

FACILITY USE POLICIES

In keeping with the American Quarter Horse Foundation's ("Foundation") mission to maintain awareness of the historical significance of the American Quarter Horse and to cultivate future enthusiasts, the Foundation allows usage of its Hall of Fame & Museum facility ("Museum") to Friends of the Museum members (hereafter referred to as the "User") for special events.

1. General Guidelines:

- a. Events held at the Museum shall be open to guests of the User only and not open to the general public.
- b. The philosophical views or objectives of the User do not necessarily have to reflect those of the Foundation and the American Quarter Horse Association ("AQHA"), but they must be compatible with the views of the Foundation and the general interests of AQHA Members.
- c. The Foundation is a 501(c)(3) organization as described in the Internal Revenue code and your contribution is tax deductible to the extent of the law. However, to comply with Treasury Department regulations, we inform you that any U.S. federal tax advice contained in this document (including any attachment) is not intended to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.
- d. Tobacco of any kind is prohibited in the Museum. Designated outdoor smoking areas are provided for use by guests.

2. Food/Beverage:

- a. User is responsible for coordination of refreshments if scheduled, and clean-up of reserved areas. If these items are not taken care of by the User, the expense of these tasks will be charged to User's security deposit. The Museum will be made available at 3:00 pm on the day of the event for set up, unless special arrangements are made otherwise. User is responsible for informing the Foundation of ALL details of the event one week prior to event or the event is subject to cancellation.
- b. The Foundation does not provide food service or make arrangements for food service. Museum staff will provide a list of approved caterers who are familiar with the facility. The catering kitchen must be used for food preparation. User and User's caterers are responsible for all cleanup of the food preparation facility.
- c. All alcoholic beverages will be the responsibility of the User and may only be provided free of charge, not sold, to invited guests of the User. The Foundation accepts no liability for the actions of the User or User's group/guests at alcohol related events. All TABC rules apply. Guests must be 21 years of age to consume alcoholic beverages on the premises. A TABC licensed bar tender is required to serve all alcohol. To serve alcohol at an event, the caterer must possess a license to serve. At least one off duty Police Officer is required on site when alcohol is served and will be hired by the Foundation. If User provides alcohol, User assumes all responsibility.

- d. Grilling and/or frying are not permitted inside the Museum. Grilling and/or frying outside the Museum are subject to the Foundation's prior approval.

3. Decorations:

Due to the priceless nature of the Museum's artifacts, all decorations must be approved by reservation staff.

- a. Museum exhibits and décor shall not be moved by the User.
- b. Due to excessive cleanup requirements, glitter, confetti, sand and other similar substances are not permitted in the Museum.
- c. Burning candles are not permitted.
- d. Visual aids may not be affixed to the walls

4. Equipment use:

- a. A limited number of tables and chairs are available. Additional tables and chairs may be secured from a third party and delivered to the Museum. Due to liability, Museum staff is not responsible for setting up these chairs and tables. Also available are a podium, bar (if requested) and available AV equipment. Please ask for a current list of available equipment.

5. Facility Times:

- a. User may have one free use of room(s) annually depending on User's level of giving and secured when Facility Use Agreement & Policy has been signed and returned.

| ROOM | AVAILABLE TO | TIMES |
|--|------------------------|---|
| Margaret Haines Reading Room | Silver and Gold Levels | Monday through Friday, 8:00 am – 5:00 pm |
| Kenneth Banks Theater | Bronze and Gold Levels | Monday through Saturday, 5:00 pm – 9:00 pm |
| Scharbauer Gallery & Jana and Johnny Trotter Classroom | Silver and Gold Levels | December 1 through February 1, Monday through Saturday, 5:00 pm – 9:00 pm (some restrictions apply) |
| Grand Hall/Full Facility | Gold Level | Monday through Saturday, 5:00 pm – 11:00 pm (some restrictions apply) |

**American Quarter Horse Hall of Fame & Museum
Facility Use Agreement**

Day and Date of Event: _____

Arrival Time: _____ Departure Time: _____

Number of Visitors: _____ Giving Level: _____

Name of Event: _____

Contact Information

Contact: _____ Organization: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Address: _____

Facility Use Policy

The undersigned User does hereby acknowledge that he/she has previously been furnished a written copy of the American Quarter Horse Hall of Fame & Museum Facility Use Policies, which is incorporated herein by reference and made a part of this Facility Use Agreement for all purposes. By the execution of this Facility Use Agreement, the undersigned agrees to fully and completely comply with all the terms and conditions of such facility use policy. The undersigned also agrees that he/she will incur a fee if facility is used longer than the allocated time.

USER ASSUMES ALL RESPONSIBILITY FOR INJURY AND DAMAGES AND RELEASES FOUNDATION FROM ALL LIABILITY ASSOCIATED WITH LOSS, PERSONAL INJURY, OR DEATH RELATED TO THE USE OF THE MUSEUM. USER ACCEPTS THE FACILITY ON AN "AS IS" BASIS AND ASSUMES ALL RISK OF PERSONAL INJURY OR PROPERTY LOSS SUSTAINED BY USER'S ATTENDEES WHILE ON PREMISES, AGREEING TO INDEMNIFY AND HOLD THE AMERICAN QUARTER HORSE FOUNDATION AND THE AMERICAN QUARTER HORSE HALL OF FAME & MUSEUM HARMLESS FROM ANY AND ALL LIABILITY WHENEVER OR HOWEVER ARISING, FROM THE EVENT BEING CONDUCTED ON THE AMERICAN QUARTER HORSE FOUNDATION'S PREMISES.

Use of the premises may be terminated at any time the facility use agreement is violated or the actions of an individual or group are deemed damaging to the building, exhibits, art and artifacts, furnishings, or individuals, or conduct of attendees is unbecoming to the Museum's position in the community. The decision to terminate use of the facilities will be made by the staff person in charge of the event.

The Agreement must be signed and returned promptly to secure your use of the facility.

By the Signature Required:

I, _____, understand and will uphold the terms of this Agreement and the Hall of Fame & Museum's facility use policies.

Fax to: 806-376-5807 Attn: Reservations

Email to: museum@aqha.org Attn: Reservations

Mail to: AQH Hall of Fame & Museum, Attn: Reservations, 2601 I-40 E, Amarillo, TX 79104