



Explore Buffalo Presents, Doors Open Buffalo
Building Participation Agreement

WHEREAS, *Explore Buffalo, Inc.* is a 501(c)(3) tax-exempt organization whose purposes include promoting Buffalo and Western New York history, architecture and neighborhoods through quality education to learners of all ages ; and

WHEREAS *Explore Buffalo* operates *Doors Open Buffalo* with the purpose of inspiring greater appreciation for Buffalo's unique history and architecture through free public access to significant building interiors; and

WHEREAS _____ (**The Building**) wishes to participate in *Doors Open Buffalo*;

NOW THEREFORE, the parties intending to be so bound hereby agree as follows:

AGREEMENT

Date and Time of Event

_____ (herein after referred to as “the Building”) agrees to participate in *Doors Open Buffalo* (herein after referred to as “Doors Open” or “the Event”) by remaining open to the public on June 15, 2019 from 9:00 AM until 5:00 PM. ***Public hours may be adjusted with written notification, to serve as an addendum to this agreement, at least 3 months in advance of the event date. Doors Open strongly encourages the Building to remain open for the entirety of the Event in order to reach maximum exposure to the public.***

Event Staff

a.) Zone Coordinator:

The Building will be provided with a Zone Coordinator from *Doors Open*. The Zone Coordinator will be the Building’s primary point of contact prior and up to the day of the Event. The Building will attend one initial walk-through and one final walk-through with the Zone Coordinator to confirm Event logistics including those outlined in the Building Participation Checklist (attached).

b.) Building Coordinator:

The Building Coordinator will oversee Building Volunteers on the day of the Event and will report directly to the Zone Coordinator.

c.) Building Volunteers:

The Building will be staffed with a team of Building Volunteers on the day of the event. Building Volunteers will be assigned tasks such as greeting and counting visitors, crowd control, providing directions, and providing information to visitors about the Building's architecture and history. *Doors Open* encourages the Building to draw from its own pool of volunteers and staff to volunteer for the Event. If the Building requires *Doors Open* to provide more Building Volunteers, a request will be submitted by March 1, 2019. All Building Volunteers will report to the Building Coordinator on the day of the Event.

All Building Volunteers will attend a one-hour training session at *Explore Buffalo Inc.*'s headquarters located at 1 Symphony Circle, Buffalo NY 14201 so that all information presented during the Event is consistent. The training sessions will be offered at a variety of times approximately 1-2 months before the Event.

d.) Building Point of Contact:

The Building will provide one primary and one secondary point of contact to *Doors Open* for pre-planning purposes. If the point of contact for the day of the event differs from the pre-planning representatives, that contact information will be provided to *Doors Open* as outlined on the Building Questionnaire (attached).

Security and Liability

- a.) The Building will provide its own Security as it sees fit for the Event.
- b.) The Building will be responsible for securing spaces where the Building deems the public is not permitted.
- c.) The Building must provide a Certificate of Liability insurance with a limit of no less than \$1,000,000. The insurance policy must be in effect of the date and time of the event specified above, and must name *Explore Buffalo, Inc.* as an additional insured. An appropriate certificate must be delivered to the Project Manager no later than 21 days before the event, or if this agreement is signed within 21 days of the event, at such time as may be agreed upon by the parties.

Permissible Activities and Restrictions

- a.) *Doors Open* is free-of-charge to the public. It is not permissible to charge an admission fee to the Building during the Event.
- b.) It is not permissible to present any part of the Event in support of any partisan political organization.
- c.) The Building will inform *Doors Open* of its interior photography restrictions by March 1, 2019. The Building will provide signage and security relating to permissible photography.
- d.) The Building will allow *Doors Open* to place exterior signage on the Building's property to indicate that the Building is participating in *Doors Open*.

Indemnification

The Building agrees to indemnify and hold harmless *Explore Buffalo, Inc./Doors Open* from liability, claims, damage, loss or expense (including attorneys' fees and court costs) caused by the use of the Building during *Doors Open* (such as members of the public, musicians, caterers or others working with the Building during the Event) arising out of negligence of building owner.

Cancellation Policy and Events that Cannot be Reasonably Anticipated or Controlled

a.) Neither *Doors Open* or the Building shall be liable for damages, including consequential damages, for failure to perform in whole or in part by reason of events or effects that cannot be reasonably anticipated or controlled as defined in paragraph (b).

b.) The Building may cancel participation in the Event by giving written notice to *Doors Open* no less than three months in advance of the Event. Exception to advance cancellation are effects that cannot be reasonably anticipated or controlled including acts of God, fire, weather conditions, power failures, strikes, riots, embargos or regulations of the United States Government or any other civil or military authority, terrorist acts or any other condition beyond the reasonable control of *Doors Open* or the Building.

General Provisions; Definitions

a.) This agreement and its attachments constitute the entire understanding of the parties and may only be amended in writing signed by both parties.

The Building:

Representative/Owner Signature: _____ Date: _____

Printed Name: _____ Title (if applicable): _____

Organization (if applicable): _____

Building Name: _____

Street Address: _____

Email: _____

Phone: Mobile: _____ Office: _____

Explore Buffalo Presents, *Doors Open Buffalo*

Signature: _____

Date Agreement Confirmed (and Copy Sent to The Building): _____

Printed Name: Suzanne Ernst Title: Project Manager

Email: Suzanne@ExploreBuffalo.org Phone: Office: (716) 245-3032 Mobile: (347) 575-2045