



FACILITY RENTAL CONTRACT

Please thoroughly read contract. Fill-in requested information. Along with your Caterer, please sign the bottom of pages 1 – 7 verifying that you have read, understand, and agree to the terms stated on each page.

The Hickory Museum of Art’s mission is to preserve, exhibit and interpret historic and contemporary American art of the highest quality. The Hickory Museum of Art serves the interest and goals of the community and the region as an educational and cultural resource.

The Museum’s first responsibility is to support this mission. The safety of the art should be of primary importance to the Renters and their subcontractors. All Renters holding events at the Museum, and all subcontractors of the Renters, are required to respect the Museum’s policies and procedures.

All Renters and Caterers are required to read the following guidelines and to abide by them. The signature of the Renter on each page of this contract is the individual who is the Contact with the Museum Staff person responsible for supervising this event. If there are multiple Renters, then multiple signatures are required.

A. Rental Guidelines

I. Conditions

- Museum collections, exhibitions and programs take precedence over proposed use of Museum spaces by other groups.
- Any proposed restriction of access to Museum spaces during open hours must be approved in advance by the Executive Director.
- In the interest of safeguarding works of art, **exhibition elements may not be moved by the Rental Party/Caterers.** If arrangements are made in advance, Museum designated Art Handlers will move artworks for an additional fee (see attached Fee Schedule). Also, some galleries may be unavailable for rental for extended periods.
- Caterers must be HMA-approved, self-sufficient, and must park in HMA’s parking lot off Third St. NE. Caterers may not park on the street or in front of the Museum. Caterers may arrive as early as 3 PM to set up behind the scenes, but may not stage tables, etc. in public areas until the Museum has closed to the public at 4 PM. (This does not apply to Mondays, as the Museum is already closed to the public that day.)
- Groups that rent Museum space may publicize HMA as the location of a public event, but must be careful not to imply Museum sponsorship. Museum Staff must approve publicity, and any use of the Museum name.
- **The Executive Director must approve (in writing) in advance any special exceptions to any aspect of this policy.** If approval is not in writing, the Staff member on duty will follow standard operating procedures.

Renter(s) Signature(s)

Caterer’s Signature

II. Eligibility

- Individuals, organizations, corporations and government agencies are eligible to apply for use. Rental applicants must be Bronze Patrons of the Hickory Museum of Art or become Bronze Patrons (available for a \$100 one-year membership fee).
- Top priority will be given to cultural programs.
- Application does not guarantee approval.
- Specified prior approval is required in each instance of special use.
- All uses must be consistent with the preservation of the Museum's property and its collection; must not detract from HMA's public image or property and must be in accordance with the Museum's specific procedural guidelines.
- Prohibited uses include: events for partisan political or religious purposes; games of chance; fund-raising events not expressly approved by HMA's Board of Directors; and photography of artworks.

III. Set-up

- Caterers can have access to the Museum at 3 PM the day of the scheduled event, unless other arrangements have been approved, in writing, by the Museum Director.
- "Access to the Museum" means use of the kitchen and other staging areas to prepare for the event. Tables, decorations, etc. may not be set-up on the Museum floor until it has closed to the public, unless other arrangements have been approved, in writing, by the Museum Director.
- Because of the restrictions on set-up time, it is advised that the Renter plan that the function begins no earlier than 6 PM. It is the Renter's responsibility to ensure that the Caterer has sufficient time to complete tasks before the arrival of guests – **this is not the Museum's responsibility.**
- A catering firm supervisor must remain with the servers throughout the function: including set-up, take-down and clean-up.
- **HMA reserves the right to change set-up of any event to provide adequate protection to its facility, collections and borrowed art.**
- Set-up areas of the Museum shall be allowed only with approval from the Museum Staff on duty.
- Caterers must exercise caution when bringing supplies into the Museum.
- **No objects are to be placed against the walls, cases or exhibit components. Objects (including but not limited to chairs and tables) must be 3 feet from walls, cases and exhibit components.**
- **No furnishings or objects that belong to or which are on display at the Hickory Museum of Art may be moved or used without the specific approval of Museum Staff on duty. If approved, it may only be done under the supervision of authorized Museum Staff.**
- Decorations that could fall on or damage the art *may not* be used in the galleries.
- Decorations should be kept to a minimum, as to avoid damage to the Museum. Decorations with glitter are not permitted.
- **Rice, confetti, flower petals, birdseed, glitter, etc. may not be thrown inside or outside of the building.**

Renter(s) Signature(s)

Caterer's Signature

2

IV. Clean-up

THE RENTER IS RESPONSIBLE FOR ORGANIZING CLEAN-UP CREW.

Please note that the Caterer’s contract may not cover all areas of set-up and clean-up. The Renter must make arrangements with the Caterer in advance to cover all responsibilities of set-up and clean-up. The Renter is responsible for all set-up and clean-up that falls outside of the Caterer’s realm.

- Care must be taken to preserve the carpeted areas.
- The *Renter* is responsible for the replacement or repair of broken or damaged property.
- **All areas used by the Caterer, Renter and Guests, must be cleaned at the conclusion of the event. Clean-up includes, but is not limited to, the following:**
 1. Kitchen floor free of debris and mopped clean.
 2. HMA gallery floors free of debris, swept and mopped clean.
 3. HMA equipment used for event properly cleaned and stored.
 4. All trash removed to outside dumpster; garbage cans cleaned.
 5. Stove, oven, and exhaust fan all turned OFF.
 6. All catering debris, empty bottles and unused bags of ice removed.
 7. All chairs and tables returned to the original storage areas.
 8. Museum porch clear of glasses, trash and cigarette butts.
 9. First-floor and second-floor bathrooms free of debris.

Individuals / Groups responsible for the tasks listed above:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

HMA Staff is not obligated to help with set-up or clean-up and cannot be hired to perform these duties.

Any costs to HMA that result from the failure of the Renter/Caterer to meet the terms of this agreement, including failure to use reasonable care in the use of the facilities and property and failure to clean-up sufficiently and in a timely manner, will result in a violation charge that will be billed to the *Renter*. The Museum’s Executive Director will determine the amount of this charge, based on costs of clean-up or repairs incurred by the Museum and will be billed to the Renter or deducted from the Renter’s cleaning deposit.

Renter(s) Signature(s)

Caterer’s Signature

V. Liability

- The *Renter* agrees to assume responsibility for illness or injury that results from the event (including food poisoning and alcohol consumption) and for loss of property of any guest or other person at the event, and responsibility for damage or theft to the facility, collections, equipment, and/or materials caused by anyone who enters the premises of said event, and will fully reimburse HMA for such expense.
- The *Renter* agrees to hold blameless the Hickory Museum of Art, the Arts and Science Center of Catawba Valley, The SALT Block Foundation, the United Arts Council of Catawba County, the North Carolina Arts Council, and the American Association of Museums from any liability claims.

VI. Licenses/ASCAP Guidelines

- Caterers who operate at HMA must maintain a current off-premise catering license and current liability coverage.
- A copy of the license must be attached and accompany this application: No exceptions permitted.
- The *Renter* agrees to assume all responsibility in association with the policies and guidelines of the American Society of Composers, Authors, and Publishers (ASCAP).

VII. Rented Equipment

- Rented equipment (tables, chairs, dishes, etc.) should be delivered the day of the event and picked up before 10 AM on the following business day.
- All equipment rentals, when not in use, must be neatly stored in the education wing hallway (or in a covered trailer in the side parking lot, with prior permission from both Museum and Arts Council Staff members.)
- The Caterer, *Renter* or Equipment Rental Company must provide all dishes, glasses, stemware, utensils, serving trays, tables, chairs, linens, etc. You may not use Museum property.
- HMA has a limited number of chairs and banquet tables that the *Renter* may use. Prior arrangements must be made with the Visitor Services Manager to ensure their availability. HMA property must be returned to its proper place. The Museum does not provide set-up/take-down services.
- It is the responsibility of the *Renter* to arrange set-up/take-down with the Caterer.
- *Renter*/Musician may not set-up a stage, large amplifiers, speakers, lights, etc., in the Museum.

VIII. Smoking and Open Flames

- No candles, smoke or flames are permitted in any portion of the Museum building, including use by Caterers.
- No candles or luminaries are permitted outside of the Museum building on the property of the "SALT Block."
- **Food must be heated electrically, not by flame.**
- ***STERNOS ARE NOT PERMITTED***

Renter(s) Signature(s)

Caterer's Signature

IX. Attendance

Renters must notify the Visitor Services Manager of the maximum expected number of guests, as each gallery has a maximum capacity limit. **The maximum occupancy for the Museum is 299 persons.**

X. Fee Schedule

The base rental rate is \$300 for rentals held Sunday – Wednesday, and \$600 for rentals held Thursday – Saturday. There is a \$300 refundable cleaning deposit. (Your refundable deposit may be applied, post-event, towards any additional cleaning or staff costs incurred by your event.) There is also a \$100 SALT Block surcharge.

The following fees will be added to your base rental rate if applicable:

- Add \$250 if alcohol will be served.
- Add \$15 per hour, per Guard for Security (4 PM until all persons have exited the building). All rentals require at least one Security Guard. Rentals with alcohol being served and rentals with over 150 guests require two Guards.
- Add \$15 per hour for Museum Staff (4 PM until all persons have exited the building). In addition to a security officer, at least one Staff member must be present at your function.
- Depending on the number of guests, add the following general wear-and-tear charge: add \$75 for 75-99 guests; \$100 for 100-124 guests; \$125 for 125-149 guests; \$150 for 150-199 guests; \$200 for 200-249 guests; \$250 for 250-299 guests. **Please note that maximum occupancy for the Museum is 299 persons.**
- The Renter must be a Museum member at the Bronze Patron (\$100) level. (If you already have a \$40 individual membership, you may upgrade with a \$60 payment.)
- Art handling: Depending on the nature of the exhibitions at the Museum, sculpture and other art objects may need moved to accommodate your function. Only Museum Staff may handle artwork. Renters and Caterers are not permitted to touch or move artwork. The rate is \$15 per hour, per staff person involved in art handling (for example: if it takes 3 staff members 30 minutes to move sculpture for your event, the charge would be \$22.50). The art handling charge for moving artwork before and after your function will be tallied after your event, and subtracted from your refundable cleaning deposit.
- A non-refundable deposit of \$150, plus applicable membership fees, is required upon booking. This amount ensures the reservation of your rental date.
- The balance of the total rental fee is to be paid fourteen (14) days prior to scheduled event or the event will be canceled.
- The cleaning deposit minus any charges will be returned after approval by the Director of the Hickory Museum of Art.
- Additional charges incurred will be billed by HMA to the Renter within fourteen (14) business days after the event.

XI. Other

- Children must be supervised at all times.
- **Do not touch or photograph the art, or allow other attendees to do so.**

Renter(s) Signature(s)

Caterer’s Signature

- Vitrines, furniture, and display stands may not be moved, nor may they be used for food or drink.
- **Alcohol is not permitted outside of the building.**
- Only HMA employees may go beyond the reception desk, into the office areas, or storage areas. Renters, their guests, Caterers, etc., may not access the office areas.
- The Renter(s) must sign each page of this contract to indicate understanding and agreement to comply.
- The Caterer must sign each page of this contract indicating understanding and agreement to comply with all sections relating to Caterers.

XII. Outdoor Areas

- The Board of Trustees of the Hickory Museum of Art has committed the Museum to a “good neighbor policy.” Included in this commitment are limitations on parking, limited access to outdoor Museum property during events, and limitations on the level of amplified sound at any Museum event.
- In the event the noise is above statutory levels, the Renter will be required to correct the problem.
- **Alcohol is not permitted outside of the building.**
- **Rice, confetti, flower petals, birdseed, glitter, etc. may not be thrown inside or outside of the building.**
- Flowers may be thrown outside the front doors of the building.
- **Live birds may not be brought onto the premises.**

XIII. Food and Beverage and Distribution of Alcohol

- Food and beverages are allowed in the Museum galleries under the parameters set forth by the Museum. See the attached “Statement of Understanding for the Distribution of Food, Beverage and Alcohol.”
- Alcoholic beverages may be served with the Museum’s prior consent and during hours that the Museum is closed to the public.
- It will be the *Renter’s* responsibility to hire Caterers and Bartenders.
- **The Renter and Caterer assume all liability in regard to alcoholic beverages served and consumed during their event.**
- **Alcoholic beverages may not be sold on Museum premises.**
- **Alcohol service shall cease one-half hour prior to the time guests are expected to leave. No exceptions will be made. Time alcohol service will cease _____.**
- **No alcoholic beverages are allowed outside the event room(s), including in hallways, in restrooms, and outside of the building.**
- The Renter agrees to hold the Hickory Museum of Art blameless for any and all liability resulting from the distribution of alcohol. Prior to any distribution of alcohol, each and every Bartender and individual Caterer or company providing said services, shall sign the attached “Statement of Understanding for the Distribution of Food, Beverage and Alcohol” form. **The Renter shall provide a copy of said form to the Museum which states no alcohol shall be served, distributed or furnished on Museum property to any person or persons under legal age or any person or persons who are or should be recognized to be noticeably and appreciably intoxicated.**

Renter(s) Signature(s)

Caterer’s Signature

- Any violation or disregard of this understanding shall be the sole responsibility of the individual Caterer and those who signed the document as applicants.
- **In order to maintain the integrity of the Hickory Museum of Art's mission to preserve its collections and borrowed artworks, and maintain its image as an educational institution -- the Museum reserves the right to request guests that are perceived to be overly intoxicated to leave the premises.**
- **If someone other than the Caterer is serving alcohol, these individuals must also sign the contract.**

XIV. Lights

- The overhead lights in the Museum may not be dimmed or reduced due to safety considerations, unless agreed upon in writing by the Hickory Museum of Art, and facilitated by a Staff member.

XV. Hours

- All rentals are for four (4) hours (generally 6:30 PM - 10:30 PM) plus set-up time (generally 4:00 PM - 6:30 PM) and clean-up time (generally 10:30 PM - 11:00 PM) unless otherwise has been agreed upon in writing by the Director of the Hickory Museum of Art.
- Any additional time beyond the allotted hours will be subject to an additional fee, usually deducted from the cleaning deposit, if applicable.

THE HICKORY MUSEUM OF ART AGREES TO:

- Provide the use of the Museum's parking lot, galleries, elevators and kitchen.
- Provide security personnel for the agreed upon rental time.
- Provide maintenance and security after the allotted hours at an additional overtime rate, if needed. The Visitor Services Manager can estimate this cost based on the event's completion time and attendance.
- Bill the Renter for any additional charges within fourteen (14) business days following the event.

Renter(s) Signature(s)

Caterer's Signature
