

Wheeling Artisan Center Facility Use Policy

The Party of the Second Part identified on the attached BANQUET AND CATERING CONTRACT with River City Ale Works (River City) shall agree to and abide with the Wheeling Artisan Center Facility Use Policy Use Policy.

The Wheeling National Heritage Area Corporation, the managing operator of the Wheeling Artisan Center, extends the privilege to River City Ale Works to provide banquet and catered events under contract on the 3rd floor. The 3rd floor is defined as the Banquet/Special Events Hall on the north side, the Elevator Lobby on the east side, and the Loft Gallery comprised of the carpeted south side and the center atrium space on the west side.

It is to be anticipated by the Party of the Second Part, individuals and organizations contracting with River City for events on the 3rd floor, that art exhibits do take place in the Loft Gallery at any given time and shall remain in place throughout their exhibition period. The Wheeling National Heritage Area Corporation and the Wheeling Artisan Center carefully consider the content of the exhibits, and, therefore, the exhibits are appropriate for general public display.

At all times, exhibits scheduled in the Loft Gallery on the third floor of the Artisan Center shall receive priority and no deviation from this policy will be permitted. The primary concern is for the preservation of the art objects and exhibitions on display as well as the property. However, during the specified time of the function, the Loft Gallery will be closed to the general public for the exclusive use of the Party of the Second Part.

1. Objects on exhibit will not be touched or moved under any circumstances or to accommodate banquet and catered events. *Only employees of the Wheeling National Heritage Area are authorized to move artwork in an exhibit.* Breakage or damage to any property, including art objects is the full responsibility of River City and the Party of the Second Part, which must bear the replacement cost thereof. Any incident of this kind must be reported immediately.
2. Decorations and banquet set-up for events shall not be installed in the Loft Gallery area more than one (1) day before the actual event. (example: if an event is Saturday - set-up and decorating in the Loft Gallery may begin Friday unless another event is being held on Friday).
3. It shall be determined by the Wheeling National Heritage Area Corporation if security personnel are necessary to oversee the exhibit during an event. If so, the cost of the security personnel shall be the responsibility of the Party of the Second Part or River City and reimbursed to the Wheeling Artisan Center.
4. River City and the Party of the Second Part agree to fully indemnify and hold harmless the Wheeling National Heritage Area Corporation and the Wheeling Artisan Center, its employees and agents, from any claim, including but not limited to, personal injuries or property damages, arising out of the use of the property, also including all attorney's fees incurred in the defense of such claims.
5. River City and the Party of the Second Part further agree to hold the Wheeling National Heritage Area and the Wheeling Artisan Center harmless for loss or damage to the property of its guests or any injuries sustained by guests while on the Wheeling Artisan Center premises.
6. Whenever alcoholic beverages are served, River City and the Party of the Second Part are responsible for the use of alcohol at the event, including adherence to the laws of West Virginia, regarding use, liability and distribution.
7. Children must be monitored at all times to insure their compliance with all rules.

Party of the Second Part Initials _____

RCAW Initials _____

WNHAC Initials _____