NORTH CAROLINA MUSEUM OF HISTORY
Building Use Policy and Requirements

SAMPLE

Thank you for choosing the North Carolina Museum of History (hereinafter "Museum") for your event. The Museum is a state-supported institution that receives wide monetary support from the community for the education and enjoyment of the public. Its building and treasures are unique, and their protection is the responsibility of the Museum staff. The use of the Museum's facilities is made available to certain groups, individuals, corporations, agencies of the State, and nonprofit organizations (hereinafter "User") under specific conditions outlined below, for the purpose of making the Museum and its programs more widely known to the public. The fees charged are to reimburse the institution for its overhead expenses and to cover wear and tear of its facilities.

Event Information

1. Events may be held from 9:00 a.m. until midnight on weekdays, museum open hours until midnight on weekends. **The Museum is classified as open every Monday through Saturday, from 9:00am to 5:00pm and every Sunday, from 12:00pm to 5:00pm. Closed hours are between 5:30pm and 10:30pm, Monday through Sunday**. Cashion Conference Room avail Monday – Friday 8-5 only. The museum observes all state holidays and is not available for events on those days. When proposed events conflict with Museum programs and activities, Museum programs take precedence.

2. All events are subject to approval by the Museum director's office. The Museum reserves the right to refuse rentals on the basis of unlawful conduct, availability or safety of the proposed event as it pertains to the preservation of the Museum as determined by Museum representatives.

3. **In order to prevent the appearance of the Museum endorsing a particular cause or event**, Users holding events at the Museum may promote the event within their membership and may advertise in newspapers, radio, television or other public media, including social networking sites ONLY if the Users include the disclaimer on **ALL** promotional materials stating **"The North Carolina Museum of History does not sponsor or endorse this event." A sample invitation or announcement of the event must be approved by the Museum prior to publication of any promotional materials including news releases. The Museum does not promote rental events on any platform.**

4. **User must notify the Museum no later than 24 hours prior to the event if. User will be holding a press conference. Please note the Longleaf Room has no media outputs.**

5. User shall conduct the event in an orderly manner and in full compliance with all applicable laws, rules and regulations. The Museum reserves the right to conclude any event at any time due to inappropriate or undesirable behavior by User or User's guests as determined by Museum staff. Such cancellation shall result in the forfeiture of all monies paid to the Museum by User.

6. The Museum Shop in the N.C. Museum of History is the only authorized seller of goods in the Museum. Book signings or other promotions are to be coordinated through the shop. The Shop will have first right of refusal to sell books or other merchandise during events of any outside groups. If the Shop declines, the group is free to conduct their own sales during their event

7. User shall provide the name of ***ONE*** designated contact person for event arrangements.

8. The Museum's special events coordinator or a designee must be present during the setup, event, and cleanup periods.

9. User shall not exceed maximum occupancy per rental area. See price guide for maximum occupancy per area.

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10. Fire lanes must be clear at all times. Event guests must evacuate the building immediately if fire alarm sounds. Event guests may not re-enter the building until the all clear is given by Museum personnel.

11. Children attending events must be under parental supervision at all times.

12. User or designee must remain on premises until all invited guests have departed.

13. Smoking is prohibited in the Museum.

14. Food and beverages are not allowed in the exhibit galleries or auditorium. No food or beverages are to be served in the lobby during open hours of the museum. The User may have 'before hours' (8am-8:45am) breakfast service in the lobby provided the area is completely cleared of food and beverage and cleaned by 9am. **The museum does not provide any food or beverages.**

15. The Museum shall not be responsible for any items or property belonging to guests that are lost, stolen, damaged, or destroyed while on the Museum's premises.

16. **With the exception of nonprofit organizations, units of local government, and political organizations, groups are not permitted to charge guests an admission or other fee**.

17. The controlling government authority for Museum facilities shall be the director of the Division of State History Museums of the Department of Cultural Resources.

Copyright Guidelines for Showing Movies and Other Audiovisual Works

Films or other audiovisual works shown at the North Carolina Museum of History are subject to standard copyright law. In most cases, films shown at the museum fall under the category of public performances. Adherence to copyright law may be demonstrated by one of the following means:

1. The film or audiovisual work is in the public domain. Initial_____

2. The film or audiovisual work came with an express license authorizing the particular manner of showing. Initial_____

3. The individual or organization wishing to show the film or audiovisual work has obtained written permission from the copyright holder, either the studio distributing the film or in the case of some documentaries, the filmmaker. Initial_____

4. The film or audiovisual work was rented directly from a distributor authorized to grant "public performance" licenses, such as Swank Motion Pictures, Inc. or The Criterion Collection, rather than from a video service or online source. Initial_____

5. Paperwork confirming permissions/copyright must be submitted to Special Events Coordinator 30 days prior to showing. Initial_____

Reservations, Fees, and Services

1. The reservation is **confirmed** when the event description, date, time, location, and number of guests are agreed to in writing by the Museum, **AND**
    a. **A signed contract, along with the nonrefundable deposit of 50% of the balance has been received by the museum. The remaining balance is due at least 30 days before the event. If the remaining balance is not received at least 30 days prior to event, the Museum reserves the right to cancel the event without a refund of any monies paid by the User.**

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b. **The Museum accepts cash, Visa, Master Card, American Express and check deposits. Any check returned for insufficient funds, or for any other reason, shall be assessed a returned check fee in the amount of $25.00, pursuant to N.C.G.S. § 54B-147. Payment for the returned check and any collection fees associated with the collection of the check must be paid by certified cashier's check or money order.**
c. **LIABILITY FOR AND PROMISE TO PAY COLLECTION EXPENSES. I understand that if the Museum considers it necessary to refer all or part of the unpaid delinquent account, including principal and any interest or late fees as evidenced by this contract to an attorney or collection agency for collection, I am liable for and shall pay the Museum the attorney fees and/or collection agency fees resulting from the referral. I understand that I am obligated to pay all charges and other costs, including attorney fees, that are allowed by federal and state laws and regulations that are necessary for the collection of these amounts.**

2. Overtime charges may be incurred if the event exceeds its scheduled booking time. A credit card is required to be kept on file in the event of overtime charges. See Museum's event coordinator for details.

3. The Museum shall provide normal cleaning of the premises. Cleaning in excess of normal wear and tear shall be billed to User. Normal wear and tear shall not include, for example, the removal of leftover ice, foodstuffs, decorations, stains, etc., and shall be the responsibility of the caterer and/or User. After-hours cleaning fees apply.

4. Security personnel are on site (fees apply) for the safety of the guests as well as for the safety of the Museum property. Security personnel are under direct supervision of the Museum, and only Museum personnel are to give instructions to security. Museum personnel must make all security arrangements. State Capitol Police are required to be present for every after-hours event.

5. Audiovisual Equipment—Audiovisual technician and equipment are available upon request (fees apply). User must notify Museum special event coordinator if User is bringing a MAC or PC. **User must bring all multimedia content on a flash drive. All A/V requests must be finalized and submitted to the special events coordinator no later than two weeks prior to event**. The Museum cannot guarantee that it shall be able to honor any requests received less than two weeks prior to the event. The museum does not provide AV support to any outside equipment.

6. Museum installations shall not be moved, dismantled, covered or draped for events. This includes any temporary exhibition or display that may occupy rental space at the time of the scheduled event and that may not have been present at the time Users visited the space and/or entered into a contract for the rental of the space.

7. If User secures additional outside rental equipment, Museum personnel are not responsible for moving, setting up or taking down any outside rental items. Such equipment must be approved in advance by the Museum special events coordinator.

8. Gift Shop—The Museum Shop can be opened during your event. See the special events coordinator for rates and availability.

9. Parking—During evening hours and on weekends, event guests may use state government parking lots adjacent to the Museum at no charge. The lot located behind the Museum between Jones and Edenton Streets is recommended.

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10. Event Equipment—A limited number of tables and rental chairs are available upon request (fees apply). Any tables provided in the lobby during open hours for any event must have a floor length tablecloth. **The museum does not provide linens.**

Food Service

1. **Users that wish to have food at an event must select a caterer from the Museum's approved list. Only foodstuffs prepared by an approved caterer or bakery shall be allowed.**

2. Donated food and beverages shall not be allowed.

3. While food may be served, it **may not be sold** on site.

4. **NO COOKING OF ANY KIND** shall be allowed inside Museum facilities. This includes cooking with any type of electric appliance, gas burners, deep fryers and woks. Approved caterers may warm food on site in the Museum catering kitchen, which is equipped with warmers.

5. Caterers must carry liability insurance against food spoilage and handling.

6. A certificate of insurance coverage with a carrier obtained by User or User's caterer shall be submitted to the special events coordinator not less than two weeks prior to the date of the event. The policy shall name the North Carolina Department of Cultural Resources as insured and must preclude any right of subrogation against such agency and its officers, employees, representatives, and agents. The director or a designee may cancel the reservation or prohibit service of food at his or her discretion.

Decorations and Set-up

1. All rentals, floral arrangements, decorations, music, and contracted services must be approved two weeks prior to the event. All rentals, floral arrangements, and decorations must be removed at the end of the event. Any items left at the end of the event shall be disposed of at the discretion of the Museum special events coordinator. All outside vendors must schedule an appointment with Museum special events coordinator at least 2 weeks prior to event. Due to Museum coordinators event schedule, walk-in vendor appointments are not available.

2. **Floor plan of event must be submitted to Museum special event coordinator no later than two weeks before the event**. It is the User responsibility to schedule a meeting with Museum special events coordinator and caterer to finalize the floor plan. Caterer is responsible for drawing up and submitting floor plan to Museum special event coordinator for approval.

3. Any significant changes that are made by the User or any person associated with the event within seventy-two (72) hours which results in additional Museum staff work may incur additional costs. These costs will be billed to the User. There will be a $50 fee charged per change. These changes may include the need for additional chairs, additional tables, any changes to the event layout, and sound equipment changes.

4. A schedule of all deliveries must be submitted one week prior to the event.

5. **No decorations or signs may be adhered to museum walls, doors, exhibits, or windows. Any power cords must be thoroughly taped down with 'gaffer' tape ONLY. Vendors must provide gaffer tape and power cords. Please initial _____**

6. Cut flowers provided by a florist may be used in the lobby, balcony, and Daniels Auditorium. Potted plants from a florist may also be used provided that the Museum special events coordinator approves them. Field or wild grown plant materials are not permitted in the Museum.

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7. **Tapered candles, oil lamps, torches and any open flames are prohibited.** All other candles must be enclosed in glass and the flame tip must be at least 1" below the lip of the container.

8. Sparkler send-offs are permitted ***outside*** the Museum only if a special permit is obtained through the North Carolina Department of Administration and User is in compliance with all permit requirements. See special events coordinator for details. **Please note that no vehicles are permitted on Bicentennial Plaza.**

9. Confetti, glitter, balloons, bubbles, sparklers, streamers, rice, bird seed, fog machines, etc. are not allowed *in* the Museum. Many of the foregoing items are also not allowed outside the Museum. See special event coordinator for details.

10. Live animals (service animals excluded) are not allowed in the Museum.

Alcoholic Beverages

1. Possession and consumption of alcoholic beverages within Museum facilities are permitted if Users:
    a. obtain applicable permits from the Alcoholic Beverage Control (ABC) Commission if required by North Carolina law for any event at which alcoholic beverages are served or where event guests must pay to participate or pay for any alcoholic beverages,
    b. receive written permission from the Museum director or special events coordinator as required of the permit application process and present that application to the special events coordinator at least 30 days prior to the scheduled event (although permit review and approval times by the ABC Commission may vary),
    c. sell or provide the alcoholic beverages in a manner that does not impair normal operations of state offices located in the building if the event is held during operating hours,
    d. sell or provide alcoholic beverages only in connection with an approved event in the building,
    e. provide, or its catering service provides, dram shop liability insurance in maximum coverage limits and in which the carrier agrees to defend, save harmless, and indemnify the State of North Carolina from all financial loss, damage, or harm arising out of the selling or dispensing of alcoholic beverages,
    f. display a copy of the ABC permit at the Museum reception desk during the event,
    g. require that liquor servers take proper precautions to ensure that guests are not served inappropriate amounts of alcohol, that no one under 21 years of age is served alcohol, and that guests seeking to purchase alcoholic beverages are not refused service based solely on their race, religion, color, national origin, sex, or disability,
    h. comply with all state and local ABC Commission laws, rules, and ordinances, and
    i. comply with all requirements established by the Museum for the selling or serving of alcoholic beverages.

2. All alcoholic beverages must be purchased through and subsequently served and/or sold (depending on the type of permit obtained if required) to guests at the event by an approved caterer. If the approved caterer can provide beer and wine but cannot provide liquor, Users may purchase liquor to be subsequently **served** at the event by an approved caterer if they have obtained a limited special occasion permit (see Addendum A), or subsequently **served and sold** to guests by an approved caterer if the User is a unit of local government, nonprofit organization, or a political organization who has obtained a special one-time permit (see Addendum A).

3. User must inform the special events coordinator at a minimum of 30 days in advance of the approved event if alcoholic beverages are to be sold or served.

4. If alcoholic beverages are to be sold or served, User or its catering service shall provide as previously noted a dram shop policy in which User or its catering service provides liability insurance in maximum

coverage limits and in which the carrier agrees to defend, save harmless, and indemnify the State of North Carolina and the North Carolina Museum of History Associates from all financial loss, damage, or harm arising out of the selling or dispensing of alcoholic beverages. If the User purchases liquor to be subsequently served and/or sold by an approved caterer (depending on the type of permit obtained if required), the User must also provide this insurance policy. The dram shop policy shall provide the following limit of liability:

a. $1,000,000 combined single limit for bodily injury and property damage to any and all persons caused by any intoxicated person and means of support to any and all persons caused by or in consequence of any intoxicated person
b. For any event involving alcohol, general liability insurance shall also be provided by the User with coverage limits of no less than:
    i. bodily injury (including death)- $100,000 each person and $500,000 per occurrence
    ii. property damage- $100,000 per occurrence

5. A certificate of such insurance coverage with a carrier for the foregoing policy shall be submitted to the Museum director's office or special events coordinator not less than two weeks prior to the date of the event in a form satisfactory to the Museum. The policy shall name the North Carolina Department of Cultural Resources as insured and must preclude any right of subrogation against such agency and its officers, employees, representative, and agents. The director or a designee may cancel the reservation or prohibit the service of alcohol at his or her discretion.

6. Users may not charge admission, sell tickets, have cash bars, or collect money at any event at which alcohol is served unless User is a nonprofit organization, political organization, or unit of local government that has obtained a permit approved by the ABC Commission as provided in Addendum A.

7. User or User's caterer is responsible for checking the age of each person to whom they serve alcohol. All persons being served alcohol must be 21 years of age. Users or User's caterer must also comply with state laws regulating age requirements for the serving and selling of alcoholic beverages.

8. Alcoholic beverages shall not be carried outside of the building.

9. Kegs are not permitted.

10. **All serving of alcoholic beverages for events can begin no earlier than 5:30pm and must cease at least fifteen (15) minutes before the scheduled end of the approved event. Please initial_____**

User agrees to hold the North Carolina Department of Cultural Resources, its employees, the museum Director, members of the North Carolina Historical Commission, the State of North Carolina, the North Carolina Museum of History Associates, and the North Carolina Museum of History Foundation, Inc., harmless of all claims that arise out of User's use of the facilities.

User gives permission for the use of event images, including participants, in any medium.

Force Majeure & Inclement Weather

The ability to execute this Agreement by either party is subject to events that are considered Force Majeure (i.e. greater force) such as acts of God including, but not limited to hurricanes, flooding, earthquakes, fires, etc., as well as any government intervention, staff disputes, and strikes, civil disorders, terrorism, and other emergencies. Should the event be canceled through a legitimate "force majeure" event, all fees paid by the User will be returned to the user within thirty (30) days.

If an authorized Museum staff member or the User has to cancel the event due to inclement weather, all attempts will be made by an authorized Museum staff member to reschedule the event. All collected event

Addendum A
***ABC Permit Regulations**

The Commission may authorize the issuance of a limited special occasion permit for certain functions or activities as described below. The fee for each permit is $50.00.

A limited special occasion permit authorizes the permittee to bring fortified wine and spirituous liquor onto the premises of a business, with the permission of the owner of that property, and to **serve** those alcoholic beverages to the permittee's guests at a **reception, wedding, party or other special occasion** being held there. The permit may be issued to any individual other than the owner or possessor of the premises. An applicant for a limited special occasion permit shall have the written permission of the owner or possessor of the property on which the special occasion is to be held. To obtain this permit, complete an Application for Limited Special Occasion Permit and submit the application with the $50 fee.

The Commission may authorize the issuance of a special one-time permit for certain functions or activities as described below. The fee for each permit is $50.00.

A permit may be issued to a person who acquires ownership or possession of alcoholic beverages through **bankruptcy, inheritance, foreclosure, judicial sale, or other special occurrence**, and who does not already have a permit authorizing the sale of that kind of alcoholic beverage. The permit may authorize the sale or other disposition of the alcoholic beverages in a manner prescribed by the Commission. To obtain this permit, complete a Special One-Time Permit Application and submit the application with the above fee.

A permit may be issued to a **nonprofit organization** to allow the **retail sale** of malt beverages, unfortified wine, fortified wine, or mixed beverages, or to allow brown bagging, at a single fund-raising event of that organization. A permit for this purpose shall not be issued for the sale of any kind of alcoholic beverage in a jurisdiction where the sale of that alcoholic beverage is not lawful. To obtain this permit, complete a Special One-Time Permit Application for Sale of Alcoholic Beverages and submit the application with the above fee amount.

A permit may be issued to a permittee who is **going out of business** to authorize the sale or other disposition of his or her alcoholic beverages stock in a manner that would not otherwise be authorized under his or her permit. To obtain this permit, complete a Special One-Time Permit Application and submit the application with the above fee amount.

A permit may be issued to a **collector of wine or decorative decanters of spirituous liquor** authorizing that person to bring into the State, transport, or possess as a collector, a greater amount of those alcoholic beverages than is otherwise authorized by the ABC Commission, or to sell those alcoholic beverages in a manner prescribed by the ABC Commission. To obtain this permit, complete a Special One-Time Permit Application and submit the application with the above fee amount.

A permit may be issued to a **unit of local government, or to a nonprofit organization or a political organization** to **serve** wine, malt beverages, and spirituous liquor at a ticketed event held to allow the organization to raise funds. For purposes of this subdivision "nonprofit organization" means an organization that is exempt from taxation under Section 501(c)(3), 501(c)(4), 501(c)(6), 501(c)(8), 501(c)(10), 501(c)(19), or 501(d) of the Internal Revenue Code or is exempt from similar provisions of the General Statutes as a bona fide nonprofit charitable, civic, religious, fraternal, patriotic, or veterans' organization or as a nonprofit volunteer fire department, or as a nonprofit volunteer rescue squad or a bona fide homeowners' or property owners' association. For purposes of this subdivision "political organization" means an organization covered by the provisions of GS 163-96(a)(1) or (2) or a campaign organization established by or for a person who is a candidate who has filed a notice of candidacy, paid the filing fees or filed the required petition, and been certified as a candidate. The issuance of this permit shall also allow the issuance of a purchase-transportation permit under GS 18B-403 and 18B-404 and the use for culinary purposes of spirituous liquor lawfully purchased for use in mixed beverages. To obtain this permit, complete a Special One-Time Permit Application for Sale of Alcoholic Beverages and submit the application with the above fee amount.

Permits under this section are to be issued only for limited circumstances and not as substitutes for other retail permits. Special one-time permits shall be valid only for the singe transaction or the kind of activity specified in the permit and shall be subject to any conditions the ABC Commission may impose as to the time, place and manner of the authorized activity. Denial or revocation of a permit under his section shall not entitle the applicant or permittee to a hearing.

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fees shall be held by the Museum and then transferred to the new event date. If a rescheduled date due to inclement weather cannot be agreed upon, the Museum shall refund all event fees to the user.

Modifications to this agreement are not permitted

There shall be no changes or exceptions to the preceding rules without written confirmation by the director of the Museum or his/her designee. Copies of such correspondence shall be sent to the special events coordinator.

Failure to comply with any clause of the contract may result in the termination of your contracted event.

Building Use Policies and Requirements may change without notice.
I have read the Building Use Policies and Requirements of the North Carolina Museum of History, understand my or my organization's responsibility, and agree to the conditions set forth.

Return a copy of this agreement and your check, payable to NCMHF
5 East Edenton Street, Raleigh, NC 27601, Attn: Cheri Williams

THIS AGREEMENT SERVES AS YOUR INVOICE.
UNLESS OTHER CHARGES ARE INCURRED, NO FURTHER INVOICE SHALL BE SENT.

TOTAL RENTAL RATE:

Donation Amount (50%)	Deposit Amount (50%)
Space Reserved	Event Name
Sponsoring Organization	Date and Time of Event
Representative	Cheri Williams Museum Representative
Signature of Representative (Seal)	Signature of Representative
Date	Date
*	5 East Edenton Street
Address	Address
*	Raleigh, NC 27601
City/State/Zip	City/State/Zip
*	919-814-7075
Telephone	Telephone

SAMPLE

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