall be coordinated with the Museum Director and subject to availability of the Museum.
  - C. Non-profit entities that do not qualify under subsection 2.A or 2.B above will receive a 20% reduction in the rental fee.
  - D. Any City Department using the Museum for an event shall reimburse the Museum for the actual cost of the event but shall not be required to pay a rental fee.
3. City Manager or his/her designee shall develop procedures for the rental and use of the Museum of Art consistent with this policy, to include criteria for scheduling, procedures for submitting applications, guidelines for food and beverage service, use of Museum facilities and equipment, use of photography, and security.
4. The City Manager or his/her designee shall develop procedures and practices pertaining to the safety and security of the collections during such events and may restrict activities that could pose a danger to the safety and security of the collections or the facility. All "Groups" and participants must immediately comply with all instructions of the Museum staff regarding safety and security of the collections. Museum personnel and security are authorized to expel individuals who violate Museum policies, procedures and practices.
5. The City Manager shall require all "Groups" to obtain liability insurance, which may be satisfied by an election to be covered by liability insurance obtained by the City for events. Any "Groups" electing such coverage shall pay to the City the prorated share of the premium for such insurance as provided for in Attachment "B." Alcoholic beverages shall be permitted only as approved by the City Manager or his/her designee, provided that such "Groups" agree to indemnify the City and obtain liability insurance coverage.
6. The City Manager or his/her designee is authorized to make claims against and seek reimbursement from any "Groups" or other persons including spectators in the event of any damage to person or property, including, but not limited to, collections and temporary exhibits, resulting from the use of Museum property.

### **Criteria for Scheduling**

Consideration of each request is based upon the timing of the event in relation to the Museum's activities and other events, the ability of the Museum staff to accommodate the intended use, and the suitability of the event with regard to the safety and security of the facility and its contents. Rental requests are subject to the approval of the EPMA Rental Committee.

### **General Policies for Events**

Requests for the use of the Museum facility must be made to the Events Coordinator, at least **8 weeks in advance** of the proposed event. The earlier such a request is made, the more likely the event can be accommodated.

If the event is approved by the EPMA Rental Committee, the Museum will draw up a contract for Licensee signature and submit to the City Attorney's Office.

Licensee may not use the name of the El Paso Museum of Art in connection with the event except as the location, without the express written consent of the Museum. Advertising and publicity naming the El Paso Museum of Art as the location may not begin until the event is contracted through the Event Coordinator. Invitations and all published materials pertaining to all events must be approved by the Museum prior to printing.

### **Safety and Security**

The safety of visitors and collections will not be compromised for any event. At least one member of the Museum's security staff must be present for all events; additional security staff may be required at the sole discretion of the Museum (for an additional fee) in proportion to the spaces to be used and the number of participants expected. Licensee and participants must immediately comply with all instructions of the Museum staff regarding safety and security. Museum security is authorized to expel individuals who violate Museum policies.

Physical preparations for the event must be approved in advance. Museum fixtures or objects are not to be moved by anyone except Museum personnel. The Licensee may not install decorations except under the direct supervision of a member of the Museum staff. All decorations must be free standing; nothing may be affixed to the walls, fixtures, or Museum objects. All decorations should be flameproof.

### **Food and Beverage**

If food or beverages are to be served at an event, all arrangements must be approved by the Museum in advance. The Licensee is solely responsible for compliance with all Museum regulations regarding catering, food preparation, and beverage service. The Licensee is responsible for kitchen staffing, the clean up of all kitchen and dining equipment, and removal of all food, beverages, supplies and equipment not owned by the Museum at the end of event. The Licensee should consult with the Events Coordinator for assistance in these arrangements. **No food/beverages allowed in upstairs galleries.**

### **Regulations:**

- The use of any type of fire or flame is prohibited.
- Alcoholic beverages are permitted only with the approval of the City Manager and with indemnification coverage and liability insurance coverage.
- All other facilities not listed in the contract are excluded from use.
- Access to offices and equipment is not permitted.
- Equipment and supplies to be provided by the Licensee must be approved in advance by the Museum.
- All items, not belonging to the Museum, must be removed by the Licensee immediately after the event or as scheduled with the Events Coordinator.
- The Licensee will be financially responsible for any damage to Museum property.
- Smoking is not permitted in the Museum building.
- Photography is allowed only in the Contemporary II and in accordance with the Museum's written policies.

**Insurance**

Liability insurance (indemnification coverage) must be obtained in accordance with City Regulation. The Licensee **must** elect to be covered by liability insurance obtained by the City for events at the Museum by paying to the City the prorated share of the premium for such insurance. Such prorated premium shall be at the following rates: events with 1-150 attendees -- \$52.80 per day, events with 151-500 attendees -- \$88.00 per day, events with 501-1500 attendees -- \$173.80 per day and events with 1500-2000 attendees --\$198.00 per day. Coverage for an additional named insured, if requested, will require an additional fee of \$52.80 per named insured. Payment shall be made with, and in addition to, the contracted fee.

**Parking**

Parking for events at the Museum is available at the El Paso Convention Performing Arts Center, the Union Plaza Parking Garage and the Camino Real for a fee. The Museum has no control over the availability of parking spaces or enforcement of parking regulations.

**Accessibility**

All areas of the Museum building are accessible to persons with physical disabilities with entrance and exit through front door **only**. There is a drop-off island on Santa Fe Street in front of the Museum for those with physical disabilities.

**Additional Fees for Services or Use of Museum Equipment**

The Licensee must reimburse the Museum for the costs of supporting events and maintaining the facility and equipment. The Events Coordinator will provide information about the fees for various proposed activities. When an event is approved by the EPMA Rental Committee, the Museum will specify the estimated fees and the Licensee must agree to pay them.

**Museum Personnel**

Security Officer (each)	\$30 per hour
Audio-Visual Equipment/Operator	\$30 per hour
Event Staff (each)	\$30 per hour

(The minimum charge for security staffing is two hours for two people). The Licensee must arrange for all equipment and staffing not provided by the Museum.)

**Furniture/Equipment Rentals**

Chairs (black with chrome legs)	\$2 per chair
Easels	\$7 per easel
Tables (8', 6', 48" round, limited number)	\$10 per table
Café Tables (36"sq., black, 30 available)	\$10 per table
Seminar Tables (2'x6', 7 available)	\$12 per table
Podium/Sound System	\$50
Riser (4'x5'½ " x 1', 2 available)	\$25 per riser
Slide Projector	\$25
TV/VCR	\$25
Tent (20'x40')	\$300
Piano (Mason & Hamlyn Studio Grand)	\$300

**ADDITIONAL INFORMATION:**

- A 20% discount is given to Not-For-Profit [501(C)3] organizations.
- All arrangements for third party services (caterers, entertainers, florists, etc.) must be approved by the Museum.
- **No commercial sales, trade shows, political, or religious** programs or activities are permitted in the Museum's facilities (Weddings are allowed).
- **Dancing is only permitted in the Contemporary II.**

- **Fund-raising / ticketed programs or activities** are permitted in the Museum's facilities under certain circumstances. Please contact the Development Department at (915) 532-1707 x 66 for details.
- Invitations and all published materials pertaining to events must be approved by the Museum **prior** to printing to ensure that there shall be no sponsorship, affiliation or approval, expressed or implied, of Museum by the user.
- Security for events after Museum hours will be payable by the Licensee.

Questions regarding these policies should be directed to the Events Coordinator at 915-532-1707 extension 66.

## **RENTAL FEES**

1. **Rental fee shall be paid in full to the Museum (10) days prior to date of event or event will be cancelled.**
2. *Rental fee does not include additional fees for Museum personnel and/or furniture and equipment rentals.*
3. *Rental hours include setup and tear-down time.*
4. *Overtime charges will be applied to all events extended beyond the agreed rental hours on the contract.*
5. *Cancellations within 48 hours prior to the event will incur a 25% charge of total rental fee to the Licensee.*

### **ENTIRE MUSEUM (not including Rogers Lobby and Mezzanine):**

**Appropriate For:** Social and corporate events  
**Cost:** \$10,000  
**Other:** Includes access to the galleries

### **THE GATEWAY:**

**Size:** 5,300 sq. ft.  
**Accommodates:** Up to 500 people (standing-room only) or 300 people (seated capacity)  
**Appropriate For:** Receptions and buffet-style seated dinners  
**Cost:** \$1750 for up to 4 hours and \$3250 for up to 8 hours  
**Other:** Available only when Museum is closed to the public

### **EL PASO ENERGY AUDITORIUM:**

**Size:** 2,693 sq. ft. with an 18'X17' stage  
**Accommodates:** 218 people and 6 wheelchairs  
**Appropriate For:** Training, lectures, presentations, recitals, films, and readings  
**Cost:** \$1250 for up to 4 hours and \$1750 for up to 8 hours  
**Other:** No food or beverages allowed

### **LARRY FRANCIS BOARD ROOM:**

**Size:** 539 sq. ft.  
**Accommodates:** 20 people  
**Appropriate For:** Meetings  
**Cost:** \$500 for up to 4 hours and \$750 for up to 8 hours  
**Other:** Includes the use of the board room table and 20 executive-style chairs  
 No food or beverages allowed

### **EXECUTIVE DINING ROOM:**

**Accommodates:** 12 people  
**Appropriate For:** Luncheon meetings  
**Cost:** \$500 for up to 4 hours and \$750 for up to 8 hours  
**Other:** Includes the use of the dining room table and 12 chairs  
 An additional 14 chairs can be placed around the room for overflow

**GINGER FRANCIS SEMINAR ROOM:**

**Size:** 450 sq. ft.  
**Accommodates:** 30 people  
**Appropriate For:** Meetings and training (flexible use)  
**Cost:** \$500 for up to 4 hours and \$750 for up to 8 hours  
**Other:** Includes the use of seven (7) 2'X6' tables and 30 chairs  
No food or beverages allowed

**CONTEMPORARY II :**

**Cost:** \$1750 for up to 4hrs/\$3,250 up to 8hrs

**LIBRARY**

**Cost:** \$500 for up to 4 hours/\$750 up to 8 hrs

**CLASSROOMS (Each)**

**Cost:** \$500 for up to 4hours/\$750 up to 8 hrs

**OUTDOOR SEATING AREA**

**Cost:** \$1,750 for up to 4 hrs/\$3,250 up to 8hrs

**Wedding, Wedding Reception, Commitment Ceremony Fees:**

Wedding packages begin at \$5,000 for up to 4 hours which includes the following:

- Contemporary II space
- The Gateway space
- Access to the galleries (the Rogers Lobby and the Mezzanine are not included and are not available areas for public rentals, weddings, or programming).
- Insurance fee
- Microphone & podium
- 1 riser

**Staffing, tables, chairs, décor, additional space are extra as are the cost of food catering and beverages.**

**Dancing and photography are allowed only in the Contemporary II**

**Outside Caterer Fee:**

15% of outside caterer fees will be charged by, and paid to the El Paso Museum of Art

**Facility Décor Rental Fee (On Site Only):**

\$50 per hour for the use of Museum owned décor, special lighting, drapery, vases, etc. when available.

## GUIDELINES FOR CATERERS

### Outside Caterer Fee

**15% of outside caterer fees will be charged by, and paid to the El Paso Museum of Art.**

1. Food **staging area**:
  - For events in the Gateway: The Catering Kitchen
  - For events in the Contemporary II: The Catering Kitchen
  - **Area must be left clean of all trash and food.** A broom will be provided
  - All trash/food must be removed immediately following the event
2. Decorations:
  - Self-standing only. Balloons, candles, and open flames are prohibited. Nothing may be attached to walls, stair railings, etc. in the Gateway. Decorating is allowed within the Contemporary II within guidelines. Please ask the Event Coordinator for details.
3. You must bring:
  - Tables for your staging area and for setting up food and beverages.
  - 2 extra butler trays with "jack stands" to put at either side of the gallery entrance (No food or beverage is allowed in the galleries).
  - Trash bags and food storage containers for all trash and leftover food. You are responsible for all trash removal to parking area trash receptacle.
4. All deliveries of food, equipment, florals, etc. must be through the loading dock and security booth entrance. The front doors to the Museum are for public and guest traffic only.
5. **Your staff is responsible for the picking up and disposing of all glasses, plates, napkins left by guests.**
6. You may deliver your tables and equipment to the loading dock at anytime on event day. However, set-up time must be established with Museum Events Coordinator. The set-up and tear-down of tables and chairs is your responsibility, unless rented through the Museum. If you contract a rental company to deliver tables, chairs, etc., and the event ends too late for the contractor to pick up the rentals, pickup must occur the following day before noon.
7. Set-up and tear-down of furniture and equipment must be done in a quiet and orderly manner. **Furniture must not be dragged across floor.**
8. Removal of equipment and cleanup is the responsibility of your catering staff and must be completed one hour after event end time.
9. **It is your responsibility to make your staff and all subcontractors aware of these guidelines.**
10. You (and the Licensee) assume all responsibility for any physical damages due to your set-up or tear-down.

To remain on the list of preferred caterers whose services make them appropriate for catering events at the Museum, you must follow these guidelines. Failure to do so will result in a warning. Continued failure will result in your removal from the recommended list. Please sign and return this form to the Museum before the day of the event. Questions regarding these policies should be directed to the Events Coordinator at 915-532-1707 extension 66.

\_\_\_\_\_  
Printed Name of Caterer

\_\_\_\_\_  
Signature of Caterer

\_\_\_\_\_  
Date

## PHOTOGRAPHY POLICY

The Museum observes a “No Photography” policy for the galleries and exhibitions areas (Photography IS permitted in the Contemporary II only). The primary objective for this policy is to properly care for the Museum’s collections, to protect copyright interests, and to ensure visitor safety.

Photography is not allowed in the galleries in order to preserve the art from undue exposure to ultraviolet (UV) light. UV light emitted by flashbulbs has a cumulative effect, which will damage pigments in paintings, works on paper, and other media. Photography is restricted in the Museum to protect the copyrights of lenders and artists who may not wish their art to be photographed. It is the Museum’s public duty to respect this copyright protection. Visitor and object safety must also be taken into account. Often when pictures are taken the photographer may inadvertently bump, back into, blind, or trip other visitors or damage works of art.

Requests may be made in writing to the Registrar for photographs of specific objects in the Museum’s permanent collection. These requests will follow the procedure and fee schedule in place for rights and reproduction. Photography of the building exterior and the Arts Festival Plaza is allowed.

### SPECIAL SITUATIONS & PROCEDURES

The Museum does not allow photography in the galleries (Photography IS permitted in the Contemporary II only). However, special considerations are made for members of the press and/or formal requests made in writing by interested parties.

Procedure for handling photography requests:

1. Requests for photography in the galleries shall be made in writing to the Registrar’s office and include a description of the project, the type and amount of equipment to be used, and the intended use of the images. All requests for such permission will be reviewed by the Registrar, Curator, and Director.
2. If approved, applicants will be provided a Photography/Video permit form that must be signed and returned before any photography session. Except for approved publicity purposes all other approved photography sessions must be scheduled during non-public Museum hours.
3. No tripods or flash equipment may be used without special permission of the Registrar.
4. Photography must be limited to the permanent collection of the Museum. No photographs may be taken of material on loan to the Museum.
5. Applicants who have received permission to photograph in the galleries must be accompanied by a member of the Registration or Curatorial staff. The Registrar will notify the security booth before any scheduled session and transfer the appropriate information.
6. Applications for commercial reproduction and/or commercial broadcast will be reviewed on a case-by-case basis by the Registrar, Curator, and the Director. Appropriate fees may be charged.

**SPECIAL EVENTS USE AGREEMENT CONTRACT FORM  
(Example)**

**4<sup>th</sup> STATE OF TEXAS**

**SPECIAL EVENTS USE AGREEMENT**

**COUNTY OF EL PASO**

This Special Events Agreement (hereinafter "Agreement") is made and entered into on this 25th day of June, 2007, by and between the City of El Paso, a municipal corporation (hereinafter "CITY") and **Neighborhood Services Liaison for the City of El Paso**, (hereinafter "APPLICANT").

**WITNESSETH:**

**WHEREAS**, APPLICANT desires use a portion of the El Paso Museum of Art, located at One Arts Festival Plaza, El Paso, Texas (hereinafter "Museum") for **The Mayor's reception on July 9, 2007** (hereinafter "Event"), and thus, enters into this Agreement with the CITY;

**NOW, THEREFORE**, for and in consideration of the following mutual covenants of this Agreement, and other good and valuable consideration, the APPLICANT and CITY agree that the CITY hereby grants to APPLICANT a non-assignable right for APPLICANT to use a portion of the Museum. The use of the Museum by APPLICANT for said Event includes the **Gateway and Contemporary II areas located on the 1<sup>st</sup> floor of the Museum**, including the adjacent areas within the structure and access to the bathroom facilities.

**1. USE OF PROPERTY**

**(A) APPLICANT understands and agrees to keep the Museum in good repair and condition during the term of this Agreement. Further, APPLICANT understands and agrees to reimburse the CITY for the cost of any repair to the Museum occasioned by damage arising from the Event, as determined to be reasonably necessary in the judgment of the Director of the Museum.**

**(B) APPLICANT understands and warrants that it will not slide nor drag furniture, equipment or other materials connected with said Event across the floor of the Museum. Furniture, equipment or other materials with casters may be rolled across the floor with prior approval of the Director of the Museum or her designee. It is expressly understood and agreed that the cost of any damage to the Museum floor during the Event, including set-up or take-down, caused by sliding or dragging of furniture, equipment or other materials will be reimbursed by the APPLICANT to the CITY.**

**2. DURATION AND SCOPE**

**(A) The CITY agrees that APPLICANT may use the Museum from 4:00p.m. through 8:00p.m. for the specific purpose of the Event. APPLICANT agrees that the Museum will be vacated and that all equipment and other items connected with the Event shall be removed from the Museum no later than 9:00 p.m. on July 9, 2007. In the event that the APPLICANT fails to vacate the Museum and remove all equipment and other items connected with the Event as specified in this Agreement, the CITY may, at its option and within its sole discretion, either extend the time for removal or remove said materials and charge the cost thereof to the APPLICANT. The APPLICANT agrees to pay all reasonable cost(s) incident to such removal by the CITY.**

(B) APPLICANT agrees to conduct its Event on July 9, 2007 in accordance with the Agreement between APPLICANT and the CITY.

3. **CONSIDERATION.** As consideration for the use of the Museum for said Event, the APPLICANT shall pay the CITY the sum of NINE HUNDRED, FORTY SEVEN AND 00/00 DOLLARS(\$947.00) on or by JUNE 30, 2007 (representing 10 days prior to the event) to avoid cancellation of this Agreement.

4. **INDEMNIFICATION.** APPLICANT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE ACTS OR OMISSIONS OF THE APPLICANT, ITS INVITEES, AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, LICENSEES, REPRESENTATIVES OR ANY OTHER THIRD PARTY. APPLICANT FURTHER EXPRESSLY AGREES TO INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS ARISING, IN WHOLE OR IN PART, FROM THE ACTS OR OMISSIONS OF THE CITY, EVEN WHERE SUCH CLAIMS MAY INVOLVE NEGLIGENCE, GROSS NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS. APPLICANT EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO PROPERTY OR CLAIMS FOR PERSONAL INJURY OR DEATH ARISING OUT OF OR RELATING IN ANY WAY OF THE OCCUPANCY OR USE OF THE MUSEUM BY APPLICANT, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS.

5. **TERMS AND CONDITIONS:**

(A) **CATERING.** If food is to be served at said Event, it must be catered. Further, food or other refreshments will be restricted to the reception area of the Museum only.

(A-1) Use of any type of fire or flame for food or refreshment preparation and/or service is prohibited.

(A-2) APPLICANT is hereby granted permission to serve alcoholic beverages as a part of the event.

(A-2-1) APPLICANT understands and agrees that it shall provide liability insurance coverage for serving alcohol, in an amount no less than \$1,000,000.00 for the term of this Agreement. Said policy is in addition to the insurance requirements set out in Section E below in this Agreement.

(A-2-2) APPLICANT further agrees to obtain an insurance policy that includes the CITY as an additional named insured on the policy relating to the service of alcohol. A copy of the insurance policy, or certificate of insurance, issued by and insurance company authorized a licensed to do business in the State of Texas and reflecting the coverage required by this Agreement for service of alcohol, shall be furnished to the Director of the Museum on or by JULY 9, 2007. Failure to provide the required proof of insurance, naming the CITY as an additional insured, shall result in the cancellation of this Agreement.

(B) **SMOKING.** No smoking will be permitted within the Museum during said Event, as required by Chapter 9.50, El Paso Municipal Code. Violators will be reported to the Fire Department and/or Police Department for potential prosecution.

(C) **SECURITY.** The CITY will provide security guard and event staff service during said Event, including set-up and take down of equipment and other items connected with the Event. APPLICANT understands and agrees to pay the cost for the security guard and event staff at the current City rates, which shall be in addition to the rental fee. The cost for guard and event staff is currently estimated to be **FOUR HUNDRED TWENTY DOLLARS AND NO/00 DOLLARS (\$420.00).** Payment for the guard and event staff to be used at said Event shall be due upon receipt of bill.

(D) **NUMBER OF ATTENDEEES.** APPLICANT understands and agrees that, by order of the Fire Marshal, the number of attendees for said Event shall not exceed one thousand and eight hundred (1,800), without prior written approval by the Fire Marshal. APPLICANT further understands and agrees that if the number of people present during the Event exceeds one thousand and eight hundred (1,800) or such other number authorized by the Fire Marshal, the Event will be terminated and all attendees will be instructed to leave. Failure to leave will result in criminal prosecution.

(D-1) APPLICANT understands and agrees that if it violates any condition imposed by the Fire Marshal, the Event will be terminated and all attendees will be instructed to leave. Failure to leave will result in criminal prosecution.

(D-2) APPLICANT further understands and warrants that it will ensure compliance with any and all orders and/or directives of the Fire Marshal or security guards relating to fire or other matters of safety.

(D-3) APPLICANT understands and acknowledges that it shall pay directly to the Fire Department any fees or charges for the attendance of Fire Inspectors at said Event that the Fire Marshall requires or deems necessary to ensure safety and compliance during the Event. Such fees or charges shall be in addition to rental fees and charges paid to the Museum, as set forth in this Agreement.

(E) **INSURANCE.** APPLICANT understands and warrants that it shall provide liability insurance coverage in no less than the following amounts: \$250,000 per individual per occurrence for personal injury; \$500,000 per occurrence for personal injury for more than one person; \$100,000 for property damage (including damage to the rented premises) for the term of this Agreement.

(E-1) APPLICANT agrees to obtain an insurance policy that includes the CITY, as owner of the premises used to conduct the Event, as an additional named insured. A copy of the insurance policy, or certificate, issued by an insurance company authorized and licensed to do business in the State of Texas and reflecting the coverage required by the Agreement, shall be furnished to the Director of the Museum on or by **JULY 2, 2007.** Failure to provide the required proof of insurance, naming the CITY as an additional insured, shall result in the cancellation of this Agreement.

(E-2) APPLICANT hereby states and warrants that any entity providing services to APPLICANT during said EVENT fully comply with all workers' compensation requirements in the State of Texas. As an alternative to providing the workers' compensation insurance coverage as described above, APPLICANT may, at its option, elect to be covered by liability insurance obtained by the CITY for events at the Museum by paying to the CITY the prorated share of the premium for such insurance. Such prorated premium shall be at the following rates: events with 1-800 attendees -- **\$52.80 per day.** Coverage for an additional named insured, if requested, will require an additional fee of \$50.00 each. In the event APPLICANT elects to obtain the CITY-provided coverage, payment shall be made with and in addition to the fees described above in this Agreement.

(F) SAFETY. APPLICANT shall comply with all applicable laws, ordinances and regulations and shall encourage its participants in the Event to comply with all applicable laws, ordinances and regulations. APPLICANT shall exercise every precaution for the safety of public and private property and persons.

(G) DISCRIMINATION. APPLICANT, its officers, agents, servants, employees, volunteers and third parties will not discriminate on account of race, color, religion, sex or national origin, nor will it permit or allow any discrimination in the work done pursuant to this Agreement. Admission to the Museum for the Event covered by this Agreement shall not be denied to any person described in Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

(H) NON-RELIGIOUS ACTIVITIES. APPLICANT will conduct its Event, insofar as it may involve the CITY, in a manner that is exclusively non-religious in nature and scope; there will be no religious services, proselytizing, instruction, or any other religious influences in connection with the Event insofar as it may involve the CITY. There will be no religious discrimination in terms of employment or benefits provided in the conducting of the Event insofar as it may involve the CITY. APPLICANT shall not represent that the CITY is in support of or in favor of any religious services, proselytizing, instruction, or any other religious influences in connection with the Event.

(I) LIABILITY. APPLICANT expressly warrants and understands that, in all things relating to this Agreement, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. APPLICANT further expressly warrants and understands that every act or omission of the CITY that, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

(I-1) The CITY will not be liable to APPLICANT, nor any person claiming rights for incidental, consequential, special, punitive or exemplary damages of any kind, whether based on tort, contract or other theory of recovery, including but not limited to lost profits, loss of business, injury to property, mental anguish, emotional distress, negligence, and any other expenses or economic damages. As a result of breach of any term of this Agreement, regardless of whether the CITY was advised, had other reason to know, or in fact knew of the possibility thereof.

**(I-2) In no event shall the CITY's aggregate liability to APPLICANT, including any person or persons whose claim or claims are based on or derived from a right or rights claimed by APPLICANT, with respect to any and all claims at any and all times arising from or related to the subject matter of this Agreement, whether in contract, tort or any other cause of action, whether based on statute or common law, exceed the amount of consideration actually paid by the APPLICANT to the CITY under the terms of this Agreement.**

(J) CLEAN UP. APPLICANT agrees that it will remove from the Museum and contiguous areas all trash and litter generated by the Event. APPLICANT will clean up litter and/or trash and place the same in the Museum trash receptacles on site.

**6. COMPLIANCE WITH LAWS.** APPLICANT shall comply with all applicable federal, state and local laws and regulations, all City ordinances and all codes and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder or affects the administration of the funds provided hereunder shall constitute a material breach of this Agreement.

**7. SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**8. EFFECTIVENESS.** This Agreement shall be effective as of the date the CITY delivers this Agreement to APPLICANT. All proposals, negotiations, notices and representations with reference to matters covered by this Agreement are merged in this instrument, and no amendment or modification thereof shall be valid unless evidence in writing is signed by both parties.

(A) The person signing this Agreement on behalf of the APPLICANT warrants that he/she has the authority to do so and to bind the APPLICANT to this Agreement and all the terms and conditions contained herein.

**9. ENTIRE AGREEMENT.** This Agreement constitutes and expresses the entire agreement of the parties hereto in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representatives, and understandings relative hereto being herein merged.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the 25th day June, 2007.

**THE CITY OF EL PASO**

APPLICANT:

(Client)  
Neighborhood Liaison Services  
City of El Paso

\_\_\_\_\_  
(Client signature)

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Michael A. Tomor, Ph.D.  
Director, El Paso Museum of Art

\_\_\_\_\_  
Jeffrey Romney  
Head of Development, El Paso Museum of Art