



FACILITY USE POLICY

Thank you for your interest in renting the Solvang Heritage Associates (SHA)/Elverhøj Museum of History and Art (Museum). The Museum is a public facility that serves Solvang and the surrounding community by fostering research, preservation, exhibition, and interpretation of significant historic, artistic, and cultural resources.

The Museum is available as a gathering place for individuals, community groups, and organizations whose purposes seek the ambiance of the facility. Such uses, when determined appropriate by the Museum staff and board, are consistent with positive public relations by making the facility accessible and useful to community-oriented groups.

The Museum is set in a residential neighborhood with beautiful grounds. The space has limitations outlined below that should be considered when determining if the venue is a good fit for your event. It is most appropriate for small group use.

Compliance with the following guidelines is required for the rental agreement. Please read carefully to ensure the event meets these specifications. The Museum reserves the sole right to determine appropriate use.

Below are compatible uses of the Museum by outside parties:

- Groups whose primary objective is the raising of funds for the SHA and Elverhøj Museum of History and Art.
- Cultural and educational events and programs that promote and enhance the purposes of the SHA and the Museum.
- Other non-fundraising events that promote goodwill and community relations.
- Private parties meeting the following criteria:
 - a. 125 people maximum
 - b. Four-hour event duration, maximum
 - c. No loud music

INCOMPATIBLE uses include but are not limited to:

- Fundraisers that benefit organizations outside of those supporting the Museum.
- Politically aligned organizations.
- Uses that promote self-aggrandizement or profit-taking.
- Uses that threaten the reputation or security of the Museum, the SHA, or the goals and objectives as established.
- Any event that may jeopardize the property tax status of the Museum.
- Use which conflicts with, or adversely affects, any planned Museum event or program.

1. **APPLICATION**

A completed APPLICATION FOR USE FORM shall be completed and submitted to the Museum staff a minimum of three (3) weeks in advance of the use of the facility. No outside event will be approved without completing an application.

All activities at the Museum must be consistent with the interests of the Museum. The Museum reserves the sole right to determine appropriate use.

2. **FACILITY USE FEES**

Below are fees charged for the use of the facility.

Venue	Fee	Deposit	Staff Fee
Museum Only	\$1,000.00	\$700	\$50 per hour
Museum Gardens	\$1,000.00	\$700	\$50 per hour
Museum and Gardens	\$1,250.00	\$850	\$50 per hour

- a. Event fee is due 14 days prior to event date.
- b. Deposit is due upon application approval.
- c. Staff fee is for Museum staff required to be present at the event and during set-up and clean-up, with an eight-hour maximum.
- d. Payments, deposits and fees can be mailed to the address below. If you prefer to drop off payment, please email melissa@elverhoj.org to set up a time.

Elverhøj Museum
Event Coordinator
1624 Elverhoy Way
Solvang, CA 93463

- e. If any guidelines are broken or damages occur, the full deposit will not be returned to the client.

3. **STAFFING**

- a. During any event, the Museum will have its own representative(s) present for security and public relations. Charges for such services are outlined in Facility Use Fees.
- b. The Museum staff member will remain on-site during the event and reserves the right to request removal of any guest whose behavior is inappropriate or endangers Museum staff or property. Failure to remove the individual or comply with any staff requests may result in the engagement of law enforcement.
- c. An authorized officer of the organization/individual sponsoring the event must assume responsibility for the conduct of those attending and for any misuse of Elverhøj Museum property. That individual needs to be noted on the application and available at all times during the event.

4. INSURANCE

- a. The organization/individual sponsoring the event will provide a Certificate of Insurance in advance for liability coverage naming the Elverhøj Museum as the certificate holder. It must provide evidence of broad form comprehensive general liability coverage; minimum limit: \$1,000,000 for the rental date. It must certify that the policy will be primary and non-contributory. The insurance provider should have a Best rating of A:VII.
 - o Helpful information for the Certificate:
 - Address: 1624 Elverhoy Way, Solvang, CA 93463
 - Executive Director: Sandie Mullin
- b. For events where alcohol is present, daily liability insurance is required.
- c. An Endorsement Certificate for the event listing the Elverhøj Museum as an additional insured is also required.
- d. These insurance documents must be provided to Elverhøj staff at least 14 days prior to the event.

5. EVENT CAPACITY

The Museum/Garden can host up to 125 people, staff, and vendors.

6. EVENT TIMING

- a. The Museum is open to the public Thursday through Monday from 11 a.m. to 5:00 p.m. For events during public hours, please contact Museum staff prior to completing an application to determine availability.
- b. The Museum is located within a residential community. The event and any set-up/cleanup must occur within the hours of 10:00 a.m. and 10:00 p.m.

7. AVAILABLE RESOURCES

The museum has some items available for use during your event. It is up to the renter to set up and return any items after the event is complete. These items are as follows:

- a. Six, 2-foot cocktail tables
- b. Four, 8-foot tables
- c. 40 Chairs

Chairs and tables must be wiped down, cleaned and put away after use.

8. PARKING

The Museum has a small parking lot that will be reserved for event coordinators, vendors, and staff. Entrance cannot be blocked. Ample street parking is available around the museum. Caution should be used to not block residential driveways, roads, and designated no parking zones. Parking assistance will not be provided by Museum staff. The Museum assumes no liability for vehicles or items left in vehicles during the event.

9. DECORATIONS AND SIGNAGE

Please use the guidelines below when planning the décor of your event. There are no exceptions.

- a. No nails, tacks, staples, tape or other material capable of damage will be affixed to the buildings, fixtures, grounds, fences, walls, display cases, or other surfaces.
- b. Confetti, balloons, glitter, rice, birdseed, or other similar material is prohibited.
- c. Event street signage is not permitted.
- d. Public doors or access areas cannot be blocked.
- e. Electrical connections and special lighting must be approved in advance by Museum representatives.
- f. No live flame allowed except for propane heat lamps placed outside and away from

- structures, rooflines, and vegetation. Battery-operated LED candles are permitted.
- g. Museum exhibits may not be touched or handled, no exceptions.
 - h. Museum staff are not available to assist with decorating.

10. SOUND

There shall be no loud music or amplified speaking in the garden area.

11. VENDORS

- a. A full list of vendors must be provided to the Museum at least 14 days prior to the event. The list should include the following:
 - Vendor name
 - Vendor contact person
 - Vendor contact person's email and cellphone
- b. Vendors may arrive onsite no more more than two (2) hours prior to the event and no earlier than 10 a.m.
- c. Vendors must clean up and vacate the museum property one (1) hour after the event ends and by 10:00 p.m.
- d. The renter's event coordinator needs to be present when vendors and/or guests are on site.

In any matter in which a vendor's contract conflicts with this agreement, the Museum contract supersedes the vendor or service provider.

12. FOOD AND BEVERAGE

- a. Food and beverage arrangements, delivery schedules, and set-ups must be reviewed and approved in advance by the Museum's representative. This should be provided with the vendor list at least 14 days prior to the event.
- b. Museum exhibits may not be touched or handled except as specifically designated. Food or drink may not be placed on the artifacts or display cases.
- c. No available on-site kitchen.

13. RESTROOMS

For groups over 30 people, the Museum requires rental of portable bathrooms. The Museum bathroom is unavailable to large groups. Proof of restroom facility rental must be provided to the Museum at least 14 days prior to the event.

14. SET-UP/CLEAN-UP

The renter is responsible for set up and clean up, leaving the area as it was found.

15. ALCOHOL AND SMOKING

- a. If a renter is charging a fee and serving alcohol, the renter (or their contracted vendor) must obtain a liquor license as required by the State of California. A copy needs to be provided to the Museum 14 days prior to the event.
- b. Guests must be 21 years or older with a valid ID to consume or serve alcoholic beverages.
- c. If someone under the age of 21 is found in possession of alcohol, the event will be terminated immediately.
- d. No smoking is permitted on the Museum property.

16. PLANNING MEETING

A planning meeting must occur with museum staff at least 14 days prior to the event. During this meeting, set up will be discussed including event layout and staging. One additional planning meeting can be scheduled if deemed necessary by Museum and renter staff.

17. WEATHER AND UNUSUAL EVENTS

The Museum assumes no responsibility or expense for weather or events of Nature that impact the event. These include, but are not limited to, extreme heat, rainstorms, or other inclement weather; earthquakes; wildfire or smoke from wildfires; and any police or public health/safety activity. Museum staff will establish the impact of any such event to determine event feasibility. In these unforeseen circumstances, the Museum will refund all fees except the deposit.

18. CANCELLATION

All fee/deposits paid, less a \$175.00 administrative charge, shall be refunded for cancellations prior to fourteen (14) days before a scheduled event. Cancellations within the fourteen days preceding an event may cause the entire fee to be forfeited. All cancellations shall be made in writing to the Museum Events Coordinator at melissa@elverhoj.org

19. AUTHORITY OF SIGNATORIES

Each person executing this Agreement represents and warrants that they are duly authorized to execute on behalf of their organization or entity for which they are signing. The agreement is binding upon said entities.

Full Name of Individual or Organization

Contact Person (if organization)

Street Address

City, State, Zip

Email

Phone Number

EVENT DETAILS

Event Date

Event Start Time

Event End Time

Set-up Start Time

Clean-up End Time

Event Coordinator Name

Event Coordinator Email

Event Coordinator Phone

Purpose of event (include official event title if available)

Approximate number of people expected _____

I request use of the following:

Chairs _____

Total Requested

Tables _____

Total Requested

I HAVE READ THE RULES FOR THE USE OF ELVERHØJ AND ASSUME PERSONAL RESPONSIBILITY FOR COMPLIANCE WITH THESE RULES.

Signature _____ Date _____

Name of Renter _____ Title _____

Application Approved _____ Date _____

Signature, Elverhøj staff

Museum Use Only. Add Dates Received.

Deposit _____

Planning Meeting _____

Certificate of Insurance _____

Liquor License _____

Vendor List _____

Restroom _____ Set-up Plans _____

**FACILITY USE
EXPRESS WAIVER OF LIABILITY & RELEASE AND INDEMNITY AGREEMENT
FEE AGREEMENT**

IN CONSIDERATION for **Elverhøj Museum of History and Art** (herein "Museum") permitting use of the facilities Agreement to

_____ (herein "Applicant") and as condition of said Agreement, Applicant does hereby agree to this Express Waiver of Liability against Museum, and, makes the Release and Indemnity Agreement with Museum set forth below.

1. Applicant hereby agrees to forever indemnify, defend, and hold harmless Museum, from and against any and all claims, suits, actions, costs, expenses, judgements or decrees, demands of liability, including attorney's fees, whether direct or consequential, on account of any loss, injury, death or damage to any person or property arising in whole or in part from any act, omissions, event or work in any way connected with or relating to the use of the facilities of Applicant, save and except only those claims due to Museum's fraud or willful injury to persons or property, or violation of law, whether willful or negligent. Furthermore, the defense of any such claims, suits and demands shall be by attorney's acceptable to defense necessary to protect Museum shall be borne by Applicant.

2. Applicant expressly covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Section 1542 of the California Civil Code, and the similar provisions in any other State of the United States or the common law, which provide: "A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Applicant expressly covenants that if any part of this Agreement, for any reason, is held by a Court or Arbitration Panel of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if the Agreement had been executed with the invalid portion thereof eliminated.

4. Applicant hereby warrants that the foregoing statements are true and correct and that the Museum has relied upon such warranties in entering into this Agreement, and making the premises available for use of the Applicant. No oral representations, statements, or inducements have been made by or between the parties to this Agreement with respect to the subject matter of this Agreement, apart from the matters set forth within this Agreement.

5. Applicant acknowledges and agrees that all parties entering the Museum property consent to being recorded and/or photographed and agree that the Museum may use the likeness or voice for any lawful purpose including promotional, social and advertising materials.

I HAVE CAREFULLY READ THE FACILITY USE POLICY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN EXPRESS WAIVER OF LIABILITY AND A RELEASE AND INDEMNITY AGREEMENT BETWEEN APPLICANT AND MUSEUM, AND SIGN IT OF MY OWN FREE WILL.

Accepted by Applicant:

Name: _____ Date of Event _____

Title: _____ Date _____

Accepted by Elverhøj Museum of History and Art:

Name: _____ Date: _____

Title: _____