



# Cooper High School Prom

Saturday, April 27, 2024

## EVENT CONTRACT

32110407

**ACCOUNT:** Cooper High School

**CONTACT:** Bridgette Guye

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**PHONE:** 859-384-5040

**ADDRESS:**

**EVENT MANAGER:** Rene Dean

**EMAIL:** [rdean@cincymuseum.org](mailto:rdean@cincymuseum.org)

**PHONE:** 513-287-7043

## EVENT SUMMARY

Date	Time	Location	Areas	Event Type	Guests
4/27/2024	7:00 pm – 11:00 pm	Cincinnati Museum Center at Union Terminal	Grand Rotunda		

## ROOM RENTAL

Qty		Price	Total
1	Grand Rotunda	\$3,500.00	\$3,500.00

## ESTIMATED BILLING

	Total
Room Rental	\$3,500.00
Subtotal	\$3,500.00
State Sales Tax	7.8% \$0.00
Grand Total	\$3,500.00
Deposit (Due 6/5/2023)	Unpaid \$1,750.00
<b>Estimated Amount Due</b>	<b>\$3,500.00</b>



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## TERMS AND CONDITIONS

### TERMS AND CONDITIONS

These Terms and Conditions ("Agreement"), effective as of the date of the last signature herein (the "Effective Date") and is entered into by and between Mercury Museum Services, LLC, an Ohio limited liability company ("MMS"), and you ("Organization"). The term "Organization" as used in this Agreement refers to the person, company, or community group legally responsible for renting the space for the Event. By signing this Agreement, the Organization agrees to the following terms and conditions:

1. Rental Space, Date, Time and Purpose. The Organization acknowledges that this Agreement applies only to the designated space rented, and only for the dates and times specified on the cover page attached hereto (the "Event"). The space can only be used for the purpose stated on the cover page, if applicable. If Event tickets are sold or distributed by the Organization, the number of tickets may not exceed the capacity for the space rented. If the Event is open to the public, it is the Organization's responsibility to make necessary arrangements to monitor and not exceed the capacity of the rental space. Organization acknowledges that the Cincinnati Union Terminal, located at 1301 Western Avenue, Cincinnati, OH 45203 ("Union Terminal") is a multi-purpose facility, housing Cincinnati Museum Center with daily public visitation, and that it is common for it to have more than one event in the building at a given time. There is a ½ hour grace period after the specified end time for the Event. The Guest Services Manager and Banquet Captain on duty have the discretion to extend the Event time, but a fee will be charged for Events that carryover more than ½ hour past the specified end time for the Event. Organization acknowledges that Union Terminal is a historic structure and is subject to Historic Preservation Standards, and that the Organization shall take all reasonable measures to ensure that the building and its features are protected at all times.

2. General Conduct. All events are expected to harmonize with the character and mission of the Cincinnati Museum Center. Events may not create any hazard or impose undue hardship on the Cincinnati Museum Center or its collections, exhibits, facilities, staff or visitors. Customer and customer's invited guests, vendors, service providers and employees shall follow the guidelines and all applicable laws, ordinances and regulations. The Customer is responsible for actions of all guests while on Museum Center premises. In the event that CINCINNATI MUSEUM CENTER

determines at any time that any violation of the terms of this agreement, applicable laws, ordinances or regulations has occurred, CINCINNATI MUSEUM CENTER reserves the right to cancel the Customer's Event at any time (even while it is in progress) and retain all payments, should the Customer and CINCINNATI MUSEUM CENTER exhaust all attempt to rectify and correct any violations or discrepancies. Any such determination shall be pursuant to our reasonable discretion and shall be binding and final.

Any misrepresentation of the exact nature of an event (whether in writing or verbally) by the Customer booking the Cincinnati Museum Center will result in immediate cancellation of the Customer's event by CINCINNATI MUSEUM CENTER. This will result in the loss of any security down payment, or monies paid and terminate any responsibility on the part of CINCINNATI MUSEUM CENTER to fulfill its obligations regarding this agreement. For ticketed and public events, it is the Customer's responsibility to make the necessary arrangements to monitor and not exceed the capacity of the rental space.

**3. Confirmation and Agreement Acceptance.** An initial non-refundable deposit (the "Deposit") shall be paid by Organization to MMS with the return of this signed Agreement. This amount will be applied to the Organization's final balance; or in the event of cancellation retained for charges and lost opportunity facility fee. Organization shall provide MMS a properly executed counterpart of this Agreement and the required Deposit amount, pursuant to the payment procedures set forth below, no more than two weeks after receipt of this Agreement. Upon receipt of the executed Agreement and required Deposit, MMS will provide Organization confirmation of the space rental for the Event.

**4. Payment Procedures.** 1) The Deposit shall equal 50% of the total facility rental costs, as provided on the attached cover page. 2) Final guarantees with respect to the Event details, including but not limited to, the total number of guests for the event must be submitted by 12 Noon 5 business days in advance of the Event with the final balance of the facility rental amount due by 12 Noon 4 business days before the Event takes place. 3) Any additional charges incurred during the Event will be due within 5 business days following the date of the Event.

**5. Cancellation Policy.** In the event of circumstances beyond MMS' control where Union Terminal is rendered unusable (e.g., acts of nature, destruction of property, interruption of utility services), MMS reserves the right to cancel any scheduled event. If the Organization needs to cancel their previously scheduled Event, the Organization shall provide MMS written notice and the corresponding fee associated with the Cancellation Scale set forth below. Organization shall pay to MMS cancellation damages, calculated as a percentage of the estimated value of the event at the time of the cancellation, as set forth on the Cancellation Scale (the "Cancellation Fee"), within 10 days after the date of the anticipated event.

### **Cancellation Scale**

**Amount of Time Prior to Date of Event**

**Cancellation Fee**

Up to 30 Days	Deposit
30 to 5 Days	50% of Estimated Event
4 days or Less	100% of Estimated Event

6. Food, Beverage, Serving and Seating. Organization acknowledges that MMS maintains a preferred arrangement with Service System Associates (“SSA”) to provide set-up, food, beverage, serving, seating, and similar services. Should the Organization require any of these services, the Organization shall use SSA. To the extent applicable, the Organization shall make arrangements for these services with SSA directly.

7. Parking. Basic parking fees are included in the Event rental cost. If Organization requires valet service, extended parking hours, etc., Organization shall make such arrangements through its Sales Representative.

8. Additional Services and Needs. All lighting, electrical, audio-visual, and telecommunication needs must be approved by your Sales Representative at least two weeks prior to the Event. Any special requirements must be paid for by the Organization. Because of the unusual acoustics in the rotunda area, MMS accepts no responsibility for the sound quality of sound systems brought in from other sources. If the Organization requires audio-visual set-up in the rotunda, MMS recommends that the Organization use Union Terminal’s sound system. Union Terminal will provide its ordinary security, custodial, and maintenance services for the Event. Any arrangements for special security, custodial and maintenance needs (beyond those ordinarily provided by Union Terminal) must be arranged and paid for by the Organization with MMS’ prior written approval.

9. Approval of Printed Materials. All printed materials relating to the Event, such as invitations, announcements, press releases, tickets, etc. must be submitted to MMS for approval before the materials are in their final printing. Failure to provide such materials for written approval will constitute a breach of this Agreement that will result in MMS’ right to terminate this Agreement, resulting in forfeiture of the Organization’s Deposit to MMS.

10. Videotaping, Recording and Broadcasting. Videotaping the Organization’s Event is permitted, provided that any videotaping or recording of the Event for playback and reproduction must be for personal use only and not for broadcast to the general public. If the Organization wishes to videotape, record, or broadcast any Event (or portion thereof) for commercial purposes the Organization shall submit such request to MMS and obtain MMS’ prior written consent before doing so. Failure to submit such request for approval will constitute a breach of this Agreement that will result in MMS’s right to terminate this Agreement, resulting in forfeiture of the Organization’s Deposit to MMS. Commercial purposes include web and social media outlets.

11. Deliveries. All deliveries related to the Organization’s Event must be made at the receiving dock on the south side of Union Terminal, near Hopkins Street off Dalton Street. Deliveries must

be clearly marked with the Organization's name, the Event name, the Event date, and the name of a MMS Event Sales Representative. Organization is responsible for all costs and coordination of shipments into and out of Union Terminal. Deliveries may take place up to 24 hours prior to the Event, but no earlier.

12. Restricted Activities. The following activities are restricted at Union Terminal:

- 1) All decorations are limited to table decorations and freestanding displays or signs. Hanging signs and banners require prior approval and arrangements by MMS, and will incur additional fees;
- 2) Votive candles and candles with approved containers are the only candles permitted;
- 3) Any plants and plant materials brought into Union Terminal must be clean and free from pests and environmental hazards;
- 4) No helium balloons are permitted in the facility;
- 5) No cooking or pressurized containers are permitted;
- 6) No smoking is permitted on the premises of Union Terminal;
- 7) The Organization agrees to comply with all fire and safety regulations of Union Terminal.

13. Insurance, Release and Indemnification. The Organization agrees to be responsible for any damage, injury, loss, or claim caused by the Organization, its agents, or its guests. The Organization agrees to indemnify MMS and Cincinnati Museum Center and all affiliates, its trustees, its employees, and its agents and to hold it and them harmless for any damage, injury, loss, or claim brought against it that is the result of actions or inactions of the Organization, its employees, its agents, or its guests. The Organization agrees to provide evidence of insurance coverage for the event. Such evidence may be:

- 1) a Certificate of Insurance showing the event is covered by a general insurance policy,
- 2) a Certificate of Insurance showing that a special policy has been purchased for the event, or
- 3) a Letter of Verification signed by an authorized representative of the Organization stating that the Organization is self-insured and accepts responsibility and all liability for any damage, injury, loss or claim caused by the Organization, its agents, or its guests.

A Certificate of Insurance must name the Event, the date, the amount of coverage, and MMS and Cincinnati Museum Center and its affiliates as added insureds for the time period of the Event. Failure to provide evidence of insurance will constitute a breach of this Agreement that will result in MMS' right to terminate this Agreement and forfeiture of Organization's Deposit to MMS. MMS assumes no responsibility for damage or loss of articles brought to Union Terminal by the Organization, its agents, or its guests. The Organization hereby releases Museum and MMS from any and all claims and liability arising out of Organization's use of the Museum, including any claims relating to exposure to disease or illness while at the Museum and any illness or disease caused by, or contracted at, Museum.

14. Severability. If any provision of the Agreement is found void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

15. Force Majeure. Neither MMS nor the Cincinnati Museum Center and affiliates shall be deemed in default if its performance or obligations hereto are delayed or become impossible or impractical by reason of any act of God, or fire, earthquake, labor dispute, accident, civil commotion, epidemic, act of government, or government agency or officers, or any other cause beyond such party's reasonable control. Any amounts due under the Agreement for services rendered prior to the force majeure events described shall remain an obligation of the respective party for whom the performance was rendered.

16. Governing Law. The Agreement was entered into, and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of Ohio. The Organization and MMS expressly agree that any action at law or in equity arising under this Agreement shall be filed only in the Courts of Ohio, Hamilton County, or the United States District Court of the Southern District of Ohio. The parties hereby consent and submit to the jurisdiction of such Courts for the purpose of litigating any such action.

17. Authority to Sign. Each individual executing this Agreement on behalf of the Organization represents and warrants that he or she is properly authorized to do so.

**Client Signature**

**Venue Representative Signature**