



Thank you for your inquiry to hold your event at the Frye Art Museum. Please review the Terms and Conditions for Group Admission/Private Showings and the Special Events Guidelines. Below you will find a guide in which your paper work will be processed, deposits will be made and meetings scheduled, to make your event a successful one here at the Frye Art Museum.

The Special Events Manager will call you and invite you to the museum for a tour and a planning meeting with our exclusive caterer The City Catering Company.

Please be prepared with 50% of your rental fee as a security deposit to hold your venue, date, and time. The remaining amount will be due seven days prior to your special event.

At this meeting we will do a walk-through of your event and go over your layout, audio visual needs and any questions that you may have.

The City Catering Company will help you customize the details of your event, including linens, flowers and hors d'oeuvres, and beverages.

Thanks again for considering the Frye Art Museum for your group admission/private showing or special event. If you have any questions, please call me at 206-432-8215 or email mcarter@fryemuseum.org

Sincerely,

Margaret Carter
Special Events and Facility Marketing Manager
Frye Art Museum
704 Terry Avenue
Seattle, WA 98144
206-432-8215
mcarter@fryemuseum.org



APPLICATION FOR SPECIAL EVENTS

APPLICATION INFORMATION:

Based on the information in this application, the museum will approve or decline the event. We will tentatively hold your date for up to 2 weeks. Please return the completed application within one week. If your event is approved, you will be invited to the museum for a planning meeting with the Special Events Manager. If you are using our exclusive caterer, The City Catering Company, they will also attend your planning meeting. A copy of your Certificate of Insurance and a security deposit of half your rental fee with your signed contract are required at the time of the meeting.

EVENT INFORMATION

Name of event _____

Date of event: _____ Number of Guests: _____

Artist/Speaker: _____ Information Phone: _____

Event will include (check those that apply):

- Meeting Performance Reception Workshop Lecture Film

Open to the Public: Yes No

Facilities requested:

- Auditorium Galleries Café Other areas may be available, please inquire

Hours needed:

Access to building at: _____ Cleanup and exit by: _____

Program begins at: _____ Program ends at: _____

CLIENT INFORMATION

Name of group: _____ Phone: _____ Fax: _____

Contact person: _____ Email: _____

Mailing address: _____

Organization type: For-profit Non-profit UBI #: _____

Property Tax Exempt (if checked, please attach a copy of your organization property tax exemption determination)

If not property tax exempt, please specify type of organization: Youth Organization Church School

Charitable Organization Performing Arts Organization Other (explain) _____

Does your organization earn more than 20% of its income from donations (time or money)? Yes No

Day of event contact: _____ Phone: _____

(Responsible for working with staff and completing post-event walk-through)



APPLICATION FOR GROUP ADMISSION/PRIVATE SHOWINGS

GROUP ADMISSION/PRIVATE SHOWING FEES

AUDITORIUM	Capacity	Hours	Price	Non-Profit Price	Food & Beverage
Museum Closed	142	4	\$800	\$650	Not permitted
Museum Open	142	4	\$650	\$475	Not permitted
FOYER + CAFÉ	Capacity	Hours	Price	Non-Profit Price	Food & Beverage
Museum Closed	110-160	4	\$785	\$685	Permitted
STUDIO	Capacity	Hours	Price	Non-Profit Price	Food & Beverage
Museum Open	50-75	4	\$600	\$450	Permitted
Museum Closed	50-75	4	\$650	\$450	Permitted
STUDIO + CAFÉ+ FOYER	Capacity	Hours	Price	Non-Profit Price	Food & Beverage
Museum Closed	230	4	\$1,500	\$1,150	Permitted
WHOLE MUSEUM	Capacity	Hours	Price	Non-Profit Price	Food & Beverage
Museum Closed	400	4	\$2,600	\$2,000	limited*

Additional building time: \$150/hr. for each hour above four hours.
 Additional custodial services will be determined on an as-needed basis.

FOOD & BEVERAGES/CATERING BANQUET EQUIPMENT

Do you wish to serve food?* Yes No

Do you wish to serve alcoholic beverages? Yes No

All catering for group admission/private showings is provided exclusively with the Frye Art Museum’s catering partner: The City Catering Company. They offer hors d’oeuvres, buffets, seated dinners, cocktail parties and more. Please contact Davey Wilkes for a quote.

Catering Partner:



The City Catering Company
citycateringcompany.com
 Davey Wilkes
davey@citycateringcompany.com
 (206) 721-0334

AUDITORIUM EQUIPMENT

Audio/Visual equipment is available at additional cost if applicable. Please check which equipment is needed for your event. An AV package is \$150 for 4 hours. This includes an AV technician for four hours.

Description:

- | | |
|--|--|
| <input type="checkbox"/> Stand-up microphone | <input type="checkbox"/> Wireless microphone |
| <input type="checkbox"/> Podium with microphone | <input type="checkbox"/> Basic auditorium stage lighting |
| <input type="checkbox"/> Laptop computer hook-up/projector | <input type="checkbox"/> Portable video projector |
| <input type="checkbox"/> Video player/tape cassette player/CD player | <input type="checkbox"/> Video/audio recording |
| <input type="checkbox"/> Slide projector/screen | <input type="checkbox"/> Auditorium video projector |
| <input type="checkbox"/> Baby Grand piano in the auditorium | |



SPECIAL EVENTS GUIDELINES

In order to help preserve and maintain our exhibits, please do not touch or move art objects. To further maintain the museum, no taping or tacking of decorations or meeting materials to walls, windows, or exhibits. Museum furniture and fixtures may not be moved.

Small musical groups providing background music can be used in pre-designated areas. Dancing and large musical groups cannot be accommodated for reasons of space and safety.

Signage, decorations, plants, flowers and display items and their installations must be approved in writing two weeks prior to the event. Many types of flowers and plants are prohibited such as bark, seed pods, pine cones, driftwood, evergreen branches with pollen stalks, ferns with spores, and catkins.

All food and beverages consumed in the museum must be purchased through the Frye Art Museum's Café or The City Catering Company, the Frye's catering partner.

Food and beverages may be consumed only in areas specifically designated in the catering proposal: Gallery Café, Auditorium foyer, Studio, and Courtyard.

Open flames are not allowed in the museum at any time.

The Frye Art Museum determines the number and type of security and other staff required for each event to ensure the proper treatment of the art and facility.

Anyone servicing an event, its set-up or its coordination must check in with security at the designated entrance. Parking is not available in the alleyway or loading dock area or on Terry Street in front of the Museum except for unloading purposes. Frye staff are not available to assist in handling or unloading equipment.

The wheelchair space in the Auditorium is reserved for disabled patrons and may not be used for additional seating. At no time can it be used for the storage of any goods or boxes.

The museum will not provide storage for any valuable items and is not liable for lost, stolen or damaged items.

In the event of a fire, injury or other emergency, you must notify security immediately and adhere to security department requests.

Smoking is not allowed anywhere in the museum.

Fire exits, hallways, and aisles cannot be blocked, and room capacities cannot be exceeded.

The museum reserves the right to distribute educational materials related to exhibitions or the Museum at your event.

If press and media coverage of the event is planned (including private photography), permission must be obtained in writing from the museum at least two weeks in advance.

The Frye Art Museum parking lot is free and has space for 45 guests in our visitor lot and 22 guests in our staff lot after hours.



TERMS AND CONDITIONS

The Frye Art Museum and the Licensee respectively agree to and shall observe and adhere to the following conditions:

1. Definitions. As used in the Terms and Conditions and the attached Agreement, unless the context otherwise indicates. "Licensee" means the organization or person named in the attached Agreement and its officers, employees, agents, representatives, any independent contractors employed by the Licensee and also patrons attending the Licensee's program. The Frye means the Frye Art Museum and includes the Museum property, facilities and equipment.

2. Security Deposit. Licensee's Security Deposit, made in the sum provided in the attached Usage Agreement, may be held by the Frye and applied to the payments due and owing from the Licensee and also to any loss or expense which the Frye may suffer on the Licensee's account, including without limitation:

A. Any additional charges for insurance, equipment, materials and services incurred by the Frye on the Licensee's behalf;

B. The cost of removal and storing any materials, equipment, or property erected or placed by Licensee and not removed by Licensee at the end of the event;

C. The cost of repair or replacement of any damaged Frye property.

Licensee's obligation to pay use fees, expenses, or damages is not limited to the amount of the Security Deposit, and Licensee agrees to indemnify and hold Frye harmless against all loss, expense and liability from acts or omissions of Licensee, his/her agents or his/her employees, or arising from or on account of the event under the attached Agreement.

3. Insurance. Without thereby limiting Licensee's agreements to indemnify the Frye contained herein, Licensee agrees to procure at its own cost and expense, public liability and property damage insurance to protect the Licensee, the Frye, and its Board of Directors, officers and employees from any claims for damage to property (including the Frye's property) and for all personal injuries, including death, which may arise from the use of the Facilities by the Licensee as follows:

A. A non-affiliated organization is required to name the Frye as *additional insured* and provide evidence of broad form comprehensive general liability coverage with limits of not less than \$1,000,000 for bodily injury and property damage and, if applicable, evidence of workers compensation coverage. Liability for damages shall not be limited to the face amount of insurance. The Licensee further agrees to supply a certificate of insurance that will include the dates of Facility use, the limits of coverage and the endorsement that the Frye is an additionally named insured. This certificate must be filed with the Frye Events Office at least five (30) business days before the Licensee occupies the Facility. Failure to provide said Certificate would result in the Licensee being barred from the Facility. All events require a certificate of insurance. To obtain a certificate, contact your insurance broker and ask for a Special Events Liability Certificate. If you do not have an agent try to contact a local retail agents to inquire about getting a Special Events policy for your event.

4. Control of Premises. In renting the Facilities to the Licensee, the Frye does not relinquish the right to control management of Frye facilities, nor, its title or right to possession or control thereof, the Frye and its representatives may enter any part of the Frye's facilities at any time and on any occasion. No unauthorized person(s) shall be allowed in the building during the event. The Auditorium or Galleries are not opened, nor does the event begin without the express permission of the Event Manager-in-Charge. At all times during the event, the Frye reserves the right to control and specify the lighting level or intensity and the nature and volume of sound amplification within the Facilities. The Frye uses its facilities year-round. Some of the Frye's activities occasionally require use of areas, working with outside vendors; in such case, every effort will be made by the Frye not to intrude on the Licensee's event.

5. Utilities. The Frye will make every effort to assure the provision of adequate electrical, heat, cooling, water, and other utilities and normal janitorial services but the Frye cannot be liable for failure to provide those services not within the Frye's control. Normal janitorial services include the sweeping of floors, emptying of wastebaskets, and replenishing of restroom supplies. Extraordinary utilities and/or janitorial services may be provided, but will be at the Licensee's expense.

6. Alteration or Defacing of the Facility. The Licensee will not cause or permit any nails, screws, pushpins, staples, thumbtacks or other instruments to be driven into any portion of the Frye facilities or its furnishings except as expressly granted in this Agreement. No signs are to be affixed to the interior or exterior thereof, by any means, tape included. The Licensee will not cause or permit any removal, changes, alterations, repairs, painting or staining of any part of the Facilities thereof, nor permit to be done anything that will damage or change the finish or appearance of any part of the facilities or furnishings or equipment thereof. Licensee agrees to pay the cost of repair of all injury or damage that may be done to Frye facilities or any of the fixtures or furniture thereof by the Licensee. It is expressly agreed that the Frye shall determine whether any damage has been done, the amount thereof, the reasonable cost of repairing same and, under terms of the Agreement, whether Licensee is responsible. The Frye's decision shall be final unless arbitrary, unreasonable or based on a mistake of fact or interpretation. Licensee's objection must be given in writing to the Frye Director within ten (10) days after being informed of such a decision.

7. Compliance with Laws and Regulations. The Licensee is subject to and agrees to comply with all applicable laws of the United States of America and the state of Washington, and ordinances of King County and the City of Seattle and rules and regulations of the Frye applicable to the facilities included and other Frye property, including:

- A. Any use or practice which would increase the risk of fire or hazard, including but not limited to exceeding the capacity of any Frye facility, refer to the Guidelines for further rules and regulations of the Frye;
- B. Any obstruction of the entrances or exits or aisles of any facility;
- C. Licensee's obligation to have or obtain a Business License from the City of Seattle;
- D. Licensee's obligation to pay applicable taxes, including but not limited to Washington State Sales Tax or City of Seattle Admissions Tax.

8. Representations and Warranties as to Program. Licensee agrees, represents and warrants that nothing contained in the program of the event shall:

- A. Violate or infringe upon any copyright, right of privacy or other statutory or common law or right of any person, firm, corporation or institution;
- B. Defame or be harmful to the reputation of any person, group, firm, or corporation or institution, including the Frye or its Board of Trustees;
- C. If broadcast rights are granted by this Agreement, shall not violate the Code of Good Practice of the National Association of Broadcasters.

9. Copyright/Royalties. It shall be the sole responsibility of the Licensee to obtain any and all appropriate performing rights licenses prior to any performance for which one or more performing rights licenses is required. The Licensee shall demonstrate satisfaction of the responsibility described above by submitting evidence of proper licensing to the Frye not less than two (2) weeks prior to the performance for which said license is required.

10. Assignment. Licensee agrees not to assign, transfer, convey, sublet or to otherwise dispose of this Agreement or its right to use the facility, to any person, company or corporation without the prior consent in writing from the Frye.

11. Impossibility. In the event that the facilities or any part thereof shall be destroyed, or damaged by fires or in any other case rendering them unfit for use, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Frye impossible, including (without limitation) Acts of God or any labor dispute, then and thereupon this Agreement shall terminate and the Licensee shall pay the use fee for the facility only up to the time of such termination, and the Frye shall refund all additional moneys as shall have been made

by deposit or use fee payments. Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated. The Frye shall not be liable to the Licensee or any third party for any consequential or business interruption damage as a result of such termination.

12. Indemnification. Except for the sole negligence of the Frye, it's Board, agents, and employees, Licensee shall indemnify, save and hold harmless the Frye and its Board, employees, agents, and officers:
A. Against any and all loss and/or damage to any and all part of the facilities including (without limitation) the furnishings thereof, which may occur during the event or, at any time, as a result of use by Licensee, Licensee's officers, agents, employees, independent contractors employed by the Licensee or others in any way connected with Licensee, including persons attending the event, and;
B. Against any claim of personal injury (including death) or infringement of personal rights, including (Without limitation) libel, slander, invasion of privacy, copyright infringement and damage to property which may occur at the time of the event or, at any time, as a result of use by Licensee or any person similarly connected with Licensee, and;
C. Against any claim of loss or damage by reason of any breach or failure of any agreements, representations and warranties contained herein, and;
D. Against all claims of any kind and nature arising from or in any other way connected with the performance or preparation of the event or the use by Licensee of the facilities, including (without limitation) claims for the repayment of taxes of any kind or nature.
E. Licensee hereby further agrees to assume, at its own expense, the defense of any of the aforesaid losses, damages or claims or of any action or actions based thereon and pay the reasonable fees and expenses of attorneys employed by the Frye to defend against any claim covered by this paragraph.

13. Limitation of the Frye's Liability to Licensee. In the event that the Frye should be or become liable to the Licensee under the terms of this Agreement or for any act, occurrence or default arising from or related to the event covered by this Agreement, the Frye's liability shall be limited to the amount of use fee and deposit payments made or payable hereunder, and in no event shall the Frye be liable to pay to the Licensees any sum greater than the payments received by the Frye from the Licensee under this Agreement.

14. Waiver of Subrogation. The Frye and Licensee agree to hereby waive all rights of recovery against the other and trustees, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such a loss of damage is insured against under any insurance policy which either may have enforced at the time of loss or damage. Licensee shall give notice to its insurance carrier that the forgoing mutual waiver of Subrogation is contained in this Agreement.

15. Fundraising. No fundraising for any other entity than the museum is permitted, without prior approval by the Director, and no commercial sales or transactions are allowed. The facility may not be used for religious or political activity.

16. Interpretation. Each and every provision, condition, and covenant and amendment hereof is a material part of the consideration for this Agreement, including (without limitation) those set forth and any amendments that are attached hereto. In interpreting this Agreement, Licensee acknowledges that it has read the contents of this Agreement, understands its terms, and agrees that this Agreement shall not be construed against the Frye because the Frye was the drafter of this Agreement.

Your signature below indicates that you have read the Guidelines for Group Admission/Private Showings and Terms and Conditions for Group Admission/Private Showings for the use of the Frye Art Museum and agree to comply with them.

Signature _____

Name (please print) _____

Organization Date _____

Event Title _____

Date of Event _____