



PIONEER MUSEUM
ARIZONA HISTORICAL SOCIETY



Arizona Historical Society Pioneer Museum

Flagstaff, Arizona

ARIZONA HISTORICAL SOCIETY
PIONEER MUSEUM
2340 N. FORT VALLEY ROAD
FLAGSTAFF, AZ 86001

Thank you for your inquiry about having your event at Pioneer Museum. Whether it is a family reunion, a birthday or anniversary party, workshop, or a sit-down dinner party, the Pioneer Museum may be the place for you.

Constructed in 1908 as the Coconino County Hospital for the Indigent, the main building and grounds were transformed into the Pioneer Museum in 1963. The setting is rustic and historic: a collection of century-old buildings among mature ponderosa pine trees and a backdrop of the foothills leading to the San Francisco Peaks.

Between 1908 and 1938, the Hospital housed and cared for the county's poor and sick. Known locally as the "Poor Farm," area farmers leased tillable lands surrounding the Hospital and surrendered a portion of their crop to county officials as payment. Today it serves as the main museum for the Northern Division of the Arizona Historical Society (AHS), dedicated to preserving and interpreting the history of Flagstaff and Northern Arizona. The museum features permanent exhibits on the historical development of the region and provides a glimpse into early ranching, homesteading, and lumbering. The museum also features limited-engagement exhibits that change during the year.

Attached you will find additional information about using our facilities and our policies & procedures. Additional resources to make your event complete (caterers, photographers, event planning, etc.) are found on the Flagstaff Convention & Visitors Bureau website www.flagstaffarizona.org

PLEASE NOTE:

1. A Special Use Contract must be filed with AHS Staff after approval of the event date.
2. A NON-REFUNDABLE \$50.00 Deposit must be submitted with contract.
3. AHS Rules and Regulations will be observed.
4. Event insurance is required.
5. Proposed changes to your schedule or activities must be pre-approved by AHS Staff.

Thank you again for considering the AHS Pioneer Museum as the venue for your special occasion. Please call me to set up an appointment to see our facilities and complete your application. (928) 774-6272.

Sincerely,

Jill Hough jhough@azhs.gov
Museum Operations Specialist

FACILITY RENTAL INFORMATION

Pioneer Museum is pleased to make its amenities available for your special event. To help you make your decision regarding use of the museum property, we ask that you study our guidelines carefully. Your cooperation is needed in complying with the following regulations to ensure the success of your event, the security of the facilities, and the protection of the surrounding historic environment. Please note smoking is not permitted in any of the museum buildings, including the Pioneer Museum Barn. Smoker Stations are located in the parking lot between the Doney Cabin and the Museum building and in front of the Museum and/or Barn.

Reservations

Reservations for wedding ceremonies, receptions, and other special events are on a first come first serve basis.

Reservation Fee/Non-Refundable Deposit

A reservation fee of \$50.00 is due at the time of booking. This fee is non-refundable and non-transferable.

Rental Hours

Outdoor areas can be reserved from 8:00am to dusk (no later than 8:00pm).

The Museum Building may be reserved for use from 5:30pm to 9:00pm.

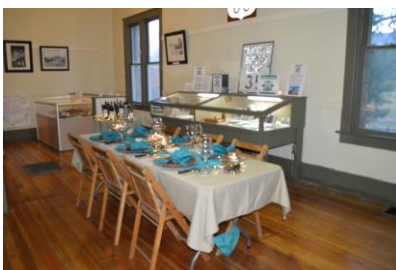
The Barn may be reserved from 8:00am to 8:00pm.

Rental Space & Inclusions

The primary areas available for use are the BARN, MUSEUM BUILDING, AMPHITHEATER, and GREGG CABIN. These sites are either equipped with, or have ready access to electricity. Restrooms are located in the Museum, and portable toilets are available seasonally (June through October) on the grounds.

Museum Building

This two-story building was the original Coconino County Hospital for the Indigent erected in 1908. Because of space taken up by museum exhibits, occupancy is limited. It has a capacity for 60 people standing or 20 seated. The main museum building is used during public hours as the main attraction housing exhibits and is therefore not available for use during regular hours of operation. These hours change seasonally, so please speak with AHS Staff regarding after-hours availability.



Pioneer Museum Barn (available seasonally)

The Barn is located in the rear of the museum property. The structure was erected in 1910 principally for the storage of hay harvested from surrounding agricultural fields that were part of the overall Hospital and Poor Farm operations. For those searching for the ultimate rustic backdrop for your event, the Barn is your choice. With roughly 1,200 square feet of interior space available, the Pioneer Museum Barn can accommodate up to 60 guests inside the building. To serve additional guests, reception tents, tables, and chairs can be set up just outside the building. The Barn may be reserved from 8:00am to 8:00pm.



Amphitheater/Doney Cabin

The Benjamin Doney Homestead Cabin dates to 1908 and was relocated to the Pioneer Museum in 1967 from Doney Park, northeast of Flagstaff and is adjacent to the Amphitheater. A modern amphitheater, accommodating 75 seated guests with room for additional chair seating and standing room, is located immediately behind the cabin. In addition, there are picnic tables adjacent to the amphitheater. Mature ponderosa pine trees surround this space, creating a shady and picture-perfect location for events such as wedding ceremonies and receptions. Electricity is accessible via extension cord from the back of the Museum Building. This area can be reserved from 8:00am to dusk (no later than 8:00pm).



Chuck Wagon and Pioneer Heirloom Garden Area

This area can be used in conjunction with the Barn for events. The Chuck Wagon can be used as a prop for photo opportunities—we require that guests **stay off the wagon**. This area can accommodate approximately 50 people seated and can be reserved from 8:00am to dusk (no later than 8:00pm).



Gregg Cabin (available seasonally)

This is the newest addition to Pioneer Museum’s collection of buildings and structures. Historic logs from the Jesse Gregg cabin (once located in the Cheshire neighborhood a few miles west of the museum) were repurposed to construct a new 650-square-foot building destined for classroom and rental space. The cabin is fully electrified and is available for seasonal use. The capacity of this two-room building with outside covered porch is 50.



Rental Fees & Payment Policy

Rental of the reservation area is billed for a 4 hour block of time, including set up and cleanup of the event. Please refer to Fees for complete cost information. Additional 1 hour blocks of time may be purchased prior to the event date at \$40.00 per hour.

Balance of all charges is due the day of the event. No tax or service charge will be applied to the rental fees. All deposits and payments may be made in the form of cash, credit cards, or debit cards. Advance payments may be made.

Completing a Special Use Contract is a TENTATIVE RESERVATION pending AHS Staff's approval (signature). A \$50.00 Deposit Payment must be submitted with the application. This payment will be returned to the applicant if the Special Use request is denied. Approved applications will have the NON-REFUNDABLE \$50.00 deducted from the Special Use fee.

Fee Schedule

\$150.00 for first 4 hour block of time (including your set up & clean up time)

\$40.00 for each additional hour

\$50.00 for use of each 10'X 10' canopy (includes set up and break down by AHS Staff)

Other fees may be applied if special needs are required.

Arizona Historical Society requires notification of schedule changes, attendance adjustments, cancellation, etc. at the earliest possible time. Some variance of event participant attendance is expected.

Reservations must be confirmed two weeks prior to the event. Confirmation allows Staff to review your specific needs and ensures that these needs are met. **Event fees are due on the day of the event.** Visa, MasterCard, or American Express are preferred methods of payment.

Cancellation Policy

If a cancellation occurs fewer than 30 days in advance of the event, all deposits and fees are non-refundable and no refund will be granted. Any cancellations made prior to 30 days before the event, will receive a refund for any fees paid, excluding the non-refundable reservation fee of \$50.00.

Parking Limitations

Because of the limited number of parking spaces on the museum property and along the main entrance road, event vehicles may be required to utilize designated parking areas beyond the museum property. If there is no event taking place at the Coconino Center for the Arts, the lot behind the Pioneer Museum Barn can be used. Parking in the Sechrist Elementary School lot must be coordinated with and reserved through Flagstaff Unified School District. Facility/parking lot rental fees and reservations are available at www.fusd1.org

Postponement of Event

Any change in the event date must be agreed to in writing by both AHS Staff and the client and will result in a modification of the contract price to conform to the current rates. In the event all parties agree to change the event date, all payments previously made towards the rental of the facility shall be credited toward any remaining or additional charges.

Inclement Weather

Pioneer Museum assumes no liability for inclement weather that affects the event or for any occurrence that may impact the event which is outside of our control. You are responsible for any additional rentals (any additional canopies/tents, etc.) to accommodate the needs of the event.

Event Representative

A responsible party must be designated as an Event Representative prior to the start of the event. It will be the responsibility of the Event Representative to be available to answer questions and assist AHS Staff in enforcing all rules and regulations and (s)he must check out with AHS Staff member at the end of the event before leaving the facility. (If the Event Representative becomes intoxicated at any point during the event, AHS Staff may terminate the event as a breach of contract.) The Event Representative must be at Pioneer Museum during the entirety of the event.

Behavior

Behavior or activities that are offensive, abusive, illegal or which may result in the endangerment of museum guests, personnel, visitors, collections or facilities are expressly prohibited. AHS Staff may request that individuals engaging in such behavior leave the premises. Staff may terminate any event at any time, if, in their reasonable judgment, the event endangers the museum, its guests, personnel, visitors, collections, or facilities. The client is responsible for the behavior of his or her guests, invitees, and agents while they are on museum property.

Insurance Requirements

The rental party (or permittee) is considered a **contractor** in the eyes of the State of Arizona and is required to have event insurance which can be obtained through an individual's own insurance company as an endorsement or through various event insurance companies. In addition to event insurance any vendors (caterers, etc.) used must have a certificate of insurance on file at Pioneer Museum. A \$2,000,000 liability policy is required which shall be endorsed to include the following additional insured language: *"The State of Arizona and Arizona Historical Society shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."* Please review the complete requirements at the end of this packet. Please ask Staff for a list of vendors already on file.

Vendor Selection

AHS provides only the venue and limited rental equipment (tables, chairs, canopies, etc.). All costs of food, floral, table linens, outside lighting, entertainment, and other features of the event are your responsibility. It is also your responsibility to advise AHS of vendors selected and key contact names and phone numbers to ensure compliance with State insurance statutes.

Alcoholic Beverages

AHS holds a State of Arizona Department of Liquor Licenses and Control (ADLLC) Alcoholic Beverage Government License for the Pioneer Museum premises. The holder of a government license may sell and serve spirituous liquors solely for consumption on the premises for which the license is issued, as per A.R.S. 4-205.03. The following ADLLC regulations must be followed by the rental party:

- ❖ All alcohol must be purchased by the licensee (AHS) and from a state procurement designated wholesale vendor [A.R.S. 4-243.01, 4-277(7)].
- ❖ A certified licensed bartender will be provided by AHS at a rate of \$12.00/hour. Payment for this service is incurred by the rental party.
- ❖ Personal alcohol is NOT allowed on the licensed premises [A.R.S. 4-244(39)].
- ❖ No alcohol will be served to persons under the age of 21.
- ❖ Beverage service must conclude at least 30 minutes prior to an event's ending time.

Fire and Safety

The museum reserves the right to examine all parcels. All fire regulations and laws concerning public use and safety such as no fireworks, sparklers, open fire pits, etc. shall be observed at all times. Please note the location of fire extinguishers and exits. During the course of event set-up or execution, entrances, exits, passages to exhibits, and administrative areas may not be blocked. Use of rental spaces must comply with State and local fire ordinances at all times.

Music

DJs, acoustic, and amplified music are permitted at Pioneer Museum. The volume of music must remain at a level satisfactory to guests and cannot exceed 80 decibels. Please be mindful of the neighborhood across Fort Valley Road!

Photography

Photos are permitted throughout the museum property and inside the main museum building.

Deliveries (Personal and Rental)

All deliveries and pick-ups must be arranged with AHS Staff. Pioneer Museum does not have areas for the storage of personal belongings or rental equipment. Therefore, all deliveries of supplies and equipment must occur no sooner than the day before the event with advanced notice of time of delivery, unless special arrangements have been made prior to the event. Deliveries and pick up of rental equipment must be made during park operating hours. AHS Staff will not sign for personal or rented supplies and equipment. If a vendor requires a signature upon delivery, a responsible party must be available to sign the delivery slip. Neither AHS nor Staff are responsible for loss or damage to property brought onto the premises and are not responsible for set up and breakdown of any rental equipment. All rental equipment must be scheduled for pick up by the end of the event, unless special arrangements have been made prior to the event.

Equipment belonging to AHS Pioneer Museum

Tables and chairs are included in your rental fee, although you are responsible for set up and break down. The Museum's canopies require an additional rental fee which includes set up and break down by AHS Staff. You are responsible for ensuring that vendors provide sufficient extension cords, generators, etc. to cover the event's electrical needs.

Pioneer Museum has the following equipment available for your use during your event:

Folding chairs: 65 metal and 35 wooden folding chairs

Tables: 6 – 8 ft. tables; 4 – 5 ft. tables (the use of tablecloths is recommended)

Canopies: 6 – 10'X10' White – **Additional fee required; \$50.00 per unit per event**

Patio Heaters: 2 – **Additional fee required; \$50.00 per unit per event**

Decorations

No physical alterations may be made to any part of the Museum's facility or property. The use of staples or push pins is prohibited on historic structures. No doorway or public corridor may be blocked in any way.

Clean Up

You are responsible for returning the rented area to original condition. All rental items, decorations, flowers, personal belongings, etc. must be removed from the public areas immediately following the event, unless otherwise arranged with AHS Staff. Tables and chairs belonging to Pioneer Museum must be returned to the designated location. The AHS Staff will not be responsible for the set-up or take-down of equipment (except for canopies). Any decorations or personal items remaining from the event will be removed by AHS Staff and may be destroyed, sold, or otherwise disposed of without any liability to Arizona Historical Society. If any damage or theft has occurred, it will be noted and signed by the Event Representative before leaving the facility. If the damage is found the morning after the event, the client will be contacted immediately. AHS will determine the amount to be billed to the client. Charges for unusual clean-up after the event will be billed to the client.

Pets

Pets are permitted on the park grounds on a leash but not in buildings. Pet owners are responsible for cleaning up any pet waste.

Smoking

Smoking is permitted only in designated areas.

Museum Staff

A member of the Pioneer Museum Staff will be on premises throughout your event. Museum Staff will provide assistance to ensure the event meets specifications outlined in the Special Use Contract.



POLICIES & PROCEDURES SUMMARY

Special Use requests may be submitted up to one year prior to the date of the event, but no less than two weeks preceding the date. The special use contract and any changes to the contract must be approved by AHS Staff.

Staff will monitor all Special Use activities to ensure compliance with Arizona State Laws. The Event Representative must inform vendor services of AHS policy and procedures regarding cleanup, equipment removal, and Staff inspection deadline.

- 1) Events must terminate by dusk or 8:00pm in outdoor areas and by 9:00 p.m. in the Museum building.
- 2) The rental party is responsible for event set up and clean up.
- 3) All foodstuffs, decorations, equipment, etc. must be removed from museum property by the end of the rental time period. All decorations must be portable and free-standing. No fixtures or other decorations may be planted or attached to the historic structures.
- 4) Smoking is not permitted in buildings.
- 5) Alcohol is permitted, but can only be purchased through and sold by AHS, as the entity holding the ADLLC Government Liquor License for the premises. No outside or personal liquor is allowed.
- 6) Vegetation, wildlife, rocks, artifacts, buildings, structures, and objects must not be damaged in any way.
- 7) Sound producing devices must be kept at a reasonable level to avoid disturbing the neighborhood.
- 8) Parking is available on the museum property, and if available, at Coconino Center for the Arts. Parking at Sechrist School is by FUSD permit only.
- 9) The standard for an event's successful ending is simple: **The use area must be returned to its original appearance and condition AND the event executed in a manner complimenting the integrity of the Pioneer Museum property.**

INDEMNIFICATION CLAUSE

Permittee/Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee/Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such permittee/contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee/Contractor from and against any and all claims. It is agreed that Permittee/Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Permittee/Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Permittee/Contractor for the State of Arizona.

This indemnity shall not apply if the permittee/contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Damage (Any one fire) \$ 50,000
- Liquor Liability (if alcohol is being sold) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and Arizona Historical Society shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. The policy shall be endorsed to include Liquor Liability coverage if alcohol is being sold at the event.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Arizona Historical Society shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”*

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona Historical Society, 1300 N. College Ave., Tempe, AZ 85281 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Historical Society, 1300 N. College Ave., Tempe, AZ 85281. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

LOCAL LAWS AND ORDINANCES

The client must comply with the terms of the agreement and all applicable laws and ordinances of the State of Arizona, Coconino County, and City of Flagstaff. Failure to do so will result in forfeiture of all payments. Such failure will give Arizona Historical Society just cause for refusing to rent the premises in the future.



SPECIAL USE CONTRACT

Date of Event: _____

Name _____ Phone _____

Address _____

Event Representative _____ Phone _____

Time/Schedule:

Set up _____
Event _____
Inspection _____

Rehearsal (if applicable, must end by 4p.m.):

Date _____ Time _____
Number of participants _____
Early Set up of Chairs: YES / NO

Number of Participants: _____ Areas of Property Requested: _____

Museum Furniture Requested: _____ tables _____ chairs _____ canopies

Caterer Name: _____ Phone _____

FEE SCHEDULE

Area Reserved	4 hour block of time	\$150
	\$40.00 per additional hour of time	
Additional Fees		
Beer/Wine purchase	Prices vary	
Bartending Service	\$12.00 per hour	
Canopies	\$50.00 per unit per event	
Patio Heaters	\$50.00 per unit per event	
Total Special Use Fee		
Non-Refundable Deposit	Receipt # _____ Date _____	-\$50
Balance Due		
Additional Payment	Receipt # _____ Date _____	
Balance Due		
Additional Payment	Receipt # _____ Date _____	
Balance Due		

Event Details & Notes

Initial & Date: Submitted By: _____ Confirmed By: _____
 Added to Customer List _____ Credit Card information added to Customer info _____

Policies & Procedures

Special Use requests may be submitted up to one year prior to the date of the event, but no less than two weeks preceding the date. The special use contract and any changes to the contract must be approved by AHS Staff.

Staff will monitor all Special Use activities to ensure compliance with Arizona State Laws. Vendor services must be informed by the client of AHS policy and procedures regarding cleanup, equipment removal, and Staff inspection end-of-event deadline.

- 1) Events must terminate by dusk or 8:00pm in outdoor areas and by 9:00 p.m. in the Museum building.
- 2) Client is responsible for event set up and clean up.
- 3) All foodstuffs, decorations, equipment, etc. must be removed from museum property by the end of the rental time period. All decorations must be portable and free-standing. No fixtures or other decorations may be planted or attached to the historic structures.
- 4) Smoking is not permitted in buildings.
- 5) Alcohol is permitted but must be purchased from AHS Pioneer Museum as the AZ Liquor License holder.
- 6) Vegetation, wildlife, rocks, artifacts, buildings, structures, and objects must not be damaged in any way.
- 7) Sound producing devices must be kept at a reasonable level to avoid disturbing the neighborhood.
- 8) Parking is available on the museum property, and if available, at Coconino Center for the Arts. Parking at Sechrist School is by FUSD permit only.
- 9) The standard for an event's successful ending is simple: **The use area must be returned to its original appearance and condition AND the event executed in a manner complementing the integrity of the Pioneer Museum property.**

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

_____ Date _____
Responsible Party/Contractor

_____ Date _____
AHS Pioneer Museum Staff