

# Art Center East

Registered 501(C)3 not for profit art services organization.

1006 Penn Avenue, La Grande, OR

## Rental Agreement

Today's Date	
Name of Renter	
Name of Organization, if applicable	
Mailing Address	
Telephone	
E-mail	
Event Title	
Event Dates & Times *	

*\*Event cannot disrupt ACE programs. **Hours include set-up and clean-up.** All materials must be removed from the facility by the end of the contract.*

*\*Weekend Rental Period exclusive to Friday noon through Sunday noon, no exceptions. Rental completion walk through must occur before 1pm on Sunday.*

	Individual, Commercial, Nonprofit		Alcohol EVENT	
	Hourly	Six Hours	Hourly - Alcohol	Six Hours - Alcohol
Campus Boardroom	\$50	\$175	N/A	N/A
ACE Building	\$150	\$800	\$250	\$1500
MONTHLY RATES FOR STUDIO SPACE RENTAL				
	ACE Instructor	Working Artist *		
ACE Studio - Pottery	\$75	\$100		
ACE Studio - Classroom	\$55	\$85		
* STUDIO HOURS: Monday - Friday, 10am - 4pm. Saturday Noon - 4pm				

**FOR EVENTS ONLY**

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<i>DEPOSIT - Non-refundable Cleaning Fee (per event, not applicable for hourly non-alcohol rate)</i> <i>** Cleaning Fee must be with a credit card.</i>	\$200
<i>DEPOSIT - Refundable Security Fee (per event, not applicable for hourly non-alcohol rate)</i> <i>** Refundable Security Fee must be with credit card.</i>	\$75
<i>Event Cancellation Fee</i>	\$100
<i>EVENT STAFF Fee</i>	<i>\$15/hour per person outside ACE regular business hours</i>

Total Due Pre-Event: \$275 + \_\_\_\_\_ =

Total Due - Week of Event: \$ \_\_\_\_\_

Renter Signature & date: \_\_\_\_\_

ACE Signature & date \_\_\_\_\_

### ACE Staff Use Only:

Payment Type: Cash \_\_\_\_\_ Check \_\_\_\_\_ Credit \_\_\_\_\_

Received Date:

Post- Event Accounting

Description of any cleaning/repairs required:

Deposit to be returned/charges incurred in addition to the deposit:

\$ \_\_\_\_\_

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## Rental Agreement

1. Parties to Agreement: This rental agreement is entered into on

Today's Date: \_\_\_\_\_

by Art Center East (ACE) and the "RENTER": \_\_\_\_\_

Renter's Address: \_\_\_\_\_

Renter's Telephone: \_\_\_\_\_

Renter's Email: \_\_\_\_\_

2. Purpose and Rental Period: The Board of Directors of ACE agrees to rent the following space(s) hereafter referred to as the "FACILITY":

Please circle desired space below:

Penn Ave.	Campus House
<ul style="list-style-type: none"><li>• Building</li><li>• Studio - Classroom</li><li>• Studio - Pottery</li></ul>	<ul style="list-style-type: none"><li>• Parlour</li><li>• Boardroom</li></ul>

for the following EVENT/STUDIO: \_\_\_\_\_

The "RENTAL PERIOD" begins on the following date and time: \_\_\_\_\_

and ends on the following date and time: \_\_\_\_\_

-Please request and arrange a pre-event walk-through by calling 541-624-2800.

The RENTAL PERIOD includes set-up and clean-up. The contracted event cannot disrupt ACE programs. The RENTER may use ACE tables and chairs only if prearranged. All of RENTER's materials must be removed from the facility by the end of the contract date. If the facility-use time exceeds the rental period stated on the contract, standard rates apply. Additional charges will be deducted from RENTER's deposit or, if additional charges exceed deposited amount, RENTER agrees to allow ACE to charge these fees to RENTER's credit card on file and a receipt will be sent to RENTER's mailing address on file. Overage charges will be assessed in one-hour blocks.

**Initial:**

-Prearranged use of tables and chairs confirmed by ACE management.

**Initial:**

3. Rental Rates, Deposit, and Terms: The RENTER will pay a fee and deposit as determined by the **attached Rental Agreement**. The deposit(s) must be paid by credit card. The fee may be paid by cash, check, or credit card. The security deposit will be refunded in full if the FACILITY is left in its optimal condition, as it was in prior to the start of the RENTAL PERIOD.

**Initial:**

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a. Rental Cancellation Policy: RENTER may cancel the event(s) and receive a full refund of rental/deposit fees paid if cancellation is made three (3) months prior to the rental date. If RENTER cancels the event(s) within three (3) months of the rental date RENTER will forfeit ALL monies collected.

**Initial:**

4. ACE management will review CLOSING & CLEANING procedures as well as facility details (location of fire extinguisher, cleaning supplies, light switches, etc.) with the RENTER upon signing this AGREEMENT. Any aberrant conditions to the space will be noted by RENTER and reviewed and acknowledged by ACE management. At the completion of the rental period, ACE management will walk through the FACILITY to document any damage caused by RENTER and will advise prior to charging for damage. ACE will return security deposit to the RENTER within one (1) month after the RENTAL PERIOD. **Initial:**

### 5. Conditional Use of the Facility:

a. RENTER shall not paint, alter, or change the building in any manner. Use of hardware in the walls such as nails, staples, or screws shall be approved by ACE management, and if approved, RENTER agrees to remove all hardware in a condition that requires only a modicum of labor by ACE management in order to return them to their original state or better. Crown molding is excluded from this allowance.

**Initial:**

b. RENTER shall remove all garbage and waste from the premises following the rental event.

**Initial:**

c. If RENTER or event attendees cause damage to the building, the RENTER must notify ACE immediately following the event, indicating which item(s) need repair or service. Renter agrees to pay for any damage done to the building as a result of the rental event.

**Initial:**

d. The FACILITY is non-smoking, and outdoor smokers must be at least ten (10) feet from any building entrance. RENTER agrees to picking up any evidence of cigarettes around the premises. Failure to do so will result in the RENTER being charged \$100 for ACE Custodial to clean premises of any smoking-related garbage.

**Initial:**

e. RENTER will review and sign the **attached Closing Procedures Checklist** prior to the start of the RENTAL PERIOD. A copy of closing procedures will be given to RENTER for use at the event.

**Initial:**

f. ACE management and/or Board members may be present any time during the RENTAL PERIOD. Rental contract does not include ACE staff or volunteer time.

**Initial:**

g. Marketing any non-ACE event will be the responsibility of the RENTER.

**Initial:**

h. Exits shall not be obstructed in any matter and must remain free of any materials or matter where its presence would obstruct or render the exit hazardous. Do not block staircases, ramps doors, or

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designated areas of egress so that they cannot be used in the event of fire or emergency. All exterior windows are to remain closed during the entire rental period.

**Initial:**

i. Moving any art, gallery installations, equipment or non-rental furniture is prohibited. Any violations will result in forfeiting your entire rental deposits, both non-refundable and refundable.

**Initial:**

*The exhibit that is in the gallery at the signing of this document most likely will not be what is installed in the gallery during your event.* Reasonable accommodations may be made with needs of the event in mind. However, moving or altering exhibit installations may be impossible. If moveable walls or installations must be moved for the event it is the renter's responsibility to communicate needs and make arrangements accordingly with ACE staff at least two weeks before the event. RENTERS will be held responsible for any missing items, art or merchandise that has been removed from ACE site during the rental period. Cost of items will be removed or charged to credit card on file for rental.

**Initial:**

### 6. Liability Considerations and Clauses:

a. If RENTER or event attendees are injured in any manner including losing consciousness during the RENTAL PERIOD, RENTER agrees to notify ACE management immediately after contacting Emergency Services. ACE Emergency number : **(541) 604-2787**

**Initial:**

b. RENTER agrees to indemnify, defend, and hold harmless Art Center East, its Board of Directors, employees, volunteers and associated persons from any and all claims, suits, actions, liability, injury, damages, losses, costs, and expenses ("CLAIMS") of whatever nature and without limitation occurring or arising from RENTER's or event attendees' in, or use of, the FACILITY or portions thereof. Without limiting the foregoing, if alcohol, food, or beverages are served in the FACILITY, the foregoing indemnification includes CLAIMS arising from the serving of alcohol, food, and beverages.

**Initial:**

c. Alcohol consumption must only happen indoors at ACE. Containers may not be removed from the building and alcohol may not be consumed outdoors during the event. If selling alcohol during event, RENTER must produce to ACE a copy of an approved Oregon Liquor Control Commission Sales License, with OLCC permit number of bartender, 10 days in advance of the event." For more information, contact the OLCC. Their website is located at <http://www.oregon.gov/olcc/pages/index.aspx>.

**Initial:**

Certificate of insurance must be filed with ACE no later than ten days prior to the **event**, providing the following stated explicitly:

- \$1,000,000 Bodily Injury & Property Damage Liability Limits;
- Including Liquor Liability; within insurance policy.
- Naming the City of La Grande and Union County, Eastern Oregon Regional Arts Council (DBA Art Center East) its officers, agents and employees as additional named insured for any claim or claims resulting from or growing out of the operation or events of the principal insured's.

**Initial:**

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e. RENTERS are to adhere to City of La Grande sound ordinance of 10:00pm. ACE is settled within a residential area. Please reduce noise substantially after 10:00pm so that the event is not audible from outdoors.

**Initial:**

### 7. Studio Space (Pottery & Classroom)

- a. ACE Teaching Artists and Working Artists renting studio space must complete an Oregon Criminal History Information form at least one (1) month prior to their first month renting studio space. The Oregon Criminal History Information forms are available at ACE. Processing fees will be paid for by ACE. **Initial:**

- b. **ACE Teaching Artists** are allowed within the Studio spaces for preparation time and lesson planning between the hours of 6 a.m. - 10 p.m., Monday - Sunday. Teaching Artists will use building key code, issued by ACE, for entrance into building during these times. **Initial:**

- c. **Working Artists** must only use studio space during ACE open hours of Monday - Friday 10 a.m. - 4 p.m., Saturday 12-4 p.m. Working Artists will not receive a key code to the building. Working Artists may not use the studio while ACE classes are meeting. **Initial:**

- d. Working Artists will check in guests during their rental duration. Sign in sheet provided within each studio. **Initial:**

- e. Any artists wanting to use ACE kiln will be trained by ACE Teaching Artist Kurt Dittman prior to any use. Firings must take place during ACE business hours. An additional cost for firing will be added if firing needs to occur more than once per month, at an additional fee of \$30 per firing. **Initial:**

- f. Pottery Studio RENTERS will ONLY use clay Cone % in ACE Kilns. **Initial:**

- g. Supply Options: RENTERS are asked to provide their own supplies. Please keep items in a closed bin, clearly labeled with RENTER'S name on the outside for storage within studio space. **Initial:**

**\*ACE reserves the right to refuse rentals at its discretion.**

RENTER:

ACE:

Signature & Date:

Signature & Date:

ACE Staff Use Only

Deposit received via credit card: \$

Fee received:

Check #:

Cash

Credit Card

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<b><u>CLOSING AND CLEANING PROCEDURES</u></b>  _____ <i>Initial here to indicate you have read and understand all of the closing procedures prior to your contracted rental period.</i>	Initial below when complete: (If initialed and not complete during management final walk through renter may not receive full security deposit back.)
All floors swept. <b>To prevent damage to floors, wipe up spills as they occur.</b> Broom can be found in upstairs left hand closed along side entry way. <b>DO NOT USE CERAMICS MOP &amp; BUCKET.</b>	_____ <i>Initial here to indicate you have completed this task.</i>
All trash has been removed from trash cans and ACE property (this includes areas outside) and disposed of off-site. No smoking is allowed on Art Center property, therefore evidence of smoking (i.e. excessive cigarette butts on ground) will result in partial loss of deposit. **see rental agreement	_____ <i>Initial here to indicate you have completed this task.</i>
All lights and fans with the exception of the downstairs hallway light should be turned off. Thermostat should be turned to 60 degrees upon departure. -Gallery Lights located in right closet in event space. (Please note at walk through) - Upstairs lights controlled in central switchboard in event space. (Please note at walk through)	_____ <i>Initial here to indicate you have completed this task.</i>
Any furnishings or equipment belonging to ACE have been returned neatly to their original location. Please leave only 10-12 wooden chairs upstairs after event.	_____ <i>Initial here to indicate you have completed this task.</i>
All personal property has been removed. This includes all party decorations affixed to walls, ceiling, or windows. Please remove any kind of adhesive tape from any and all surfaces.	_____ <i>Initial here to indicate you have completed this task.</i>
All ACE doors and windows have been secured and key has been returned according to procedure.	_____ <i>Initial here to indicate you have completed this task.</i>

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All walls and pedestals have been checked for splatters, stains and smudges. If present, remove with damp wash cloth.

\_\_\_\_ *Initial here to indicate you have completed this task.*

*I hereby agree to abide by Art Center East's cleaning and check-out procedures and have read attached Waste Pro's Curbside Recycling Policy. All procedures have been demonstrated and understand where to access the supplies necessary to leave the building as found. I understand that my security deposit return is contingent upon proper execution of the above listed procedures. I understand that I am liable for any damages that occur during my paid rental beyond the security deposit.*

Signed	
Printed Name	
Date	

### FOR OFFICE USE:

Amount of Deposit: \_\_\_\_\_ Check No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

Amount Removed from Deposit Art Center: \_\_\_\_\_ Amount  
Returned: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
**Attached description of**  
**damage/observations: Y N**  
Art Center Representative: \_\_\_\_\_