

FACILITY USE FEES

Rates are based on a four (4) hour package. Additional building time available at \$150/hour. Additional Security staff and/or custodial services determined on an as-needed basis.

| Facility | Food & Beverage | Capacity | Museum Open/Closed | Hours | Facility Use Fee | Non-Profit / Member** Fee |
|--|-----------------|----------|--------------------|-------|------------------|---------------------------|
| FOYER + GALLERY CAFÉ | Permitted | 160 | Closed | 4 | \$785 | \$685 |
| AUDITORIUM | Not permitted | 142 | Open | 4 | \$650 | \$475 |
| | | | Closed | 4 | \$800 | \$650 |
| ART STUDIO | Permitted | 75 | Open | 4 | \$600 | \$450 |
| | | | Closed | 4 | \$650 | \$450 |
| FOYER + GALLERY CAFÉ + ART STUDIO | Permitted | 230 | Closed | 4 | \$1,500 | \$1,150 |
| WHOLE MUSEUM WITH GALLERIES | Limited* | 400 | Closed | 4 | \$2,600 | \$2,000 |

*Food and beverage service is limited to designated areas of the Museum and is not permitted in the Auditorium or Galleries.

**Discounted rate offered to Members at the Supporter Level (\$150) and above.

SPECIAL EVENT GUIDELINES

Event Hours:

The Museum Foyer, Gallery Café, and Galleries are available for private events when the Museum is closed to the public. The Auditorium and Art Studio are available for use during most public hours as well as after Museum closure.

While the Facility is reserved exclusively for your event, the building may be open to the public during Museum hours during set-up.

Fees:

Rates shown are for events up to four (4) hours in length, including set-up and clean-up time. The event duration may be extended at an hourly rate of \$150. Events that exceed their designated time will incur additional costs at an hourly rate of \$150. Use of the Baby Grand Piano in the Auditorium will incur an additional \$200 fee.

Non-profit organizations and Museum Members at the Supporter Level and above enjoy a discount on Facility use fees.

All prices and conditions are subject to change without notification until the booking deposit is received.

Payment Schedule:

A Refundable Security Deposit of \$250 is required at the time of booking. Unless the Frye decides to retain the Refundable Security Deposit and submit a written explanation of the decision upon completion of the event, the Refundable Security Deposit will be refunded within two (2) weeks after the event date. A 50% Booking Deposit (min. of \$225), applicable towards the total charge of the event, is due upon signing of the Agreement. The remaining balance is due four weeks prior to the scheduled event. Payments may be made by check or credit card. No date shall be deemed reserved until the booking deposit is received and transacted by Frye Art Museum.

Cancellation and Postponement:

In the event that the Licensee cancels or postpones the event, all fees are fully refundable up to eight (8) weeks prior to the scheduled event date. The Booking Deposit will be retained for cancellation and postponement requests received between eight (8) to four (4) weeks and full charges will be assessed for events canceled or postponed within four weeks of the event date.

All cancellations and postponements must be submitted in writing. Cancellation or postponement due to weather is non-refundable. In the event that the Museum is closed due to weather, any payments made may be applied to a future date for rebooking the event.

Frye Art Museum reserves the right to cancel your event and retain your Booking Deposit if the balance is not received and all event details are not confirmed two (2) weeks prior to your event.

Personnel:

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. If Frye Art Museum determines that an event warrants extra Museum Personnel and/or Security, the cost will be provided to Licensee prior to the event and the Licensee is responsible for paying associated charges.

Parking and Deliveries:

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 Museum hours.

Deliveries and pick-ups must be scheduled through the Museum Representative. 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 Avenue in front of the Museum except for unloading purposes. Frye staff is not available to assist in handling or unloading equipment.

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

Catering:

All food and beverage service, including alcohol, must be provided and served exclusively through the Frye Art Museum's catering partner, The City Catering Company. Outside food or catering is not permitted. Exceptions may apply if our catering partner cannot meet the dietary needs of the Licensee and guests. The Licensee must be prepared to meet all catering-related costs.

A 10% food and beverage commission is assessed by The City Catering Company and paid to Frye Art Museum.

Food and beverages may be consumed only in the Foyer, Gallery Café, Courtyard, and Art Studio. No food or beverages are permitted in the Auditorium and Galleries.

Artwork and Décor:

The artwork of the Museum changed frequently. We cannot guarantee that the exhibitions will not change between the time of booking and the event.

In order to help preserve and maintain our exhibitions, please do not touch or move art objects, including cases, vitrines, and pedestals. Taping or tacking of decorations or meeting materials to walls, windows, or exhibits is not permitted in any Facilities. Museum furniture and fixtures may not be moved.

Signage, decorations, plants, flowers, and display items and their installations must be approved in writing by the Museum Representative two (2) 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.

Aerosol, glitter, confetti, stickers, and helium balloons are not permitted on the premises. Electric votives are permitted.

Vendors:

All programming elements are to be cleared through Frye Art Museum. Décor, lighting, audio/visual needs, entertainment, performers, rental equipment, etc. must be approved by the Museum Representative at least two (2) weeks prior to the event.

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

Publicity and Photography:

All printed and digital invitations, event listings, and/or documents that reference or describe Frye Art Museum, including logo, must be approved by the Museum Representative prior to being printed and/or distributed.

If press and media coverage of the event is planned, including private photography or videography, permission must be obtained in writing from the Museum at least two (2) weeks in advance.

Photography and videography for personal, non-commercial use are allowed in the Foyer, Gallery Café, Art Studio, and Auditorium.

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

ADA & Fire Code:

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.

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, including the Courtyard.

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

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

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. **Refundable Security Deposit:** Licensee's Refundable Security Deposit, made in the sum provided in the attached 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 Refundable Security Deposit, and the 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 Trustees, 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 worker's 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 two (2) weeks 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, contact a local retail agent to inquire about getting a Special Events policy for your event.
4. **Control of Premises:** In renting or providing use of 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 while working with outside vendors. In such cases, every effort will be made by the Frye to not 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 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 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, 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 agreed 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 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, its 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.

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 and no commercial sales or transactions are allowed without prior approval by the Director. The Facility may not be used for religious or political activity.
16. **Interpretation:** Each and every provision, condition, 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.