

MIDDLETOWN ART CENTER

MIDDLETOWN ART CENTER FACILITY USE AGREEMENT

Section 1 – Fundamental Provisions

1. **User:** _____

2. **Contact Person:** _____

3. **Person in charge at Event:** _____

4. **Email:** _____

5. **Phone:** _____

6. **Address:** _____

7. **Date/Time of Event:** _____

8. **Description of Event:** _____

9. **Number of Guests:** _____

8. **Space Rental Fee:** multiply by number of hours occupied \$ _____

Gallery @ \$65/ hr or \$50 members

Studio @ \$25/hr or \$20 members

Both indoor spaces \$75/\$65 members\$120/hr

Whole space indoor/outdoor \$120 hr/100 members.

*price includes all hours space is not available for MAC use

9. MAC Staff needed? Y _____ N _____

How many? _____ Time Span? _____ *\$20/hr

10. Special requests by Renter:

Charges for personnel during hours when MAC is closed and rental of equipment apply.

Due: _____ **Paid date:** _____

10. Special instructions to Renter from MAC:

Please leave space as found. Sweep floor at end of event. Supply your own admin or request from MAC for fee as outlined below.*

MAC is not responsible for Promotion or for administering event or taking admission,

MAC will post event on website and on Facebook if supplied Please create a graphic and Facebook event and make MAC a co-host so we can share with our outreach group.

MAC may also include your event on our weekly flyers in available space after MAC promotion needs are met, and may assist with press release for the paper. A paragraph or two must be supplied for press release. The Release will follow MAC's weekly format. Please supply a photo as well.

You may use our credit card Point of Sale but the service fee will be deducted, it is best if you have our own square or paypal (etc) capabilities.

Should you wish to have a MAC person on site for any purpose the cost is \$20 per hour for simple oversight and taking cash. MAC staff may assist but are not responsible for clean up or set up.

Work trade arrangements can be made with MAC staff. (i.e., participation in return for helping with admin etc.)

Insurance: A waiver must be signed as below. Please supply a waiver for participants to sign when they pay.

2. Terms

This agreement ("Agreement") is entered into by User and Middletown Art Center (MAC) / EcoArts of Lake County ("Owner"). In consideration for use of the MAC facilities ("the Premises"), User agrees as follows:

1. **Use:** The Premises shall be used solely for the purpose of conducting an event as described in Section 1, Item 6 (the "Event") during the hours set forth in Section 1, Item 5 (the "Contracted Hours"). User shall be present
2. **Rules and Regulations:**
 - 3.1 **Occupancy.** The maximum occupancy for the Premises is 130. The number of guests at the Event shall be as set forth in Section 1, Item 7. User shall not permit the maximum occupancy of the Premises to be exceeded at any time during the Event.
 - 3.2 **Condition of Premises**
 - (a) Set-up. User shall complete and submit to Owner prior to the Event, a floor plan and equipment list outlining the type and location of any equipment to

be used on the Premises. Set-up of the Premises is the responsibility of the User, and set-up time is included in the total Rental Time.

- (b) **Breakdown.** Upon conclusion of the Event, User shall be responsible for dismantling and removing equipment, supplies, materials, decorations or any other items brought into the Premises and place all refuse..It is the
- (c) User's responsibility to insure that all areas utilized during the Event are clean and orderly and in the condition found upon arrival. Breakdown time is included in the total Rental Time.

User shall be responsible for costs to repair any damage to the Premises occurring as a result of acts or omissions of User or User's guest. If the Premises are not returned in a clean and orderly condition as herein described, Owner shall invoice User for all costs associated with restoring the Premises to the condition existing prior to the Event. User shall reimburse Owner for such costs immediately upon receipt of invoice.

- 3.3 **Alcohol.** Alcohol License holder is responsible for ensuring that no one under the age of 21 is permitted to consume any alcoholic beverages of any kind on the Premises. Renter is expected to assist in enforcing this. Owner reserves the right to ID any person and to refuse service to any individual it feels is intoxicated.
- 3.4 **Use Restrictions.** Owner retains the right to control activities in order to protect and preserve the public spaces in the Premises. The following restrictions shall apply:
 - (a) Use of sound, amplification or audio-visual equipment, other than what is provided in your Event description must be approved by MAC
 - (b) Decorations and trash may not be left on site,
 - (c) Non-porous materials must be placed under all plants and vases to prevent water damage.
 - (d) Rice, confetti, bird seed, or similar materials may not be thrown inside or outside the Premises.
 - (e) Entrances and exits to the Premises shall remain clearly visible and unobstructed at all times.
 - (f) Smoking is not permitted on the Premises.
 - (g) Deliveries and pickups must be approved in advance and prearranged with MAC. All deliveries and pickups must take place within the Contracted Hours.
 - (h) In the event of danger or damage to the Premises, MAC reserves the right to terminate the Event. In such event, the Rental Fee and any other charges paid by User shall not be returned.

3. Cancellation. Any cancellation or other termination of this Agreement shall be in writing. In the event of cancellation (including User's failure to pay the

Rental Fee when due), the Deposit shall not be refunded. If User cancels this Agreement less than thirty (30) days prior to the Event, the Deposit shall not be refunded.

4. **Liability.** User hereby assumes all risk of damages to property or injury to persons in, on or about the Premises arising in connection with this Agreement and shall pay all repair or replacement costs as deemed necessary by Owner. User shall

indemnify, hold harmless, and defend Middletown Art Center and their officers, employees, agents and affiliates against and from any and all costs and expenses (including fees) and all claims of liability for loss, damage or injury to persons or property arising out of or asserted to arise out of or result from the use of the Premises by User, or from any activity permitted or suffered by User in, or about the Premises, including, without limitations, the acts or omissions of User, its officers, employees, agents, affiliates, independent contractors, invitees and guests, all consequential damages and all claims based on, or asserted to be based on a defect in any food or merchandise distributed in connection with the Event.

This constitutes a liability waiver in lieu of insurance.

5. **Food and Beverages.** Food and beverages may be served in the Premises upon prior approval by Owner.
6. Service of alcoholic beverages must be approved by Owner in advance of the Event. If approved by Owner, User assumes all responsibility and legal liability for events or injuries related to service of alcoholic beverages at the Event. User shall insure that caterers and licensed services comply with all alcoholic beverage laws in providing bar service. Liquor liability insurance coverage is required, as stated in Item 6 above.
7. **Entire Agreement.** The foregoing provisions reflect the entire agreement between Owner and User regarding use of the Premises and the Event. There are no promises, terms, conditions or obligations, either written or verbal, between the parties other than those contained in this Agreement.

Executed on the date written below.

RENTER		
PRINTED NAME OF RESPONSIBLE PARTY		TITLE
SIGNATURE		DATE

FOR MIDDLETOWN ART CENTER	TITLE
SIGNATURE	