



Terms and Conditions of Facility Rental

The following are Terms and Conditions for use of facilities at the Institute of Texan Cultures. Your signature on the Rental Agreement signifies that you agree to adhere to these terms as stated.

Reservations

- Reservations are confirmed ONLY with non-refundable deposit of 1/2 the rental rate **and** signed Rental Agreement.
- The museum reserves the right to release the date if a deposit and Rental Agreement have not been received within 45 days of the initial hold.
- Meeting and event planners may **not** reserve a date unless he/she identifies the client for whom the date is being reserved.
- The signatory on the **Rental Agreement** is responsible for notifying the Special Event Coordinator of all final details and requirements relating to the event and of any third party services. This must be done no later than two weeks prior to the event. **The museum will deal only with the signatory or designated representative on such details.**
- **The Rental Agreement is considered a non-binding document until it has been approved by the Executive Director of the Institute of Texan Cultures or the designated representative.**
- Reservations may be made by contacting the Facility Rental Office at (210) 458-2275 or e-mail: ITC.FacilityRental@utsa.edu.

Scheduling Priorities

- The University Of Texas Board Of Regents' rules mandate that University and museum operations receive highest priority in scheduling use of the facilities. With the approval of the Executive Director, the Special Use Facilities may be made available to non-University, non-museum users on a first-come, first-served basis. The museum reserves the right to assign priorities; however, once a rental agreement has been approved and signed by a museum representative, the reservation is confirmed. Any conflict which arises between a client's event and the University operations will be addressed as it occurs.

Room/Space Rates

- Rates for the rental of the grounds, facilities, and services are subject to review and change annually. New rates will be effective the beginning of each fiscal year (September 1). Clients with confirmed rental agreements will not be affected.
- Room/Space rates are for the basic use of the facilities and museum support staff. Rates do not include catering, parking, equipment rental and audiovisual, additional hours over contracted period, additional contractors for décor or entertainment or any additional support staff that may be required.

Billing

- A detailed invoice will be submitted after the event for the remaining balance due. Payment is due no later than 30 days following the event. The Institute of Texan Cultures accepts MasterCard, Visa, Discover and company checks. We do **NOT** accept American Express. Payment may be made over the phone or by mail.

Client Cancellations

- The non-refundable deposit (1/2 of the rental rate) will be forfeited upon cancellation.

University/Museum Cancellations

- Unforeseen events, such as severe weather and other catastrophic events may cause museum operations to be shut down or to cancel all operations. These circumstances are very rare, but as a University museum, we reserve the right to cancel any and all events scheduled at such times as mandated by the University and/or museum Executive Director. This applies to both indoor and outdoor events scheduled at the Institute of Texan Cultures.

Alcoholic Beverages

Consumption of alcoholic beverages at catered events will be under the auspices of the caterer. If the caterer subcontracts to an alcohol provider, the caterer will still be held responsible and assume all responsibility for compliance with museum rules and regulations and all applicable state laws and regulations. Violations of the law regarding consumption of alcoholic beverages will be reported to the Texas Alcoholic Beverage Commission. Under NO circumstance will clients be allowed to provide alcohol. The Caterer is responsible for purchasing, setting up, serving and removal of all liquor. Caterer has the right to refuse to serve liquor to anyone it deems intoxicated. Security will enforce this rule

Animals

Prior written permission to have live animals on site during an event is required. If approved, the **Institute of Texan Cultures** must be named **additionally insured** on the certificate of liability insurance no later than 30 days prior to the event. Ask the Event & Advancement Coordinator for coverage requirements. Service animals are welcome.

Capacity

The museum reserves the right to limit attendance in any of its Special Use Facilities. The Exhibit Floor capacity is 1,000 people, or approximately 450 for a seated dinner based on event set up. Groups larger than 1,000 must be accommodated through the rental of the Exhibit Floor, Back 40, Verandas and Patios. If the stated capacity of the facility is exceeded, the University Police will close access to the facility until the stated capacity is reached. Stated capacities of other facilities are listed on the Rate Schedule for Meeting Rooms and are based on seating arrangements. All public entrances and exits must be left clear for passage in case of emergency evacuation.

Catered Meetings and Events/Food & Beverage Placement

Only caterers approved by the Institute of Texan Cultures may be used. A complete list of approved caterers is included in this Facilities Rental Portfolio and listed at TexanCultures.com). Food and beverage locations vary dependent on each space assignment. **The museum exhibit floor houses priceless artifacts and therefore food and beverage stations are not allowed in exhibit areas. Food and beverage stations are permitted in the Dome Theater. Ask the Event and Advancement Coordinator for details.**

Charges for Additional Set up and Take down

The museum allows two (2) hours prior and two (2) hours after for both set up and take down (including catering set up and take down). If the client requires the use of the museum facilities or meeting rooms for more than the allotted time frame provided, or requires an additional day prior or after the event for set up and take down, a fee will be negotiated. Extraordinary set-ups and client requirements also may necessitate additional security personnel for the hosted event. The client or caterer will be billed for all additional security personnel provided by the museum.

Children

Children attending events must remain under the direct supervision and control of an adult at all times. The museum reserves the right to safeguard the exhibits from children at play.

Coat and Baggage Service

Coat and baggage check-in service is not provided by the museum. This service must be contracted through the caterer. The client must communicate to the Event and Advancement Coordinator if such service has been contracted.

Damages

- The client is contracting for the use of the facilities. It will be the client's responsibility to pay for repairs for any damage(s) that arise in connection to their event.

Decorations, banners, flower petals, sparklers etc.

The Special Event Coordinator must be advised in **advance** of any extraordinary decorating plans. **BALLOONS ARE NOT ALLOWED IN THE BUILDING.** Decorations, banners, posters, signs, decorations and other display materials used in conjunction with a scheduled event are subject to approval by the Special Event Coordinator. The use of tacks, staples, nails or transparent tape to attach display materials to walls, carpet or exhibits is prohibited. Confetti, cascarones, streamers or glitter are strictly prohibited — this includes gift bags filled with any of these items. The museum does **not** provide ladders or any other equipment for decorating purposes. **Flower petals, bubbles, and birdseed are allowed outdoors AND ONLY IF THE CATERER AGREES TO CLEAN THEM UP.**

Deliveries to the Building and Storage

A \$50 handling and storage fee will be charged for any items being shipped or delivered to the museum. Items must be received no earlier than three (3) days prior to and picked up no later than one (1) day after event. Deliveries or items requiring a large storage space will be charged a full-day meeting room rental fee. Arrangements must be made with the Event and Advancement Coordinator prior to making such commitments with outside vendors.

Electrical

ALL REQUIREMENTS MUST BE SUBMITTED IN WRITING TWO (2) WEEKS PRIOR TO THE EVENT. Basic electrical is included in the rental. This includes use of 110-volt outlets for catering heat lamps, string lights and basic equipment used by entertainers such as DJs and caricature artists. Additional electrical requirements—such as for bands, stage lights, large booths, margarita machines and equipment requiring dedicated circuits—will require a museum electrician on site to handle the set up and take down of electrical needs. An electrical walk through is required at least two (2) weeks prior to the event. The museum will have the final determinant on electrical requirements and services required. A \$45 per hour fee will be charged for set up, troubleshooting and take down. Ask the Event and Advancement Coordinator for more details.

Exhibits

- Exhibits, artifacts and cases are **not** to be relocated!
- Changes and/or renovations to the exhibits are continuous and may differ from initial site visit.

Fundraisers

Fundraising events are not permitted on University property. Such events include but are not limited to events for political causes, parties or candidates; foundations; religious causes; or silent or live auctions.

Height Limitations!

The Dome Show Theater screens are very fragile. Decorative backdrops, lighting or sound equipment cannot exceed 11 feet in height. Care must be taken to ensure all equipment in the Dome Show Theater is secure. Any variance from this policy must be addressed on a case-by-case basis. Should third parties damage museum property, the client will be held responsible. See subcontractors (Third Parties) section for more details.

Indemnification

The client is granted the use of the facilities with the understanding that he/she assumes full responsibility for any loss or damage resulting from such use and agrees to hold harmless and indemnify The University of Texas at San Antonio, The Institute of Texan Cultures, and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents as to any loss or damage or claims out of such use.

Invitations & Advertisements

- The Event and Advancement Coordinator must review all copy for invitations, advertisements, brochures, programs, etc. prior to printing.
- Please provide a draft at least six (6) weeks prior to the event.
- The proper title when identifying or referring to the facility is: **Institute of Texan Cultures**
- **The proper address is : 801 E. César E. Chávez Boulevard**

Joint Sponsorship

- Groups hosting a meeting and/or event in conjunction with UTSA **may** qualify for Joint Sponsorship. Qualifying groups receive a discount on room/space rate only. Discount does **not** apply to additional options such as audiovisual, parking, catering, etc. *Discount **not** applicable to rental of outdoor spaces and galleries.
- **An application process requesting Joint Sponsorship is required.** Ask the Event and Advancement Coordinator for details.

Nonprofit and Educational Groups

Nonprofit organizations may qualify for a discount. Clients must provide proof of 501c3 status. Discount applies to room/space rate only. Discount does **not** apply to additional options such as audiovisual, parking, catering, etc. *Discount **not** applicable to rental of outdoor spaces and galleries. Ask the Event and Advancement Coordinator for details.

Outdoor Rentals (Patios, Verandas & Back 40)

The museum reserves the right to cancel an outdoor scheduled event based on current weather restrictions. The safety of guests, employees and vendors is of the highest priority. These circumstances are very rare but as a University museum, we reserve the right to cancel any and all events scheduled at such times as mandated by the University and/or museum Executive Director.

Parking

Paid parking for meetings and events is available in the parking lots adjacent to museum. The Event and Advancement Coordinator will work with the client regarding parking fees and details. *UTSA permit holders may park in designated staff lots if space is available.

Photo Shoots

Hired professional or amateur photographers, taking formally posed, portrait-type photographs or formal photo shoots on the museum grounds must be approved in advance by the Facility Rental office. At all times, the preservation of the museum and its collections is the primary consideration. No activity will be allowed which could damage the museum or its collections. It is therefore essential that photographers and crew members comply with the following rules while utilizing our buildings and grounds.

The museum reserves the right to approve the content of all photo shoots in advance.

When applicable, photographers are solely responsible for obtaining appropriate releases from participants.

Fees: A \$50 fee will be charged to the photographer providing professional photographic services for each occurrence. Additional charges will be incurred if there is a need for additional museum staff support.

Scheduling: Photo shoots must be requested and scheduled with at least 7 days notice. It is the responsibility of the photographer to complete, sign, and return the Photography **Registration and Agreement** for such request. Scheduling must be approved by the Events and Advancement Office in advance. Walk-ins will not be accepted. Schedule accordingly at 210-458-2275, or email ITCFacilityRental@utsa.edu.

Property of Client

The client is responsible for their supplies, goods and/or personal property. The client is granted the use of the facilities with the understanding that he/she assumes full responsibility for any loss or damage resulting from such use and agrees to hold harmless and indemnify The University of Texas at San Antonio, The Institute of Texan Cultures, and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents as to any loss or damage or claims out of such use. Supplies and equipment must be removed from the venue in a timely fashion no later than one (1) hour following completion of the event unless prior arrangements have been made.

Rain Plan (for an event scheduled at another off site venue)

Use of the museum's facilities as a rain plan must be requested and approved by the museum's Executive Director. A nonrefundable rain plan fee of \$1,000 must be paid within 60 days in advance of the event. If the event takes place at the museum, full rental fees will be assessed. Final notice is dependent upon event size and preparations required, most events will require notice by 12 pm the day before. Unless it is a weekend event, in which case notice must be provided no later than Friday by 9 am. The \$1,000 deposit will be applied to the balance. **Note: Docents and The Museum Store are not available for Rain Plan options.** Contact the Event and Advancement Coordinator for details, prices and notice deadlines.

Security

- Security will be provided by UTSA PD and is included in the rental fees of the facilities. Extraordinary set-ups, special requests and/or client requirements may necessitate additional security personnel. In such cases, the client is responsible for the additional security costs. An estimate will be provided.
- If, for any reason, **a client requires special security, advance** permission must be obtained from the Institute of Texan Cultures. Such security personnel must identify themselves to museum security immediately upon arrival. Ask the Events Advancement Coordinator for security fees and minimum hour requirements.
- **Security does NOT enforce guest access or provide personal security services.**

Smoking Policy

Smoking is not permitted in the building. There are designated smoking areas outdoors.

Subcontractors (Third Parties)

- The client may **not** contract with third parties such as entertainers, stage sound, light, special effects or **any** other services without full disclosure of requirements and prior written approval from the Institute of Texan Cultures. **If such services are approved, clients are responsible for providing each Third Party with the Institute of Texan Cultures' "Third Party Services Terms and Conditions" document. The client is responsible for returning the signed form(s) to the Institute of Texan Cultures at least 2 weeks prior to the event.**
- It is the responsibility of the client to ensure property is left as it was found. Should third parties fail to clean up properly as stated in the "Third Party Services Terms and Conditions" document, a **\$250 clean up fee** will be billed to the client.
- The client is contracting for the use of the facilities. It will be the client's responsibility to pay for repairs of any damage(s) that arise in connection to their event.

Walks/Runs on Museum Property

- Permission to host walks or runs on museum property must be submitted in writing at least 2 months prior to the event date.
- Each request is handled on a case-by-case basis based on event details including but not limited to: the route being requested, the number of attendees, the time of day, etc.
- Rental rates may vary and are handled on a case-by-case basis.
- Clients must provide proof of liability insurance and name the **Institute of Texan Cultures** as "additionally insured" on the certificate of liability. Certificates must be submitted at least 2 weeks prior to the event date.
- The museum reserves the right to cancel an outdoor scheduled event based on current weather restrictions. The safety of guests, employees and vendors is of the highest priority. These circumstances are very rare but as a University museum, we reserve the right to cancel any and all events scheduled at such times as mandated by the University and/or museum Executive Director.

Weapons

In accordance with the Texas Penal Code, Section 46.04, it is illegal, punishable as a felony, to go onto the premises, including the grounds, of an educational institution with a firearm, including a handgun.