MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS
Museum of Natural Science
1505 Eastover Drive, Jackson, MS 39211

PUBLIC NOTICE of INTENT M1 - 3821

TO: The Honorable Delbert Hosemann
Secretary of State
P.O. Box 136
Jackson, MS 39205
AND
ALL INTERESTED PERSONS

The Mississippi Commission on Wildlife, Fisheries and Parks, at a meeting in, Jackson, Mississippi on November 28, 2012, under authority of Section 25-43-3.106, Mississippi Code of 1972, and Sections 49-1-29; 49-1-55; and 49-4-4(5), did make known its intent to adopt the following regulation regarding the rental of the Mississippi Museum of Natural Science building and grounds:

I. RENTAL OF MISSISSIPPI MUSEUM OF NATURAL SCIENCE FOR MEETINGS AND EVENTS

1) Each individual, organization, association, or other groups entity shall enter into a written agreement with the museum as set forth in standard operating procedures.

2) All scheduled uses shall be reserved at least fifteen (15) days in advance. Reservations will be taken no more than twelve (12) months in advance.

3) The maximum number of attendees is 3,000.

4) The museum facilities are not available for meetings and/or functions to any organization, association, or other groups or entities that discriminate based on race, color, creed, religion, gender, and/or national origin.

II. DEPOSIT AND PAYMENT

1) Deposit

To reserve the facilities. Client shall pay the Museum a non refundable deposit of $200 payable upon the execution of the Agreement. If deposit is not received, the Agreement shall terminate and be of no further force or effect. The requested date of the facilities rental will not be confirmed until the deposit is paid and the Agreement is signed. The deposit shall be applied in full as a credit against payment due to the Museum under this Agreement.

2) Payment

Client agrees to pay the Museum a fee, for facility rental requested for the event, ($200 of this amount will have been paid as a deposit). The remaining balance of the facility rental is due 7 business days after the event. Following the event, the Client will be invoiced and agrees to pay for any additional cost incurred. Fees are to be determined based on current local market rental fees.

3) Security

A minimum of one security officer must be present during every event. The cost of this service is included in the price of the facility rental. Additional security personnel will be paid for by client and may be required based on the number of guests attending the event and the amount of space rented. Security requirements are determined at the sole discretion of the Museum. Client will be notified prior to the event if any such additional security personnel are deemed necessary.

4) Janitorial

Normal and usual housekeeping is included with the facility rental. Additional janitorial workers may be required due to clean-up above and beyond standard cleaning. Client will be notified during or immediately following an event if any such additional janitorial personnel are deemed necessary. The Client is responsible for removal of garbage, boxes, etc. from each event. The client is responsible for the removal of all client provided tables, chairs, podiums, and risers from the public areas.

5) Access Times

Please be aware that the Museum does not close to the public until 5 p.m. daily. So that we do not infringe on our visitors' access to exhibits and education areas during operating hours, the following access times are in effect for move-in and set-up.

Access to loading dock beginning at 3:00 p.m. to unload and assemble materials; access to patios, and kitchen at 4:30 p.m.; lower and upper lobby access beginning at 5:00 p.m.

III. CONDUCT DURING EVENT

1) Compliance

The Client agrees to comply with all policies, practices, rules, and regulations of the Museum listed below and its sole discretion may determine compliance of the Client.

2) Damages

Client assumes full responsibility for any and all damages to the physical premises and property of the Museum and for any and all personal injuries caused by Client, Client's guests, and/or Client's independent contractor that may occur during any such time premises are occupied by the Client, Client's independent contractors, or Client's guests. Client agrees to defend, indemnify, and hold harmless the Museum and MDWFP from all claims, lawsuits or other actions, including claims for damages, costs and/or attorney fees.

3) Restricted Areas

To ensure the safety and security of the Museum and its contents as well as minimize liability to the Client, all non-rented areas are off-limits to the Client, Client's independent contractor(s). Any of these individuals found in an off-limits area may be asked to leave the premises.

4) Operations

Client, Client's guests, and Client's independent contractor(s) must comply with any requests made of them by the Museum staff. Museum staff and janitorial personnel are provided by the Museum for your event.

5) Event Conclusion

Client is responsible for ensuring that all events must conclude no later than the time specified on the Facility Rental Agreement. After that time, the Museum will be accessible only to staff designated for the breakdown and clean up of the event. All
events must be scheduled to conclude no later than 10 p.m. unless otherwise agreed upon.

6) Electrical Cords

All electrical cords and equipment cables used must be installed so as not to present a hazard for guests and must be in accordance with NEC and NFPA 70E safety guidelines. Electrical cords may not be taped to the floors in prominent walkways. Museum may request the repair or replacement of any damaged or faulty cables or equipment to ensure the safety of all personnel and guests. The Museum does not supply electrical cords to Clients.

7) Cut Flowers

All cut flowers are to come from a florist so as to minimize the chance of introducing insects in the collections and exhibits.

8) Prohibited Activities

The following activities are strictly prohibited in indoor facilities:

- Cigarette and cigar smoking or smokeless tobacco anywhere inside the Museum;
- Smoking, fog, or haze producing equipment of any kind;
- Open flames of any kind; Candles (unless enclosed in a hurricane lamp or similar device or votive);
- Food and beverage in non-designated areas;
- Any materials nailed, or taped to any ceilings, walls, floors, or furnishings inside or outside of the building;
- Helium balloons;
- Throwing of rice, confetti, birdseed, or other materials (This includes metallic "confetti" or "glitter" like products scattered on guest tables or buffets);
- Potted plants containing dirt are prohibited in the lobbies and exhibit halls;
- Under no circumstances should food, drink, or trash be left in the building Overnight.

9) Invitation

A copy of the invitation and/or any announcement for the event must be reviewed by the Museum. The Client agrees to make all reasonable changes to the copy if any are requested by the Museum.

10) Vendor Load-In and Load-Out

Arrangements regarding access to the Museum for deliveries, set-up, and removal of equipment must be reviewed in advance with the Event Coordinator (Museum contact that is assigned to your event). It is the Client's sole responsibility to inform independent contractors of Museum rules, regulations, policies, and procedures. The Museum must receive a list of all vendors with contact information no later than one week prior to event. The following guidelines explain the responsibilities of the Client and Client's independent contractor(s).

11) Costs

Client bears the responsibility for all costs associated with outside vendors (caterers, florists, entertainment, etc.).

12) License and Proof of Insurance

All outside vendors used for the event must file copies of current business licenses, certificates of insurance, and proof of worker's compensation with the Museum.

13) Deliveries

Vendors must check-in with Museum Security upon arrival. Once the vendor has finished unloading or loading, the vendor's vehicle must be moved to the parking lot so that others may utilize the dock area. Vendors are not allowed to park personal vehicles in the dock area.

14) Load-Out

Arrangements must be made in advance with all vendors to return and pick-up client provided items immediately following the event. The Museum is not responsible for any lost or stolen supplies, equipment, or other 'property that is left overnight. Vendors are responsible for clean-up and removal of all rented items.

15) Staging

All staging must occur on the loading dock area and not in hallways. For fire safety reasons, all hallways and doorways must be kept clear of tables and equipment at all times.

16) Dollies or Hand Trucks

Client must provide appropriate dollies or hand trucks for the setup and removal of supplies. The floor in the Museum is especially susceptible to damage, so we must strictly prohibit any sliding or dragging of equipment on its surface. All risers and moveable items placed on the floor require rubber bearings. The Museum does not provide any staff to help unload or load equipment.

17) Trash Disposal

All vendor trash must be properly bagged and disposed of by Client's vendors in the dumpster located outside.

18) Supplies and Equipment

The Museum does not provide any supplies or equipment. All equipment and necessary materials are the responsibility of the Client and vendors.

19) Kitchen Equipment

Because of the limitations of space and equipment in the Museum, Client's catering vendors should prepare food off-site. Caterers are responsible for maintaining cleanliness in the Museum during the event and returning the kitchen to it's original state.

20) Checkout

Before departing, all vendors are responsible for checking out with the Museum Representative. The Client will compensate the Museum for any damage to facilities and property of the Museum caused by Client, Client's guest of Client's vendor.

21) Exhibits

Exhibits form an integral part of the Museum's educational mission. In addition to galleries, exhibits are also located in other public areas. Once positioned, these exhibits are considered "permanent" and cannot be moved from their locations for any reason.

This adopted public notice will become effective December 29, 2012. Witness my hand and seal this the 28th day of November, 2012.

MISSISSIPPI COMMISSION ON WILDLIFE, FISHERIES & PARKS

BY: _____
Jerry Munro, Chairman

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES & PARKS

BY: _____
Sam Polles, Ph.D., Executive Director

_____
Notary

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 93475
ANNETTE S. CLARK
Commission Expires
June 29, 2013
RANKIN COUNTY