

Office Use Only Date of Event:	
Total Cost:	
	Paid:

## **BIRTHDAY RENTAL AGREEMENT**

Galesburg Museums Inc., d/b/a **The Discovery Depot Children's Museum** (hereinafter the **"Depot"**), is pleased to offer its unique facility as a location to celebrate your little one's birthday. This agreement will cover all of the costs and details associated with the Depot's birthday rentals. For and in consideration of the mutual covenants herein, the following responsible adult desires to host a birthday party at the Depot:

Responsible Adult					
Na	me:				
Ad	dress:	City:	State:	Zip:	
Pho	one Number:				
Em	nail_Address:				
<u>Fees</u>					
	•	cur during the times listed belock the type of birthday rental:		1 adult for every	
	Basic Classroom rental; \$145.00 for Members and \$180.00 for Non-Members. Depot is open to the public. 20 guests plus birthday child and his/her parents or legal guardians (23 total).				
	After Hours; Basic Classroom and Art Studio; \$235.00 for Members and \$260.00 for Non-Members. Depot is not open to the public. 40 guests plus birthday child and his/her parents or legal guardians (43 total).				
	Non-Members. Depo	Classroom; <b>\$235.00</b> for Member is not open to the public. 40 gal guardians (43 total).			

Additional guests, up to a maximum of 10, are \$7.00/each. All guests, including members, are included in your guest count; memberships are not valid for birthday party admissions. Use of the Blick Art Studio is only permitted during "After Hours" parties; use of the Blick Art Studio does not include art supplies or activities. Art supplies, art activities, build-it room activities, or other special events/activities available on the day of your rental may incur an additional charge per guest.

Please note that an "After Hours" rental does not grant you exclusive use of the Depot. While the Depot will be closed to the public during an "After Hours" rental, there may be other parties or events booked during the same time frame. Additionally, please note that a birthday rental in the "Science Classroom" can only occur "After Hours."

Birthday rentals include a gift for the birthday child. A craft activity is available upon request (not facilitated by Depot staff).

Date of Event (MM/DD/YYYY):/  Rental Times (Check One):				
□ 10:00 a.m. – 11:30 a.m.	□ 12:30 p.m. – 2:00 p.m.			
Basic Classroom (Sunday)				
□ 12:30 p.m. – 2:00 p.m.				
After Hours (Tuesday – Sunday)				
□3:00 p.m. – 5:00 p.m. Basic Classro and Blick Ar				

Birthday rentals include use of the refrigerator, freezer, sink, and microwave. The Depot will provide plain white paper plates, cups, napkins, and plastic utensils. Additional chairs, tables, and a high chair are available upon request.

## **Deposit & Refunds**

Payment is due in full at the time you book your birthday rental. Cancellations made more than 7 days prior to the reserved date will receive a refund less a \$25.00 cancellation fee. Cancellations made less than 7 days prior to the reserved date will receive a refund less a \$50.00 cancellation fee. All payments made by credit card are subject to an additional cancellation fee of \$5.00.

If you wish to reschedule your birthday rental, there is a \$25.00 rescheduling fee for changes made more than 7 days prior to the reserved date, or a \$50.00 rescheduling fee for changes made less than 7 days prior to the reserved date.

If the Depot closes due to inclement weather on the date of your birthday rental, you will receive a full refund of your deposit. If the Depot is open, all rentals that are cancelled or rescheduled at your request due to inclement weather are subject to the above-referenced fees.

## **Rental Terms & Conditions**

- 1. You are responsible for providing all decorations. You are not permitted to remove any Depot decorations, exhibits, or displays. Please request assistance if any Depot property needs moved.
- 2. Decorating for your birthday rental may begin 20 minutes prior to your start time. If you need to decorate earlier, you must make prior arrangements with the Depot's Executive Director. Do not use tape on the walls; please use the provided cork strips.
- 3. You and all guests must vacate the classroom and you must remove all decorations within 20 minutes after the end of the rental time. Guests are welcome to stay in the Depot after the rental time during normal hours of operation. Guests are not permitted to remain in the Depot after an "After Hours" rental only. Exhibits will be shut down at 5:00pm and the Depot will promptly close 20 minutes after an "After Hours" rental.
  - 4. All exits, hallways, stairs, and elevators must remain free from obstruction.
- 5. Smoking, consumption of alcoholic beverages, and use of illegal drugs is strictly prohibited on Depot property. Any person found to be in violation of this policy will be asked to leave the premises, and law enforcement will be contacted.
- 6. All food, beverages, balloons and decorations must remain in the classroom and are not permitted on the museum floor.
  - 7. Piñatas, bubbles and confetti or confetti balloons are not permitted on Depot property.
- 8. All children/minors must always be adequately supervised. Children are not permitted on the caboose or playground without an adult present. You must adhere to the adult-to-child ratio requirements referenced above.
- 9. Payment for additional guests (\$7.00 per guest) MUST be made at the end of your birthday rental time. Depot staff will keep track of your guests as they arrive.
- 10. The Depot reserves the right to cancel your birthday rental at any time and for any reason.
- 11. You assume full responsibility for damages to the Depot's facilities or exhibits that are caused by you or your guests. You will be billed the full cost of any damage to the Depot's facilities or exhibits.
- 12. In the event of breach of this agreement, the non-prevailing party shall be liable for the costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in enforcing this agreement or pursuing legal action.

## Waiver of Liability

You understand that the Depot is not responsible for losses or damages to any of your equipment, supplies, or personal items, or for personal injury to you or your guests. To the fullest extent permitted by law, you agree to hold harmless and indemnify the Depot against any and all claims, damages, losses, and expenses, including without limitation attorney's fees and court costs, arising from or related in any way to your use of the Depot's facilities, including any act or omission of the Depot, its employees, staff, or representatives, except to the extent such damages are caused by the Depot's gross negligence or intentional acts.

Under no circumstances shall the Depot be liable for special indirect or consequential damages arising from or in any way related to your rental of the Depot's facilities.

Renter:	Galesburg Museums Inc.	
Signature	By:	
Name	Its:	