

# Charles H. MacNider Art Museum

## Policies and Procedures for Rental Events

As a non-profit organization in the Mason City, the Charles H. MacNider Art Museum is committed to introducing its exhibits to new audiences in order to promote public awareness, membership, and attendance growth. It is our policy that the special events program shall facilitate this commitment. The MacNider will make designated spaces in the Museum available for reasonable private use by individuals, corporations, associations, institutions, and organizations, both during and after public hours, on space-available basis.

The MacNider is, however, first and foremost an art museum, so events will not be allowed that, in the judgment of the MacNider Art Museum Board of Trustees, could disrupt or conflict with the primary use of the building.

### Description of Facilities

Please refer to the attached map of the MacNider Art Museum.

### Availability

Reserved dates are not considered secured by Renter until the Special Events Department has received the signed Facilities Use Agreement, Contract Letter, and the initial deposit. The initial deposit, as specified in the Facility Use Agreement, is due and payable within 14 days of reserving any MacNider Art Museum facility. If such a deposit is not received within the 14-day period, the reservation will be released. Scheduling of events is subject to availability. The Museum retains the right to book concurrent events in non-reserved spaces. The Museum will make every effort to avoid conflicts when there is more than one group on the premises at the same time.

### Event Hours

Events at the MacNider Art Museum may be scheduled at the Museum during or outside of regular business hours, which will be reflected in the price of the rental. **No event, including clean-up time, will extend beyond midnight.** Any event that extends beyond the agreed event time will be billed back to the Renter at \$100.00 per hour.

Please note, if the event is scheduled during the Museum's regular business hours, there may be visitors exploring the galleries. While Museum Staff will make every effort to keep the event private, it is not guaranteed.

## Rental Fees

Contact the Special Events Department for current pricing of the rental facilities.

### *Deposit*

A deposit of 50% of the rental fee plus total membership fee is required within 14 days of receiving and signing the Facility Usage Agreement and Contract Letter. This deposit is credited toward the total rental fee. The event is not considered “booked” until the deposit has been received.

This deposit is 100% refundable if the event is canceled over 180 days before the event date, 50% refundable if canceled between 180 and 90 days before the event date, and 25% refundable if canceled between 89 and 30 days before the event date. **This policy does not apply to wedding receptions.**

For **wedding receptions**, this deposit is 100% refundable minus a \$250 administration fee if the event is canceled over 180 days before the event date, 50% refundable if canceled between 180 and 90 days before the event date, and 25% refundable if canceled between 89 and 30 days before the event date.

For all deposits, the Museum membership portion of the rental fee is **not refundable**.

### *Damage Deposit*

All rentals are required to pay a refundable damage deposit when contracts are signed. The amount is determined based on the event. On the business day following your event Museum staff will review the condition of the room(s) used during the event. At that time a check would be issued and mailed to you with the amount based on if there was additional cleaning, repairs, and if all policies were followed.

### **What will cause the damage deposit not to be returned?**

- Damage to room (Holes in wall, paint pulled off wall, stained carpet)
  - Consuming of alcohol during a non-alcohol event, including finding any alcohol cans or bottles on the property after the event (in the building or grounds around the Museum)
  - Not following alcohol policies
  - Smoking on Museum grounds
  - Staying later than contracts indicated, including catering staff.
- The damage deposit is not to be used to extend your event. Any time changes of rentals need to be discussed and agreed upon by Museum staff at least a week before your event. Payment for a longer event would also be taken care of at that time.*
- Trash being left behind and/or not taken down to the garage area
  - Kitchen mess or food left behind

- Missing items (Anything taken from the Museum and not returned – tables, easels, AV cords, etc.)

### ***Final Payment***

The balance of the rental fee is due and payable by the Renter **30 days prior to the event**. The event is subject to cancellation if the payment is not received on time.

For all events, if the Renter cancels the event **after the rental fee has been paid in whole**,

- The Renter will be refunded 50% of the total rental fee if the event is canceled 30 days or more before the event date.
- The Renter will be refunded 25% of the total rental fee if the event is canceled between 29 and 15 days before the event date.
- The rental fee is not refundable if the event is canceled 14 or fewer days before the event date.

### **Additional Fees**

Additional fees may be charged for the following: holiday premiums, rental of equipment, labor, A/V technician, additional use hours, extensive power needs, supplemental security and/or event staff, unusual event requirements and other items as reasonably determined by MacNider Art Museum. Renter is fully responsible for damage to or loss of Museum property, and will be billed accordingly.

### **Cancellation**

An authorized official of MacNider Art Museum has permission to cancel the event at any time, if the Museum proves to be unsuitable due to the following:

- Fire or other calamity caused by nature
- Notice of violations by the City of Mason City
- Any other occurrences beyond the control of the Museum

In the event of such cancellation, Renter will not be liable for payment of fees for cancelled programs, nor will the Museum have any further liability or obligations with regard to the canceled program. Should such action by the Museum become necessary, the Museum guarantees that it will provide suitable time(s) for rescheduling.

It is the Renter's responsibility to observe and execute all the procedures and policies in this document. Failure to comply will result in the forfeiture of all fees paid and the right to terminate the contract completely. The Museum also retains the right to revoke permission to use its facilities when, in its sole judgment, an event would jeopardize the facility or the safety of those attendees at the facility. In such an instance, as much notification as possible will be provided and all fees will be refunded.

## **Equipment**

The Museum provides chairs and tables for Museum rentals. Tablecloths, dishware and silverware will not be provided by the Museum. In addition, the Museum does not provide chairs, tables, or tents for the front lawn.

Audio/visual equipment is available. Check with the MacNider Staff for a thorough list of equipment options. All equipment rentals must be scheduled in advance.

## **Music and Entertainment**

The selection of music and entertainment for the event is subject to the Museum's approval. Pursuant to the guides established by the American Society of Composers and Publishers (ASCAP), Renter is responsible for any applicable license for live or recorded music performed during the event. Renter further agrees to indemnify the Museum against any liability resulting from failure to do so. Sound must not impact neighboring institutions and residences.

If the Renter wishes to play music on the front lawn, a Sound Variance Permit is required by the City of Mason City. Contact a member of the Museum's Special Events Department for more information.

## **Catering**

Choice of caterer is subject to approval by the Special Events Department. Use of elevator and prep kitchen must be approved by the Special Events Department. All cooking must be done outside the building. The kitchen must be left in its original condition. The MacNider Art Museum reserves the right to disallow foods that may cause permanent stains.

- It is the Renter's responsibility to ensure the caterer has all necessary licenses and certifications required by the State of Iowa.
- At least one member of the catering staff must bus tables and food service areas throughout the event.
- No dishware, utensils, or any other equipment in the Museum's kitchen may be used without prior approval from Museum Staff
- Before leaving the Museum, the caterer must check with Museum Staff to ensure that all required clean up duties have been performed.

## **Alcohol and Other Beverages**

Beer, wine, wine coolers, beer products and champagne may be given away at the Museum if an alcohol fee has been paid. Under no circumstance may hard liquor be served or alcohol be sold without a liquor license, which must be presented on site by the holder

the day of the event. It is the responsibility of the Renter to ensure the chosen beverage provider has the proper license(s) for Cerro Gordo County and the State of Iowa.

It is not acceptable to consume alcohol in vehicles or in the street and is our policy to contact the police if this is happening. It is possible that those involved could be cited by police for consuming in public if they are drinking in/around vehicles and/or streets and sidewalks. If you or your guests are consuming alcohol during a non-alcohol event the Museum staff will first ask that all alcohol be disposed of. If alcohol continues to be consumed a \$100 alcohol fee will then be taken out of your damage deposit.

- Bar service will end no later than one half-hour before the event end time stated on the Facility Usage Agreement and Contract Letter.
- The Museum reserves the right to discontinue the service of alcoholic beverages at any time during an event, as well as remove from the premises any person deemed to be intoxicated and a threat to Museum personnel or property.
- Unless specifically approved in advance by the Museum Board of Trustees, under no circumstances will any alcohol leave the building during a rental event. This includes serving alcohol on the front lawn.
- The caterer or bartender is obligated to refuse service to anyone under the age of 21 or deemed intoxicated.
- For events with alcohol service, the Museum will provide an off-duty police officer from the City of Mason City when appropriate. His or her wages are included in the rental fee.
- A tip jar may be placed for servers, but may not be used for reimbursement of funds for alcohol.

## **Deliveries**

- Deliveries will be allowed only on the day of the event, unless the Salsbury Room is available and prior arrangements have been made with the Special Events Department.
- Deliveries must be made during regular Museum hours.
- Renters may park in the Museum driveway to make deliveries. However, vehicles must be moved to the street as soon as the delivery is complete.
- The Museum will not be responsible for counting and checking deliveries and does not assume responsibility for items delivered or left at the Museum.
- All deliveries must be clearly marked with the Renter's name and date of event.
- The Museum will not receive COD deliveries on the Renter's behalf.

## **Set-Up**

- **No artwork will be moved, covered, or removed for special events.**
- All signage is subject to prior approval by the MacNider Art Museum.
- Renter will provide labor to set up, maintain, and remove all décor and signage, as well as provide labor for set up and clean-up of rental and catering equipment.

- Confetti, glitter, sequins, fake snow, fog machines, and soap bubbles are not allowed.
- No taping, tacking, or attaching decorations or materials to walls, pillars, windows, or woodwork without Museum staff approval.
- Additional lighting, inside and outside the Museum, must be approved in advance by the Special Events Department.
- All décor must comply with local Fire Department regulations.
- Absolutely no flames will be allowed in the building except those used with a chafing dish for food service.
- The Museum must approve all equipment installation. The Renter must notify the Special Events Department if a technician's presence is required for the preliminary walk-through.
- A diagram of equipment, tables, chairs, and any and all set-up must be agreed upon and approved at least two weeks prior to the event. This can also be communicated over the phone or by email.
- The Renter may have access to the Salsbury Room one full day prior to the event if no other event is booked in that space.
- No set-up or decorating of public spaces within the facility may be scheduled earlier than the day of the event. This includes the front hall, library, entrance, and all gallery spaces.

Access for set-up will be arranged at the discretion of the Museum in consideration of its obligations to the general public and to safekeeping of the Museum building, facilities, and exhibitions. MacNider Art Museum will not be responsible for any lost or stolen catering supplies, equipment, or any other property of the caterer, sub-contractor, or Renter.

## **Breakdown**

- The Renter is responsible for removing all event equipment and décor at the conclusion of the event, unless special arrangements have been made through the Special Events Department. The Museum will not be responsible for any items remaining on the premises.
- If the Salsbury Room is available, items may be left or stored in that room only until the following day and must be removed then by the Renter. Items must be picked up during normal Museum hours.

## **Clean Up**

The Museum must be returned to the condition in which it was found. Clean up and removal of refuse is the responsibility of the Renter and/or the Renter's sub-contractors. If Museum Staff judge routine cleaning and maintenance inadequate to return the premises to its prior condition, special maintenance services will be contracted by the Museum and this fee will be deducted from the Renter's damage deposit.

## **Trash**

The Renter is responsible for picking up all trash from the spaces used during your rental – including indoors, outdoors, studios, and bathrooms – immediately after the event. A caterer may perform this task if the Renter makes that arrangement with their caterer beforehand.

Trash can be left at the Museum but must be bagged (but not overstuffed or overflowing) in the provided garbage bags and moved downstairs to the garage before leaving the Museum. Museum staff will make sure garbage bags and containers are available to you in the Green Room and can show you where the filled bags will need to be placed.

## **GENERAL POLICIES**

### **Exhibition Galleries**

Exhibition installations may be underway many times during the year, necessitating the closure or restriction of access to certain galleries or sections of galleries. The Museum may not know this schedule until near the time of the event. For this reason, the Museum retains the right to restrict or change gallery access at any time. The Museum will make every effort to accommodate the Renter's gallery viewing requests. Some attractions are subject to availability and closure at any time.

### **Invitations, Printed Materials and Press**

The Special Events Department must approve event-related promotional materials for corporate renters mentioning the MacNider Art Museum prior to printing or broadcast. This includes invitations, programs, and/or press releases. Please allow sufficient time for approval. These materials should be submitted for approval once the Facilities Use Agreement is signed.

### **Photography**

Pictures may be taken in the building, however, flash photography is not allowed in the galleries, and no professional photos may be taken directly of an object of art.

In order to promote the facility rental program, the Museum reserves the right to photograph the facility during the set-up and throughout the event. The Museum will retain all copyrights for future use in promoting its special event portfolio and promoting our facility to potential clients.

### **Security**

The Museum will determine the number of security personnel required for each event. All security personnel will be hired by the Museum. The Museum will provide general security in all public areas during an event. If additional security personnel are required, the Renter will be billed for the additional security.

If City Police, the Fire Department, or medical services are required during the event, the Renter will be responsible for all related costs.

### **Parking**

Parking is available on the street, as well as in the Library parking lot adjacent to the Museum. Parking – other than for deliveries – is not allowed in the Museum driveway.

### **Smoking**

All Museum facilities – including the front lawn – have been designated non-smoking.

### **Compliance with City, State, and Federal Regulations**

Renter must comply with all city, state, and federal regulations. Renter may not discriminate against any person or group of persons.

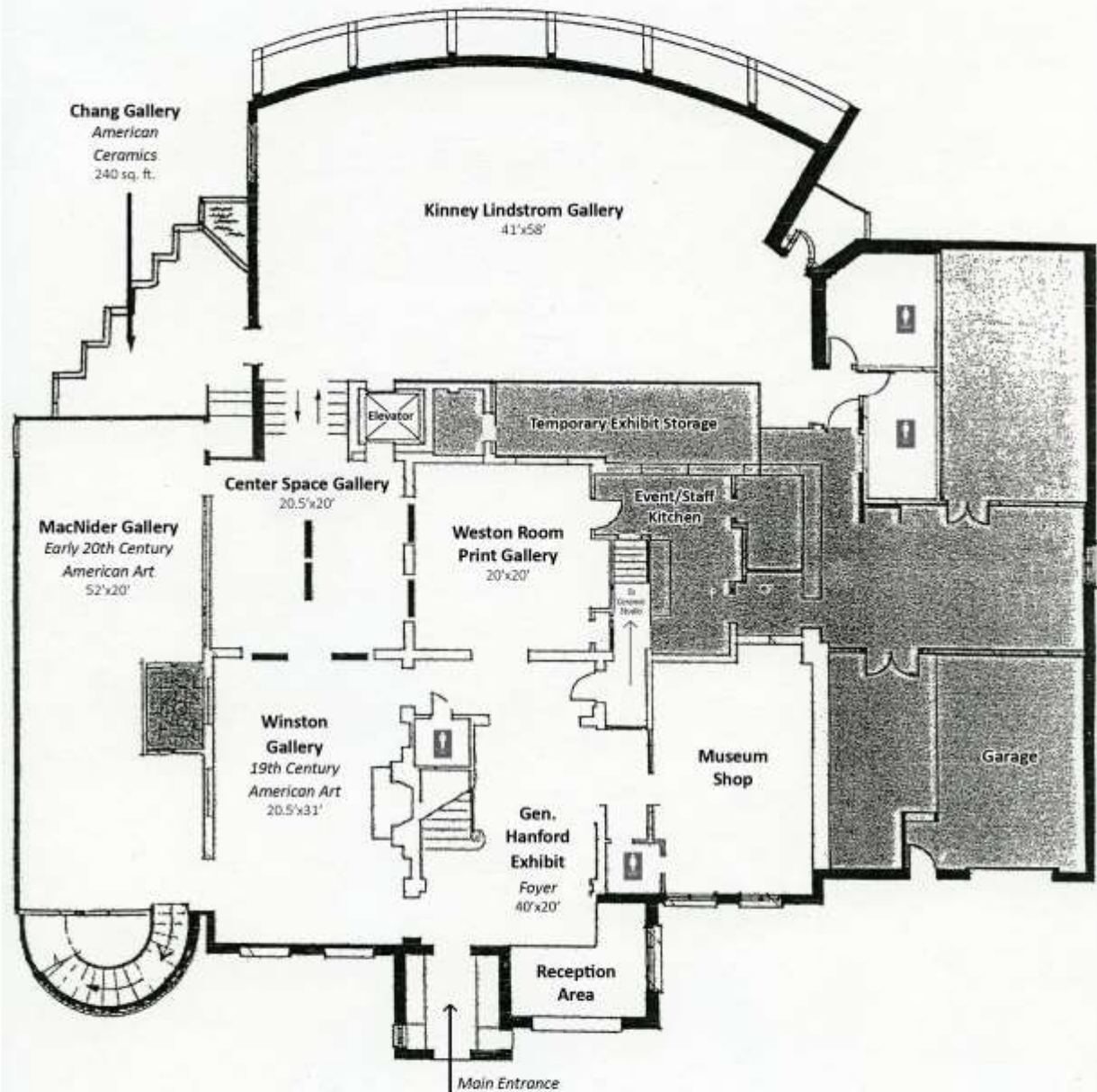
### **Charles H. MacNider Mission Statement**

By entering into a partnership with our regional community, the MacNider Art Museum seeks to engage diverse audiences in the visual arts and through them sustain a thriving environment in which American art and exceptional collections are collected, enjoyed, and understood. Our commitment to professional museum standards is a central part of our public trust and responsibility to current and future generations.



# Charles H. MacNider Art Museum

## Main Floor



### Charles H. MacNider Art Museum

303 2nd St. SE • Mason City, IA 50401 • 641-421-3666

Check out our website for events & class lists - [www.macniderart.org/](http://www.macniderart.org/)

Like us on Facebook!

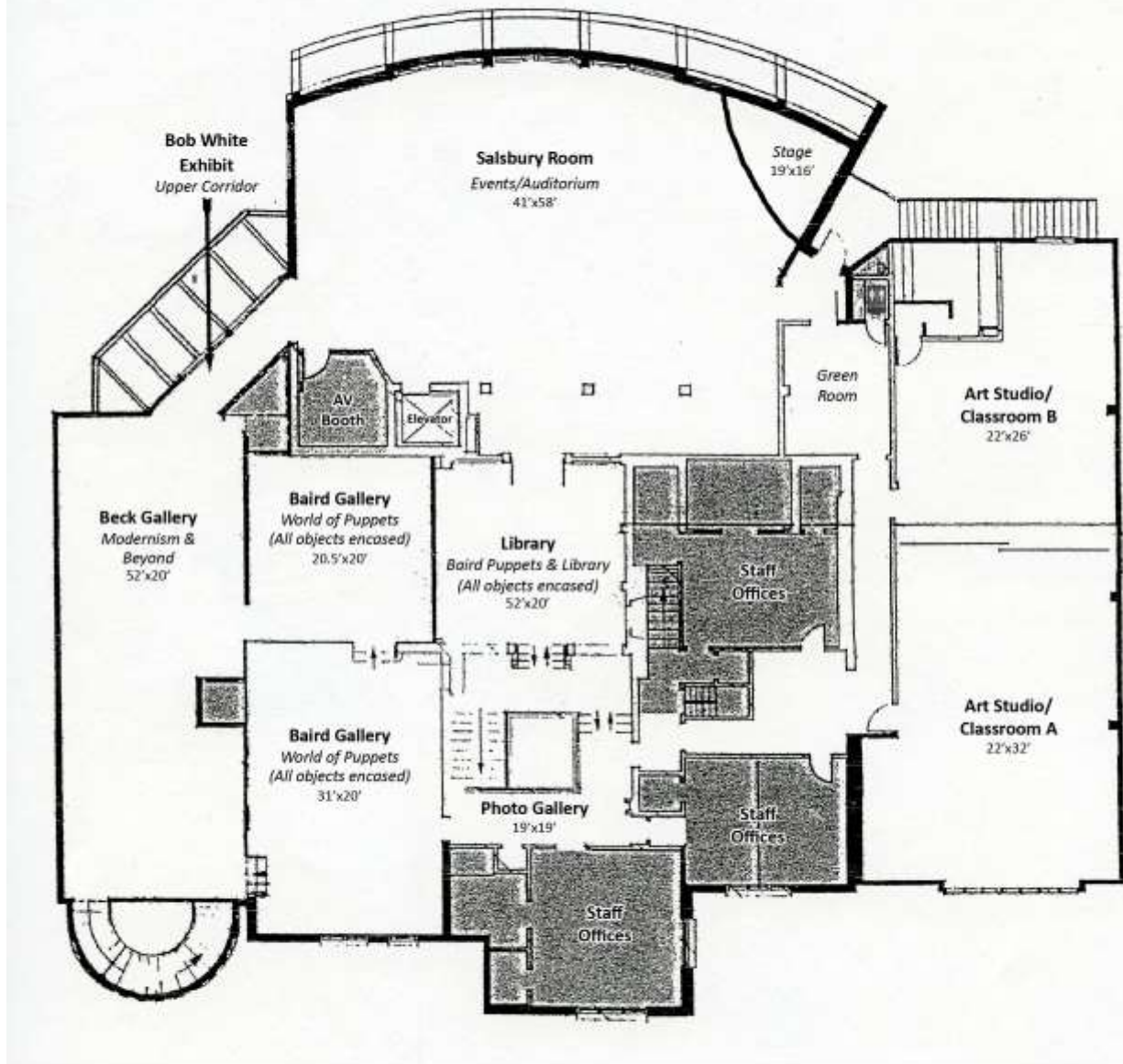
### Museum Hours:

Tuesday, Thursday 9am-8pm

Wednesday, Friday, Saturday 9am-5pm

# Charles H. MacNider Art Museum

## Second Floor



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### Museum Hours:

Tuesday, Thursday 9am-8pm  
 Wednesday, Friday, Saturday 9am-5pm