

EASTERN SHORE ART CENTER
401 Oak Street, Fairhope, AL 36532
Phone: 251-928-2228 Fax: 251-928-5188

Special Events Coordinator:
Placed on Calendar: _____
Confirmed All Info: _____
Advised Frederick: _____
Changes/Cancellation: _____

FACILITY RENTAL CONTRACT

The Eastern Shore Art Association, Inc. (ESAA) rents its facilities to members and others for meetings and parties if such events do not interfere with ESAA activities. The terms and conditions for such rentals are detailed below.

I. Application for Facility Rental:

NAME: _____
ADDRESS: _____
PHONE: (HOME) _____ (WORK) _____ (CELL) _____
MEMBER: _____ NO _____ YES; WHICH LEVEL _____
EVENT: _____ NUMBER ATTENDING: _____
EVENT DATE: _____ EVENT HOURS: _____ (over 3 hours must be pre-approved)
SET-UP / CLEAN-UP HOURS: _____ (Set up no more than 2 hours prior to event & cleanup no more than 1 hour past event, additional time must be pre-approved & additional fees will be incurred by renter)

II. Rental Fees:

_____	Main Floor Galleries (Wilson, Woolley & Whiting) for Meetings During Weekday Working Hours:	\$150
	For Non-Profit Organizations.....	\$75
_____	Main Floor Galleries (Wilson, Woolley & Whiting) & Kitchen for Parties and Receptions: (maximum 3 hours)(4x10 Banquet table is included with the rental).....	\$400
	For Non-Profit Organizations.....	\$300
_____	Hourly Charge in excess of 3 Hour Maximum Event (if approved).....	\$100/\$125
_____	New Courtyard Gallery (if rented in conjunction with Main Floor Galleries).....	\$125
	For Non-Profit Organizations.....	\$100
_____	Overtime for Additional Set Up and Tear Down (if approved) Per Hour.....	\$50
_____	ESAA Employee - Per Hour (See Item 8)(Mandatory for Insurance).....	\$20
_____	Cleanup - Per Hour (See Item 7)(Required \$50 and up).....	\$25
_____	Bar (3-sided Green Fold Away).....	\$25
_____	Chairs (140 Available) (See Item 5).....	\$25
_____	Tables (22 Available)(12-6 foot and 10-8 foot long) (See Item 5).....	\$25
_____	Coffee Service and Setup	\$15
_____	Large Linen Table Cloth for Banquet Table Only (NO linens for other tables).....	\$25
_____	Linen Table Runners for Banquet Table (each)	\$10
_____	Plastic Table Covers (each) (for 6' and 8' long tables) (white or dark green).....	\$5

*** Initial Next to Each Item that Applies for Event & Number of Items , if Necessary**

III. Rental Terms and Conditions:

1. A Security deposit in the amount of the room rental is required to reserve event date. One half of deposit will be returned if rental is canceled at least 60 days prior to the event. Balance of charges, including estimated supplies, ESAA employee, cleanup, and setup, will be billed and due 14 days prior to the event. In the case of overpayment by renter, refund will be mailed within 7 days after event date. If balance of charges exceeds estimate, balance due must be paid same day as event. If event date is changed more than 60 days prior to event full deposit will be credited to new date notwithstanding any additional increases in rates or rental estimate. If change is within 60 days but more than 45 days half of deposit will be applied. If changed or cancelled after that NO deposit will be refunded or credited to future dates. A Visa or Master Card credit card must be given with deposit to ensure rental. Payment of rental and deposit may be paid by either cash, check or credit card.
2. Renter shall pay for all actual damages or loss to ESAA and/or its Exhibitors.
3. Artwork shall be moved only with the approval of the Art Center Director or facilities manager, who will arrange the move if it is possible. Renter is aware that certain shows at the ESAA are 3D, pottery, sculptures, etc. Renter is responsible for the actions of their guests. Any damage to artwork or to the ESAA is the responsibility of the Renter.
4. ESAA will neither provide nor serve alcohol during rental events. NO beer kegs allowed. Renter will not serve alcohol to minors and is responsible for checking for proof of age (21 or older) and for declining to serve intoxicated guests.
5. \$25 is the cost for the use of Any or All Chairs. \$25 is the cost for the use of Any or All Tables. If ESAA is requested for setup or takedown of tables and/or chairs (ours or rented from an outside source), this MUST be arranged at least 14 days prior to event, and will be done by ESAA employee at Renters expense at \$25 per labor hour. If this is not requested in advance set up and takedown must be done by Renter day of event. If not taken down Renter will be charged \$50 per hour.
6. ESAA is not responsible for any food preparation or setup or cleanup or removal of food.
7. Cleanup following the event will be the responsibility of the renter, except for floors and bathrooms, which will be done by ESAA employee (@ \$25 per hour). Please confirm with your caterer in advance regarding their policy on setup and takedown of tables and chairs and on cleanup and removal of food, beverages, and ALL trash & emptying of trash cans. Please note that the ESAA does Recycle. All bins and Trash must be place in appropriate areas of loading dock.
8. If rental event, setup, and/or cleanup is outside of normal Art Center hours, an ESAA employee must be present at all times for insurance reasons at Renter's expense (rate \$20 per hour from time of unlock to lockup) (additional fee applies if over time allotted @ \$50 per hour and must be pre-approved).
9. Rental charges are based on a one day event with all set up and take down to be accomplished on the day of the event, except with the prior approval of the Art Center Director. Additional fees may apply if this is approved.
10. Renter, individually and for Renter's executors, heirs, administrators, successors, and assigns, holds harmless ESAA, its officers, directors, employees, agents, successors, and assigns from any claim (including property damages and personal injury) to any person from any cause whatsoever. The indemnity herein shall include liquidated and unliquidated claims, costs of defense, attorney's fees court costs, and other expense of whatever nature incurred as a result of any claim against a party indemnified. Should lessee (s) fail to abide by the terms of this lease, including making full payment within a period of ten(10) days from date of statement, or should lessee (s) breach any of the other terms or conditions hereof, the lessor shall have, at its option, such other remedy for collection of rental and/ or enforcement of this lease as is available by law, and in the event lessor must engage legal counsel or institute legal action for collection of rentals or enforcement of the lease, all cost thereof shall be paid by lessee (s), including a reasonable attorney's fee or collection agency's fee.
11. Discounts on Gallery Rentals are for current calendar year Supporting, Patron and Benefactor members and their Immediate Family only and applies only toward the Gallery Rental itself and not additional charges associated with Rentals of the ESAC.

* RENTER MUST INITIAL NEXT TO EACH TERM & CONDITION *

Signatures indicates Agreement with Contract Terms:

Renter

Eastern Shore Art Association, Inc.

Date

Date

Deposit of Gallery Rental & Membership dues if applicable are due upon Receipt of Signed Contract
 No Date will be held until Deposit, Membership Dues and Signed Contract are ALL Received
 Below is an estimate of the Rental charges. Balance due 14 days prior to event.

Galleries - 3hour/4hour (circle which applies)	
Discount for Supporting/Patron/ Benefactor Members (on Gallery Rental Only)	\$

Courtyard/ Studios	\$

ESAA Employee (___ hours @ \$20/hour)(Mandatory)	\$

Cleanup/ Set Up/ Tear Down (___ hours @ \$25/hour)(floors/bathrooms mandatory)	\$

ESAA Equipment and/or Supplies:	\$

List Above Items	

Approved Overtime for Set Up/Tear Down (_____ hours @ \$50/hour)	\$

TOTAL	\$

Date _____ Payment Type _____ DEPOSIT	\$

BALANCE DUE	\$



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