

WESTERN CAROLINA UNIVERSITY
Fine Art Museum At the Bardo Art Center

Cullowhee, NC 28723

FINE ART MUSEUM
RENTAL AGREEMENT

This Space Use Agreement serves as a contract between the Fine Art Museum (FAM) and the Client as named below:

Contact: _____
Company/Organization: _____
Telephone: _____ Fax: _____
Email: _____
Type of Event _____
Date: _____
Setup-Start and End Times: _____
Actual Event-Start and End Times: _____
Space: _____
Expected Number of Guests: _____
Rental Fee: \$ _____
Deposit (n/a for WCU groups): \$ _____
(Half of Rental Fee, due at the signing of the contract)
Membership (if not already a member) _____

RENTAL RATES*

Star Atrium

- \$100 Base fee (up to 2 hours) WCU
- \$150 Base fee (up to 2 hours) non-WCU
- \$50 Each additional hour
- \$10 Per Table (twelve 6' rectangular or fifteen 68" round available)
- \$1 Per chair (28 black plastic available)

*Each rental party receives complimentary entry to the Fine Art Museum. This includes a \$15/hr Museum Security fee.

10 café style tables (31" diameter) and 22 chairs are available for all renters at no charge

Additional Fees: \$ _____

TOTAL AMOUNT DUE AT SIGNING OF THE CONTRACT:

\$ _____

TOTAL AMOUNT DUE PRIOR TO THE START OF THE EVENT:

\$ _____

TERMS & CONDITIONS

The parties hereby acknowledge and agree that the following terms and conditions are incorporated in and made a part of the Rental Agreement. Campus and community groups, as well as individuals may schedule events at the FAM under the following conditions:

1. FAM gives permission to the client to use the space with appropriate access as deemed by the FAM. Events are limited to one-time use for presentations, lectures, workshops and receptions. Events are not to be utilized for solicitations, fundraisers (of any kind), and donations may not be accepted. Ticketed events may be possible but must be discussed prior to booking, but may not be sold at door.
2. No clients may display material, or engage in conduct or speech that is in violation of the law or University policy or that defames another. The FAM staff has the right to require the cessation of any conduct or display of material that violates law or university policy.
3. Client accepts the space "as is" and agrees to leave this space in the same condition as when entered by client. Events may not create any hazard to property or visitor or impose undue hardship to the FAM facility, staff or artwork. Our first and main purpose is that of an art museum. We will not cover up, re-position or move any artwork or exhibit components for any reason. Overhead lighting may not be altered in any way during the event. The client, caterer and guests are only allowed in rented space and/or space specifically designated as workspace.
4. The use of candles, confetti, birdseed, feathers, sparklers, live animals and glitter is prohibited. No open flames are permitted, however, electric votive lights are acceptable. Decorations are permitted but must be contained on tables and areas designated. FAM has the right to deny any request for additional decorations.
5. FAM must pre-approve any use of the FAM name in advertisements and publicity efforts. User recognizes that rental or use of the facility does not include listings on any FAM or university schedule/calendar. FAM will not provide any publicity for the event. Publicity is the responsibility of the user.
6. Parking must be in accordance with University Parking and Traffic policy. Availability is based upon campus needs at the time of the event. University Parking and Traffic - (828) 227-PARK.
7. FAM has the right to refuse rental based on the limitation of the facility to safely meet the needs of the user. FAM also has the right to refuse rental based on its ability to provide adequate safety for the exhibited artwork. As stated above, FAM's first and main purpose is that of an art museum. Final exhibit content is at the discretion of the FAM curatorial staff and FAM reserves the right to change/alter the schedule or include works not initially discussed at signing. All efforts will be made to notify users of any changes that may affect the event prior to the scheduled date.
8. Client is responsible for any required furniture. Chairs and tables may be rented at the rates listed above or commercial rentals may be delivered up to 24 hours before the event begins. The rentals must be removed immediately following the event unless arrangements are made in advance with the FAM staff. Outside service providers must schedule deliveries with FAM at least 48 hours in advance. All tables, chairs, benches, etc. must be set up at least three feet away from all gallery walls and all artwork. This is to protect the art and the facility. FAM personnel will work with the user on the final set up and has the right to move any and all furniture or

equipment if this rule is overlooked or otherwise ignored.

9. Donated food or food prepared at home is not permitted due to liability issues. Self-catered events are not permitted. **Campus Catering (Aramark) is the only designated food service for events on the WCU campus. No outside caterers are permitted.**

10. With the appropriate approval from the University, alcohol may be permitted at events in which the alcohol is provided to attendees for free, however it may not be sold (cash bar). It is the responsibility of the user or user's agent to secure this permit. A copy of the permit must be provided to FAM at least two weeks prior to the event. A licensed and insured bartender (available through Campus Catering-Aramark) must serve all alcohol. Beverage servers are required to take proper precautions to ensure that guests are not served inappropriate amounts of alcohol and to ensure that no one under 21 years of age is served alcohol. Only the caterer may dispense alcoholic beverages. No kegs are allowed. **Campus Alcohol Approval Forms are available on the FAM website.**

11. At the end of the event, the space must be returned to the original condition. It is the duty of the client or of his/her representatives/vendors to remove all tables, chairs, food, beverages, decorations, equipment, trash and personal effects immediately after the event. Failure to do so will result in the donation of said items to FAM.

12. Client hereby agrees to defend, indemnify, and hold harmless FAM WCU, the State of North Carolina and its or their officers, directors, employees and agents from and against any and all claims, demands, causes of action, damages, liability, judgments, loss, costs and expenses, including reasonable attorney's fees and expenses of investigation, which may be suffered or incurred by any of them, or which may be claimed or alleged against any of them by any person or entity, arising out of, based upon, or related to any injury or alleged injury, including death, of any person, damage to or loss (or alleged damage or loss) of property, including without limitation injury to a person or property of FAM, WCU and its or their officers, directors, employees, agents, contractors and sub-contractors, members of the public and patrons of FAM, or other property of FAM or WCU arising out of Client's use (including, without limitation, the sale or dispensation of alcoholic beverages) or occupancy of the space or the FAM facility provided that such injury, damage or loss is not attributable to the negligence or other tortuous conduct of FAM WCU and its or their officers, directors, employees and agents.

RENTAL AGREEMENT SIGNATURES

The Signatures below indicate that the Client/User and FAM agree to all Terms and Conditions set forth above. Should any violation of the above occur, FAM reserves the right to terminate this agreement at any time.

CLIENT/USER

Printed Name: _____

Signature: _____

Date: _____

WCU FINE ART MUSEUM REPRESENTATIVE

Printed Name: _____

Signature: _____

Date: _____

Please return form to Dawn Behling, Museum Attendant, via email dmbehling@wcu.edu or fax at 828-227-7632