



Rental Agreement

The New York State Education Department (NYSED) has several facilities available for rent. Fees for rental of the NYSED facilities at the Cultural Education Center (CEC) are reviewed periodically and are available from our Office of Facility Use. By hosting or participating in an event at the CEC, you and your guest have given permission for any photographs or videos taken to be used in the NYSED publications.

Because of the uniqueness of the collection and facility, NYSED does not allow any activity or event that may result in damage or disturbance to the collection or facility. All activities, events or entertainment at the CEC must be appropriate for the facility and be approved in advance by NYSED. The Renter must meet with the CEC Event Coordinator to walk through the venue in order to discuss logistics, floor plans, deliveries and facility concerns prior to the event

Prohibited Events

- Political fund raising events
- Events that, in the opinion of the Coordinator of the CEC facilities, may present a risk to the public, rental facility or exhibits, or may be, in the opinion of NYSED Management, an inappropriate use of the facility

Payments

Upon receipt of this contract from the renter, a 25% deposit of the total rental fee is due, to hold the venue for your event. The total fee is due two (2) weeks prior to your event, make checks out to the New York State Education Department. Please send the agreement and deposit to:

Office of Conferences & Special Events
Attn: CEC Event Coordinator
Room 3025 CEC
Albany, NY 12230

If a cancellation occurs, the full deposit is refundable up to 3 months before the event, after that 50% of the deposit is refundable, unless the cancellation is within the last two weeks of the event, then the full value of the event fees will be withheld.

Liability Insurance

The Renter is responsible for any and all damage to the premises, equipment or property and will be held liable for all actions, behavior and damages caused by event attendees. Applicants requesting facility use for receptions, banquets, parties and similar events are required to provide an original copy of a certificate of insurance providing public liability and property damage insurance in an amount not less than \$1,000,000 per occurrence and naming the New York State Education Department as additional insured. Proof of liability insurance is required and due four (4) weeks prior to your event.

Indemnity

In addition, the Renter agrees to indemnify and hold harmless the New York State Education, it's offices, employees, and staff working on its behalf, from any and all claims, actions, suits, costs, damages and

liabilities resulting from breach of this agreement, negligent actions, or omissions or willful misconduct, of the Renter and the Renter's guests, invitees, agents and sub-contractors

Planned Activities During Rental

The NYSED retains the right to control activities of the Renter and Renter's guests in order to protect the CEC facilities, exhibitions and collections from harm. Due to strict conditions affecting the environment of the collections, NYSED controls the use and location of props and decorations such as spotlights, audio/visual equipment, displays, banners, ice sculptures, etc. The use of nails, staples, and the like on the walls of the CEC is strictly prohibited. NYSED does not allow the use of open flames including candles, gas burners or propane inside any NYSED building (sternos for catering are allowed if catering staff are supervising the sterno use).

Prior permission is required for each event to serve food and beverages; to bring in special equipment or decorations, to operate CEC equipment; to change the location of existing fixtures or furnishings, or to enter or exit CEC facilities other than through the main entry. There is no eating or drinking except in designated areas. Smoking is not allowed in the CEC or on CEC facility Grounds at any time

Deliveries and Pick-Ups

Deliveries to the CEC relating to the scheduled event may take place no sooner than 24 hours before the event and must be picked up within 24 hours after the event. Access to the loading dock must be arranged in advance in order to assure security clearance and space availability.

Set-ups and Dismantling

The facility opens at 9:30 a.m. and closes at 5:00 p.m. For morning events in public spaces, event set-up can begin one hour prior to the facility opening (9:30 a.m.) on the date of the event. For evening events in public spaces set-up can begin one hour prior to the facility closing (5:00 p.m.) on the date of the event. Spaces may be available for set-up earlier, in which case permission must be obtained in advance from the Office of Facility Use. Designated public areas of the CEC may be available for small groups during public hours.

The Renter is ultimately responsible for property belonging to the Renter's invitees, guests, agents and subcontractors. At the conclusion of the event, Renter is responsible for dismantling and removing all event related equipment brought into the CEC. All food and beverages must be removed from public areas. Renters must place all refuse in trash receptacles and remove trash to designated areas.

Security/Cleaning

Renters are required to abide by all of the security regulations of the New York State Education Department. This means not touching, moving, or in any way handling objects installed in the exhibition galleries.

Based on expected attendance, the NYSED will assign as many guards or other personnel as necessary to maintain the required degree of safety and protection during each function. These assignments will be made at the sole discretion of the Building Manager. All costs associated with security and cleaning staff will be the responsibility of the Renter. Facility occupancy limits must not be exceeded.

The NYSED reserves the right through its officers and employees to eject any person or persons from any portion of its Facilities for good cause the Renter hereby waives any right or claim for damages against the NYSED or any of its employees or officers resulting from such exercise of NYSED's authority through its employees and officers.

Catering

The NYSED has approved in-house catering firms available for CEC events. A list of approved caterers is

available upon request. All catering arrangements and expenses are the responsibility of the caterer. Alcohol may be served at private events. The Renter must provide a licensed bar caterer and is responsible for meeting all rules and regulations governing alcohol service. The disorderly use of alcohol or service to minors will not be tolerated. No alcohol may leave the premises of the CEC facility.

Force Majeure

If the event is rendered impossible or infeasible by destruction or damage to the facility, or by any act or regulation by any governmental body, civil tumult, strike epidemic, condition of war or any other condition determined by the NYSED to represent or constitute a threat to the safety of the public or intended audience or facilities, including but not limited to, the then current status of the state or federal alert systems, it is understood and agreed this agreement shall be cancelled and that there shall be no claim for damages by either party to this agreement. Should the event be canceled through a Force Majeure event, all Fees paid by the Renter to the NYSED will be returned to the Renter or the Fees may be used for a future event.

Authorization

The person(s) signing the Agreement on behalf of the parties each warrant that they are authorized to make agreements and to bind their principals to this Agreement.