

Rental Contract Agreement

Thank you for choosing The NIC. We are very proud of our beautiful space and we are happy that you will be hosting your event with us. We are, first and foremost, an art museum. We are not obligated to change exhibitions, remove art, or in any other way compromise the integrity of the art or exhibits that are in our building for your rental. If you have questions about what will be up during your rental, we will do our best to give you information on the shows that will be displayed. This space is a unique venue which showcases talented artists year-round, therefore we are not able to move or remove art in our lobby, mezzanines or galleries without prior consent from the Curator of Art.

Thank you for your cooperation and understanding.

Please Read Carefully and Initial after Each Guideline

General Guidelines

- Our normal business hours are Monday through Saturday from 10am to 5pm. Should your event or event set-up interfere with the normal workflow of the staff members or visitors of the museum, we will close the specific space(s) you rented to the public for you for **50** percent of the room rental rate. _____
- The amount of time you have booked for your event must be inclusive of the set-up and tear-down of all decorations, furniture and catering. If you should need to come in before or after the hours the museum normally is open, The Rental Coordinator will ask for an additional charge. Should you need to drop decorations or furniture off ahead of time or keep it at the museum after the event has ended, a \$50 surcharge will be applied per each day. _____
- If you should need to come in before or after the hours the museum normally is open, The Rental Coordinator will ask for an additional charge. _____
- Museum staff will be present during events to supervise the building and to close the building when the event has finished. It should be clearly understood that the duties of the staff concern only the security of the building and contents therein. Staff members are not to be asked to assist with any non-NIC provided set-up, take-down, clean up or transporting of any items. A security guard may need to be hired at the renters' expense should The NIC Staff decide the event will need additional security. _____
- Artwork may not be moved or removed unless The Curator of Art has agreed in advance and the removal fee has been paid. Removal fee options are included on the Rental Worksheet and apply only to Bryce Hall. Artwork will NOT be moved or removed from the gallery spaces. _____
- You may rent 6' rectangular tables, cocktail tables, table linens and chairs from The NIC for your event (see Rental Worksheet for pricing). Any additional incidental materials including speakers, extensions cords, decorations, table toppers, chargers, pedestals, signs, banners, etc. are not provided by The NIC. Your rental facilitator can guide you on places to purchase these items, should you need them. _____
- Smoking or any open flames (candles, votives, fireworks, etc.) are strictly prohibited in all interior spaces. _____

- You must pre-approve all decorations, their placement and the way they will be draped or attached with the Rental Coordinator. Decorators and flower designers should visit the museum in advance and meet with the Rental Coordinator to clear any décor or plant material. _____
- Do not drag heavy objects or equipment across the museum floors. Furniture and equipment should be lifted or placed onto dollies when moving. _____
- The museum will not be held responsible for any items left after an event, including those of outside vendors, and will dispose of them or take ownership after 30 days. _____
- Due to staff liability and as a courtesy to our in-house staff and to the vendors hired for your event, we only allow renters and their party to stay in the building until 11:30pm to allow time for staff to clean up and clock out before midnight. It is suggested to end the event at 11:00pm so that if you are responsible for your own food/beverage/decoration you will have 30 minutes to pack up. There is a \$250.00 surcharge should you run over the 11:30pm time plus \$100 per 1/2 hour after. _____
- Smoking products (including vaping products) must be used outside on the patio and/or the back porch as this is a smoke free facility. If there is smoking of any kind within the building the Damage Deposit is forfeit immediately. _____
- If an event is to become out of control, the museum reserves the right to end the event at any time, for any reason. We reserve the right to contact law enforcement if deemed necessary by any staff member. _____

Payment and Security Deposit

- The renter assumes all responsibility for the damage to the building and/or its contents, including the objects of art on display throughout the museum. _____
- There is a **50 %** reservation deposit for the space(s) that are rented. This will act as a reservation fee until the date of the event. In addition, there will be a \$250 or \$100 damage deposit due to secure the space(s), this damage deposit is refundable and will be invoiced after the event has ended, provided there are no damages. A signed rental contract and rental worksheet must be submitted to pre-book the space. **In addition, a Fifty percent of the rental space(s) and the refundable damage deposit will be due at this point.** If the deposit is not paid within this time, the desired rental date will be opened to other potential renters regardless of a signed contract. The deposit may be in the form of debit, credit, check, cash, or money order. Checks are to be made payable to the Nicolaysen Art Museum. _____
- **A cancelation notice must be written and submitted sixty (60) days before the event to receive a 50% refund of the deposit. If this notice is not received in a timely manner, the renter forfeits the entire deposit.** _____
- In special circumstances, the museum may require the renter to purchase liability insurance in advance of their event naming The NIC as additional insured for an amount to be determined. _____
- Add-ons the day of the event will result in an additional fee. (microphones, projectors, pedestals, extension cords etc.) _____

Decorator / Florist Guidelines

- All decorations need to be pre-approved by the Rental Manager. The following materials are strictly prohibited as part of decoration:
 - Glitter / Confetti / Sprinkles

- Lit candles / Sparklers / Fireworks
- Birds / Bird nests / Insects / Insect nests
- Soil / Sand/ untreated wood products _____
- The use of fog machines, aerosol cans, silly string, glue guns, paint, lacquer, and Wilt-Proof is strictly prohibited on the premises. Helium balloons are not permitted anywhere in the gallery spaces. _____
- No adhesive tape or wire may be used to attach decorations to the wall. Pipe cleaners may be used to attach garland to railings. _____
- The museum entrance, shop entrance or gallery entrance may not be blocked until regular closing time unless the \$200 surcharge for closing the building has been paid. _____
- Plants and flowers brought in for special events must be removed from the building in their entirety at the end of an event. _____
- All plant materials must be prepared in advance and must come from a florist or professional garden center. Flowers and plants that come from a field or garden can contain pests which can compromise the integrity of the artwork within the museum. _____

Food and Beverage Guidelines

- Food and non-alcoholic beverages may be brought into the museum at the expense of the renter. _____
- Should a catering company be hired for the event, a copy of their liability insurance and all licenses required for doing business within the State of Wyoming and the City of Casper must be submitted to the Rental Coordinator who will keep copies on file and will require updates of such at the beginning of each calendar year. Ask the Rental Coordinator if your caterer is already on file. _____
- The catering company will be held financially responsible for damages caused to the museum by their staff, or for violations of the contract guidelines. _____
- The renter is responsible for sharing this contract with the caterer or catering captain so that they can inform their staff of all applicable museum policies and communicating with the Rental Coordinator or On-Duty Staff. _____
- The refrigerator and freezer in the downstairs kitchenette may be used for the event. Any damages relating to the kitchenette may result in the capture of the deposit and a possible additional fee, the kitchenette must be left in the condition it was found in. _____

Bar and Alcohol Guidelines

- If the renter is hiring a professional bartender for the event, the bartender **must** meet with the Rental Coordinator prior to the event to discuss expectations and legalities. If the renter would like to have alcohol available during the event, but have not provided a bartender, they will be liable for any damages or disorderly behavior caused by over serving. The NIC staff have the right to cease liquor consumption by guests and to call the police should there be disorderly conduct. _____



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- Alcohol is allowed in Bryce Hall, McMurry Gallery and the enclosed patio. No alcohol is allowed in the front of the building or beyond the walls in the backyard. The renter assumes all legal responsibility should it be necessary for police to intervene if alcohol is taken outside of the specified areas. _____
- The bartender must announce last call no later than 10:45pm to allow for proper and timely clean up. _____

Clean Up Guidelines

- Your event must end, and guests must exit no later than 11:30pm to allow for proper and timely clean up. _____
- All food, decorations, tables, and chairs must be removed from the premises immediately following an event. Tents, tables, chairs and linens which have been rented from an outside vendor may be removed from the premises the morning of the next business day provided that prior arrangements have been made with The Rental Coordinator and the \$50 per day surcharge has been paid in advance. _____
- The renter is responsible for clean-up by caterers, florists, photographers, musicians/DJs, and all other service providers hired for the event. _____

I have read the agreements governing Facilities Use, Alcohol Policy, Catering, Music, Florist, Security Deposits, Clean-Up and Damages, filled out the Rental Contract and agree to abide by and be responsible for each during my event. If I am using any outside vendors or event planners, I agree to hold them to the guidelines within this contract. I understand this contract guarantees the use of only the spaces denoted on the worksheet. If I fail to pay my deposit fee within fourteen (14) days of signing this contract, I forfeit my reservation of the space.

Renter Signature

Nicolaysen Art Museum and Discovery Center

Representative Signature

Date

COVID-19 Cancellation Policy

In this unprecedented public health crisis, we acknowledge that there may be sudden and drastic changes to public orders in regards to closing public events, limiting occupancy, etc. We have included this policy as a force-majeure to protect both the renter and The NIC.

Upon signing this clause, I have agreed to the cancellation policy for health department standards as follows: a.) Should the Wyoming Health Department mandate that public spaces be closed or quarantined during the date(s) that I have booked my rental, The NIC has full permission to cancel the rental, up to the date of the rental, without incurring penalty of breach of contract. B.) If the renter has to cancel the rental due to Wyoming Health Department mandates of occupancy limits, etc., up to the date of the rental, the renter is entitled to their full rental fees and deposit back.

Renter Signature

Nicolaysen Art Museum and Discovery Center

Representative Signature

Date

All payments and paperwork are to be mailed or delivered to:

Andy Couch – Executive Director

400 E. Collins Drive Casper, WY 82601

events@thenic.org / (307)235-5247 ext. 113