

William F. Winter Archives and History Building

(Adopted by the Board of Trustees on July 25, 2003, Amended January 22, 2021)

Rule 1.1 Event Rental.

The William F. Winter Archives and History Building (Winter Building) is operated as an archival storage and access facility and also houses the administrative offices for the Mississippi Department of Archives and History (MDAH). The Orientation Room, lobby with the front porch, 3rd floor rooftop porch North, and 3rd floor rooftop porch West have been designated as areas for use by are available for rental by organizations/businesses. The Winter Building will not be available to individuals acting on their own.

A. Application:

An organization or business must complete an application (and may be asked to supply bylaws and/or articles of incorporation) to rent space in the Winter Building. The Event Rental Committee—consisting of the MDAH director of operations, Museum Division events manager, and director of Archives & Records Services Division—must review and approve all requests. Applications must be submitted electronically using the webform on the MDAH website a minimum of sixty (60) calendar days prior to the event. Requests for a shorter timeframe may be denied.

B. Contract /Security Deposit

Event reservations are confirmed once the signed contract and the security deposit have been received by the Museum Division events manager. The security deposit will be refunded after the event provided the rented area is returned to its original state. Contracts are valid for fifteen (15) days after issue date.

C. Rental Fees:

The fee schedule has been approved by the MDAH Board of Trustees. Sales tax applies to all fees. If an organization is exempt from paying sales tax, a copy of the Letter Ruling from the Mississippi Department of Revenue must be submitted with payment (*Miss. Code* §§ 27-65-111). Other state agencies or organizations that are prohibited by state law from paying fees to MDAH are limited to using the facility only during regular weekday operating hours and other restrictions may apply.

Rental fees are invoiced at the time the contract is issued and are due in full thirty (30) calendar days prior to the event. **The event reservation will be cancelled if payment is not received by the due date. The User will be notified of the cancellation and the security deposit will not be refunded.**

If the security deposit is paid by credit card, the same card must be used for the rental fee. If the security deposit is paid by check, a credit card may be used for the rental fee. A purchase order is an acceptable form of payment

D. Cancellation:

If the User sends written notice of cancellation and it is received by the museum division events coordinator more than thirty (30) calendar days prior to the scheduled event, the User will receive a refund of 75% of the total. Cancellations fewer than 30 working days prior to the event will result in the forfeit of all fees paid.

MDAH reserves the right to cancel an event if the Winter Building is rendered unsuitable due to unforeseen circumstances, and the user will receive a full refund.

E. Hours of Operation / Building Access

- a. Public access to the William F. Winter Archives and History Building (Winter Building) will be provided at the first floor North Street entrance.
- b. Daytime events may be held during regular operating hours: 9 a.m. to 4 p.m., Tuesday – Friday and 9 a.m. – 1 p.m. on Saturday.
- c. The Winter Building is closed on Sunday and rentals are not available on Mondays.
- d. After hours Events may be held: Tuesday – Thursday, 5 p.m. – 9 p.m., Friday, 5 p.m. – midnight, and Saturday 2 p.m. – midnight
- e. The Winter Building is handicapped accessible.
- f. During normal operating business hours, tours of the non-restricted areas of the Winter Building may be arranged through the Event Rental Committee. Security concerns limit the size of the tour group to twelve.

Rule 16.2 Event Arrangements.

A. Room Selection:

The User may indicate room preference in the application. The room selection will be stated on the contract. Once the contract is signed and returned, the room selection cannot be changed. User shall not exceed maximum occupancy per fire code. Refer to application for maximum occupancy per area. MDAH reserves the right to remove event participants and/or cancel an event at any time if maximum capacity for the selected room exceeds fire code.

B. Approved Vendors:

All rentals, floral arrangements, decorations, music, and contracted services must be approved by the Event Rental Committee. Users may be asked to supply a copy of the vendor’s articles of incorporation and business permit prior to the event.

C. Catering:

Food and beverages are allowed for receptions in all rental spaces and must be prepared by a professional caterer or restaurant. Users may be asked to submit menus for approval at least ten (10) working days prior to event. User must supply any/all necessary tablecloths, and all utensils, dinnerware, table decorations, service equipment, food, and beverages. The Caterer or User must provide all labor for the event. The designated area must be returned to its original condition after the event, with all trash removed offsite by the end time designated on the application.

D. Alcohol:

Anytime alcohol is served, whether sold or distributed freely, a proper permit from the Division of Revenue's Alcohol Beverage Control (ABC) Division must be acquired. The User is responsible for obtaining alcohol permit and providing a copy to the Museum Division events coordinator prior to the event. Beer and low-alcohol content wines require one type of permit while wines and liquors require a separate permit. Permits can be for a one-time use or for a longer period of time. The permit holder then is responsible for distributing the alcohol and must take on the responsibilities of being insured and checking identification. (*Miss. Code* §§ 67-3-15, 67-3-25)

E. Decorations:

Set up and decoration plans must be submitted in writing and approved by the Event Rental Committee before an event rental contract will be issued to the User by the Winter Building.

The Event Rental Committee or a designee must be present during the event set up.

No changes—such as the movement of items on walls, the opening of blinds, etc.—may be made to spaces within the Winter Building without approval. If approved, Winter Building staff will make the requested adjustment. Floral arrangements brought into the building must come from a professional florist or nursery and must be approved by the Event Rental Committee or designee ten (10) days prior to the event. These floral arrangements must be completely arranged and ready for placement. No member of the host organization is permitted to arrange flowers on site.

Open flames (candles, torches, oil lamps, sparklers, etc.) are not permitted on Winter Building grounds. Battery operated candles are allowed. Glitter is prohibited in any form. Confetti, rose petals, and dry rice are prohibited. Bubbles, dry ice, and smoke machines may be used outdoors only.

Free-standing signs must be approved prior to the event. No decorations or signs may be adhered to wall, doors, exhibits, windows, or any part of the building. Any power cords must be thoroughly taped down with “gaffer” tape.

All decorations must be removed at the conclusion of the event by the end time stated on the contract. Any items left behind shall be disposed of at the discretion of the Event Rental Committee.

F. Equipment:

Outside rental equipment is permitted. An outside rental fee may be applied. Audiovisual equipment, tablecloths, chairs, and tables are available for a rental fee. Additional audiovisual equipment may be secured from outside vendors if arranged in advance with the Event Rental Committee. The Winter Building is not responsible for any damage to equipment rented from an outside vendor. The User is responsible for all damages to equipment rented from the Winter Building.

G. Music / Other Entertainment:

Music or other entertainment must be approved by the Event Rental Committee at least ten (10) working days prior to event. The request must be submitted in writing

H. Lighting:

Any additional lighting must be approved by the Event Rental Committee at least ten (10) working days prior to event. The request must be submitted in writing. Additional lighting may be secured from outside vendors if arranged in advance with the Event Rental Committee. The User is responsible for the operation, set up and break down of all additional lighting equipment. The User is responsible for any damages to equipment rented from an outside vendor or from the Winter Building.

I. Parking:

Free parking is located along North Street, Amite Street, and behind the Old Capitol Museum. The Two Mississippi Museums public parking garage may be available, but visitors may need to pay to park. Handicapped parking is available in front of the Winter Building and within the Two Mississippi Museums parking garage.

J. Security:

After hours events must have security. No outside security is permitted without written approval from Capitol Police. Capitol Police will be on duty during regular operational hours of the Winter Building. For any events held after hours, it is the responsibility of the User to pay for security.

When a Winter Building contract for an after hours event is issued, Capitol Police will be copied on the contract. Capitol Police are responsible for invoicing the User and payment will be made directly to the Office of the Capitol Police. **MDAH is prohibited by law to transfer funds to Capitol Police.**

K. Set up & Removal:

Users of the facility will set up one hour before the scheduled event and must return the designated area to its original state within one hour after the event unless other arrangements are made in advance with the Event Rental Committee. Events starting prior to 9 a.m. may be set up the day before between 4 and 5 p.m. Any use of the building prior to the designated meeting time must be approved by the Event Rental Committee. Violation of the set up and removal policy will forfeit the User's security deposit, and additional fees may occur.

L. Damage/Liability Coverage

The User is responsible for any breakage or damage and associated repair costs to the Winter Building, its furnishings, or grounds. Winter Building staff will obtain estimates and supervise all repairs.

Since the Winter Building is administered by the Mississippi Department of Archives and History, a state agency, the User has liability coverage pursuant to *Miss. Code* §§ 11-46- 1 et seq.

M. Event related Videotaping/ Filming/ Photography:

Videotaping, filming, and photography may be made for personal use only. Any type of multimedia related recording of the Winter Building exhibits, artifacts, and collections is prohibited unless the User has obtained a Commercial Filming/Photography Contract.

Any commercial or professional videotaping, filming, and/or photography requires approval by the Museum Division director or the MDAH director. If approved, a Commercial Filming/Photography Contract will be issued to the User and applicable fees will be charged. A complimentary copy of the media or print must be provided to the Winter Building. Any type of commercial recording of the Winter Building exhibits, artifacts, and collections is strictly prohibited without a signed Commercial Filming/Photography Contract.

N. Restrictions

1. The Winter Building a smoke-free facility (*Miss. Code* §§ 29-5-161 (1972, as amended). Smoking is permitted only in designated areas.
2. No weapons are allowed in the building.
3. Only service animals are allowed in the building.
4. User shall conduct the event in an orderly manner and in full compliance with all applicable laws, rules, and regulations. MDAH 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 Winter Building staff.
5. In order to prevent the appearance of MDAH endorsing a particular cause or event, Users may be asked to include the disclaimer on all forms of advertising stating “The Mississippi Department of Archives & History does not sponsor or endorse this event.”
6. As a state agency (established by *Miss. Code Ann.* § 37-33-153) MDAH is not allowed by law to charge for services (per *Miss. Code Ann.* § 27-104-203) to other state agencies during regular operating hours (per Two MM Event Rental Policy 12.1.E). A state agency may hold an event at the museums one (1) time per quarter with a total of four (4) events per agency per year. State agencies using the facility free of charge are limited to the Orientation Room and the room must remain in its original setup.