



## Facility Rental Policies for All Events

### Holding Dates, Booking Dates, and Cancellations

The Special Events Manager can place a temporary hold on a date for up to ten (10) business days. A rental reservation is considered secured after the date, time, guest count and location are agreed upon in a written contract/agreement by the Birmingham Museum of Art through the Special Events Manager. A deposit or full amount of the rental fee total has to be paid.

### Rental Fees, Deposits and Cancellations

1. Rental fees are determined based on the intended use of the facility and/or the purpose of the use. **See attached rental fee sheet.** The Museum may discount fees to designated classes of Museum members or other entities whose events support the Museum's mission.
2. A non-refundable deposit of 50% of the total rental fee (or a minimum of a \$1500.00 deposit for wedding ceremonies and or receptions) has to be received by the Special Events Manager. The balance is due no later than a week before the event takes place. Any additional charges (additional overhead fees, valet service, coat check, etc.) that were not included on the initial agreement will be billed to the client.
3. An Addendum will be drafted if there are any changes that need to be made to the contract once it has been signed and a deposit or full payment made. The Addendum would be signed by the User of the Museum and returned to the Special Events Manager.
4. **Should the event be cancelled with a written notice at least thirty (30) days or more prior to the event, 50% of the deposit shall be refunded. Should the event be cancelled less than thirty (30) days prior to the event, no refund of deposit shall be made.**
5. Events can be rescheduled/switched to a mutually agreeable date within 6-12 months and the dollars previously paid can be used as a credit.

**\*Please see Inclement Weather section of this document for refunds pertaining to event cancellations due to bad weather.**

### Overhead Fees

Overhead Fees for events occur before 9:00am and after 5:00pm Tuesday through Saturday and before 11:00am and after 5:00pm on Sunday, when the Museum is closed to the public. These fees cover the after-hours cost of Security and Maintenance and are listed on the special events fees sheet.

\*City, state, and federal codes, including safety/fire regulations, will be enforced by the Museum security staff and adhered to by User and guests.



## **Storage, Setup and Cleanup Fees**

See Red Mountain Garden Damage Rules, Decor and Deliveries, Storage sections below.

\*The Museum reserves the right to deny rental when, in its sole discretion, the intended use would be inconsistent with the Museum's mission or could pose a risk to the facility or artwork. Both the Special Event Agreement and the Facility Rental Policies must be signed and returned to the Museum.

## **Museum Art Rotations**

The Museum features an ever-changing series of exhibitions in the main galleries, 8<sup>th</sup> Ave Lobby, Oscars Café, hallway between the Café and 8<sup>th</sup> Ave Lobby and Ground Floor Lobby, which provides unique cultural entertainment for guests and a one-of-a-kind backdrop to any event. Due to this, works of art may be replaced, galleries de-installed and walls may be repainted in these areas at any given time without notice.

**\*Certain decor for special events may not get approval to display or install in certain areas of the Museum due to this as well. Please check with the Special Events Manager for approval prior to selecting the décor for the event.**

## **Event Restrictions**

Although fundraisers and political events are allowed, on-site purchase of tickets and live or silent auctions are prohibited.

No tickets or merchandise (such as books, clothing, accessories, art etc.) can be sold on the Museum premises during an event.



## Décor

The Birmingham Museum of Art has strict guidelines on décor including plant and floral arrangements. **Please review your décor plans with the Special Events Manager prior to selecting décor for your event.**

- Event layouts/set ups for each space have to follow the facility's fire code and ADA guidelines so that we stay compliant. No décor can block any security cameras, walkways, stairways, entrances or exits.
- At no time is any area of the Museum to be altered or disturbed in any way that might prove harmful to the Museum or its collections.
- Walls are not to be touched with decorations. Nothing can be taped, nailed, or pinned into walls or hung from ceilings.
- All decorations must be free standing.
- **The following items are NOT allowed** as décor anywhere inside the Museum or Red Mountain Garden Club Memorial Garden: **candles with real flames (battery- operated candles allowed only), sparklers, balloons with helium, glitter, sequins, confetti and smoke or cold spark machines.**
- For wedding send offs -flowers, petals, rice, artificial snow, birdseed, confetti etc. have to be **BIODEGRADABLE**.
- If any flowers, petals, confetti, sparklers, feathers, glow sticks etc. are used outside of our entrance, left on the premises and not cleaned up to our standards after the event, there will be a \$150.00 cleanup charge invoiced to the User to pay.



## Plant and Flower Guidelines

The following guidelines are intended to prevent inadvertent damage to artwork during an event:

1. Materials to be arranged should be kept atop plastic sheeting (provided by the arranger) during set-up.
2. Every effort should be made to confine materials to a small and tidy area.
3. All plant materials left over must be cleaned up by the arranger and disposed of in a proper waste receptacle. **This will not be the responsibility of the Museum maintenance or staff.**
4. Arrangements should be of a sufficient distance from any and all art to ensure that there is no contact with the artwork and that an accident would not result in the arrangement toppling into a piece.
5. Arrangements, lanterns, lights, and other various decorations are not allowed in the trees in the Red Mountain Garden Club Memorial Garden or in the Jaudon pools.
6. Arrangements should not impede normal traffic flow through the museum (no large stalks or stick that can block halls or doorways).
7. Plants must not touch floors, walls or art.
8. Plant material should be inspected for signs of insects, and be free of disease.
9. No misting is allowed in the galleries. All containers must be water tight.
10. Prohibited materials:
  - a. Hollow reed basketry materials
  - b. Seed pods (pine cones that have been painted or otherwise coated are OK)
  - c. Bark, (or woody parts of plants, such as branches). Green (young) bark is allowed, but must be previously inspected for evidence of larva or insect casings...green bark should be washed with warm, soapy water and dried.
  - d. Mosses collected in the forest (nursery grown mosses are OK)
  - e. Sod
  - f. Peat Moss
  - g. Bird or insect nests & eggs
  - h. Fruits, edible nuts or vegetables (unless used in Cafe, and they must be removed
  - i. after the event)...a rodent attractant!
  - j. Cocoa shells, wood chips
  - k. Bamboo
11. Lily stamens or other pollen-bearing parts of plants must be removed (pollen on them will stain, and goes through our HVAC system). Catkins (pussy willows) that are not placed in water are OK, as long as they are not fully bloomed, with pollen. Pine branches with pollen stalks are prohibited.
12. No aerosol cans (such as wilt-pruf) or glue guns to secure plant material
13. **Live plants are permitted, but soil must be removed from them, and replaced with bagged, sterile (nursery) soil.**
14. No live trees such as Christmas trees, garland or wreaths (even without pollen)



## **Red Mountain Garden & Upper Plaza Damage Rules**

Should any damage occur to the shrubbery, art work/sculptures, lighting, Jaudon pools, tile or brick/stone work in or around the pools, the User and or vendors will be held responsible for reimbursing the Birmingham Museum of Art/Red Mountain Garden Club within 90 days after damage has been assessed and an invoice has been issued.

## **Food and Beverages**

**No outside catering is allowed.** All food and beverage must be provided by the Museum's exclusive, preferred catering companies and beverage provider. Food and drink are limited to the 8<sup>th</sup> Avenue Lobby, Oscar's Café, and the Sculpture Garden. **Food and beverages are prohibited in any of the galleries and the Steiner Auditorium.**

## **Smoking on the Premises**

Smoking of cigars, cigarettes, e-cigarettes/vaping **are not prohibited** inside the Museum, in the Sculpture Garden, parking lot or back or front entrances.

## **Photography**

Photography is allowed inside the Museum for special events. However, all photography should be confined to Oscar's Café, 8<sup>th</sup> Avenue Lobby, and the Red Mountain Garden Club Memorial Garden. Works of art may not be photographed (where the art is the focus) without the prior written permission from a Museum representative. Flash photography in or near the galleries is not permitted. Photographers with equipment other than a camera such as tripods, lights and reflectors etc. must receive prior permission to take photos in or near galleries. The Museum representative will work with the photographer in advance regarding appropriate sites for taking photos in the Museum.

**Please ask for our current photography guidelines if you plan to have a photographer at your event.**

\*The Museum does not allow bridal photo shoots for weddings that are not being held at the Museum. Please ask for the Museum's current photography guidelines if you have any questions.

## **Security and Maintenance**

The Birmingham Museum of Art has its own security and maintenance staff that is in the building and parking lot at all times. The Museum reserves the right to hire additional security personnel at the expense of the User to maintain crowd control for an event.



## Parking

When renting the Museum for a private event after 5:00pm, the User will have exclusive access to the Birmingham Museum of Art's parking lot. The parking lot has approximately 62 spaces.

Additional public parking is available on the street at a meter near the Museum and at the Boutwell Parking Deck # 2 – address 801 North 19<sup>th</sup> Street (next to the Boutwell Auditorium.)

Boutwell Parking Deck Rates- first hour \$2.00, each additional hour \$1.00 with a daily maximum rate of \$9.00. You can find out more information at [www.Bhamparking.com](http://www.Bhamparking.com).

If there is a major event taking place in the area and the Boutwell Parking Deck attendants are on duty in the deck, parking is \$20.00 per car.

**\*The Museum can not guarantee the availability of parking spaces in our lot from 8:00am-5:00pm. Occasionally some spaces have to be reserved for scheduled Museum art classes/events after 5:00pm.**

For daytime events with 50 or more guests; we ask guests to park at the Boutwell Parking Deck or at a metered parking space. This helps us to keep some available parking spaces in our lot for Museum visitors.

## Valet Service

Should the User wish to hire a valet service for an after 5:00pm private event, the valet company must contact the Museum to establish the proper traffic logistics with the Museum's Director of Security or Security Supervisor.

Valet service at the Museum's front entrance will require (2-3) Birmingham Police Officers (\$35.00 an hour per officer for regular events and \$40.00 an hour per officer for events where alcohol is served) to direct traffic. **The User is responsible for paying the cost for both valet service and police officers. The User must book the valet service directly through the company and the Museum will book the (2-3) Birmingham Police Officers.**

The valet service company will have to contact the Birmingham Parking Authority to setup parking arrangements for overflow at the Boutwell Parking Deck if the guest count is 275 or more. **This may incur additional parking charges for the User.**

**Vendors hired to provide services for your event may have to park offsite to allow your event guests to self park or for valet service to utilize the parking lot.**



### **Inclement Weather/ Occurrence's Out of Our Control**

The Birmingham Museum of Art's obligation to make the facility available will be relieved if anything outside of its control prevents the facility from being available at the date and time scheduled for the event. This includes such occurrences as natural disaster, fire, cold -weather precipitation (i.e. snow, ice), destruction, governmental order, quarantine, pandemic and administrative evacuation (i.e. bomb threats) or other forces or events outside of the Museum's control. If such occurs, the Birmingham Museum of Art will allow the client to reschedule their event or refund the paid amount in full, but will have no other liability due to such cancellation or unavailability of the use of the facility.

Events that are cancelled the "day of" (no later than 4 hours before scheduled event) by the client, due to inclement weather concerns, can receive their paid deposit amount only with a letter stating the reason (this happens if the facility will remain open and there are no plans for it to close.) If the events cancelled less than 4 hours before the scheduled time, the client will not receive a refund of any amount that was paid.



## **Birmingham Museum of Art Is KultureCity Certified**

KultureCity is a non-profit organization helping institutions like us become sensory inclusive. This allows visitors with sensory needs like PTSD, autism, dementia, strokes, and other forms of neurodiversity feel welcome and secure at the BMA. To be certified, the Birmingham Museum of Art is recognized as an institution that is inclusive to all people with sensory needs.

The museum sensory inclusion creates an environment that, with education and minor environmental modifications, is a location that is accepting and welcoming to ALL guests, regardless of sensory needs. All events and programs become accessible to those with sensory sensitivities. The following is a list of things that the BMA will offer for people with sensory needs:

1. Sensory Bags
2. Quiet Areas
3. Headphone Zones

If you have guests with sensory needs please ask one of our security guards or the special events manager for assistance.





## Music for Events

### Audio Equipment for Musical Entertainment: Band, D.J., Performers

In order to ensure the safety and preservation of the Birmingham Museum of Art's collection, all music vendors bringing in audio equipment for events at the museum must ensure that their speakers have equalization functionality to control the decibel levels of the music. **The maximum decibel level allowed inside of the building is 80db.** This is to prevent damage to our works of art and items in our Museum Store from vibration caused by loud speakers.

It is well-established that excessive vibration from loud music can cause damage to fine art, including cracking, fading, and even structural damage. As such, it is imperative that we take measures to protect our collection.

A staff member will be present during the event to use a decibel reader to ensure that music remains at the appropriate level throughout the event. **If the decibel level exceeds 80db, the vendor will be alerted and asked to adjust accordingly.** Should the vendor continuously not cooperate, the staff member has the authority to stop the music and ask the vendor to leave the premises.

We appreciate your understanding and cooperation in this matter.



## **Deliveries, Storage, Setup and Cleanup for Events**

### **Deliveries**

**All deliveries must take place on the day of the event.** Deliveries must be scheduled with the special events manager; any unscheduled delivery will be refused. Deliveries must be made through loading dock: no equipment will be allowed through the glass door entrances.

### **Storage**

The Birmingham Museum of Art has very limited storage areas. **The Museum will not store any materials overnight and assumes no liability for such items.**

Vendors and/or the User are responsible for removing all decorations and equipment from the premises at the conclusion of the event. **If anything is left such as tents, chairs, tables, floral vases, dishware etc there will be a \$200.00 a day storage fee charged/invoiced to the vendor and/ or User until it is removed from our premises.**

If things are stored temporarily in the Members Room, Conference Room or Lounge during the event, please do not stack boxes etc. near or against artwork where it can potentially get damaged.

### **Event Setup/Breakdown Times and Cleanup**

Regular events (not weddings) have two hours to set up prior to the event and one hour to breakdown after the event.

Wedding vendors can load in starting at 9:00am on the day of the event and have two hours to breakdown after the event.

If additional set up or breakdown time is needed please discuss with the Special Events Manager.

The setup and dismantling of decorations is not to disrupt public use of the facility. Vendors and/or User must bring their own equipment (ladders, rolling carts, extension cords, etc.), as the Museum does not provide this equipment.

**To adhere to fire code and ADA guidelines vendors can not block walkways, stairways, entrances or exits while setting up for the event.**



## **Deliveries, Storage, Setup and Cleanup for Events Continued**

**The Museum offers lunch service in Oscars Café Tuesday thru Saturday from 11:00am-2:00pm.** Event set ups within that space can take place after it has been cleared and reset for your event.

An Oscars Cafe buyout fee for lunch service to be suspended can be paid if an earlier set up time is needed. The request has to be made no later than three weeks before your event date to the Special Events Manager to get approval. The buyout fee is currently \$1500.00.

The 8<sup>th</sup> Ave Lobby and Sculpture Garden can be set up earlier if there is nothing taking place in those spaces. Please check with the Special Events Manager to confirm.

The Museum maintenance staff will only set up and breakdown tables, chairs used from our inventory. They will clean the facility once all decorations and outside rentals have been removed.

### **Linens for Tables Used During Events**

Table linens for event set ups are not provided by the Birmingham Museum of Art. They can be rented from an outside vendor or the User can bring their own.

### **Event Layout Changes**

**There is a \$200.00 layout/floor plan change fee if the Museum's maintenance crew has to reset an event space after the final confirmed layout has been given to the Special Events Manager.**

Vendors will have to sign an Outside Vendor Agreement form and or wear a visitor badge when they arrive to the Museum to provide services for your event.



**Fees That Can Be Incurred by User & or Vendors:**

- \$200.00 a day storage fee if vendors or User leaves décor, rentals etc. after an event.
- An hourly overhead fee for events occurring before 9:00am and after 5:00pm, when the Museum is closed to the public.
- An hourly overhead fee for security to remain in the building after a scheduled event breakdown time due to extended vendor load out time or guests congregating after the event has ended.
- \$200.00 layout change fee after the final layout has been set up by our maintenance crew.
- \$150.00 clean up fee for any décor- flowers, sparklers, petals, glow sticks, signage etc. left behind and not properly picked up and discarded after an event.
- Reimbursement for any damage to the building, the Red Mountain Garden and or Upper Plaza.
- Any optional services- valet, coat check, police officers, audio visual technician etc.
- Oscars Café buyout fee for an earlier set up time in the space \$1500.00.

**\*A credit card must be on file to charge the fees to if the situation occurs.  
The User will be notified and emailed an invoice before the card is charged.**