



Facilities Rental Agreement

THIS RENTAL AGREEMENT is made between the Glen Arbor Arts Center, a Michigan, not-for-profit corporation, located at 6031 S. Lake Street, Glen Arbor, Michigan 49636 (the "Landlord"), and

Tenant: _____ Member: Y N

Address: _____

(please indicate if tenant is a member of the Glen Arbor Arts Center)

1. TERM

The term of tenancy covered by this Agreement shall be for the period:

Beginning: _____ and Ending _____.

The **total** number of people in attendance for the scheduled event during the tenancy will be _____ persons.

2. USE

The tenant will occupy and use the premises for the purpose of: _____, in a manner conforming to all applicable laws, statutes, and ordinances, and for no other purpose.

CARE AND MAINTENANCE

The Tenant understands and acknowledges the premises are in good order and repair. The tenant hereby accepts the premises in the condition they are in at the time of initial tenancy and agrees to maintain them in the same condition, order and repair, and to indemnify and make good to the Landlord, immediately upon demand, for any damage or injury caused to the premises or Landlord's property as a direct or indirect result of any Tenant, Tenant's guests, contractors, agents or vendors usage, negligence or conduct. The Tenant understands and acknowledges the Association's premises are a private facility and not a commercial enterprise and further agrees to be bound by the "Rules & Regulations" which are attached hereto and incorporated herein as Attachment "A".

The Glen Arbor Arts Center, in compliance with the Benzie-Leelanau Clean Air Regulation which became effective November 16, 2009, is a Smoke- Free facility that prohibits smoking and vaping anywhere on the premises. Tenant agrees to abide by this regulation. ____ (Initial here).

3. SET-UP AND REMOVAL

Access to the premises for purposes of material delivery or setup will begin at _____ AM/PM on _____.

Removal from the GAAC premises of ALL materials and personal property associated with the tenancy to be completed

NO LATER than: _____.

4. INSURANCE AND INDEMNIFICATION

The Tenant agrees that any personal property, materials or supplies of the Tenant or Tenant's contractors, agents, or vendors brought upon the premises are at the sole risk and responsibility of the Tenant, and that the Landlord assumes NO responsibility therefore, either directly, or indirectly or constructively.

At an amount agreed between Landlord and Tenant, the Tenant agrees it will provide primary insurance coverage for all events connected with its tenancy, including general liability, property damage, personal injury and host liquor liability and that it will indemnify and hold harmless the Landlord, and the directors, officers, and members of the Glen Arbor Arts Center against any and all claims related thereto, including damages, expenses, causes of action and legal fees of any kind and nature resulting from the actions of the Tenant's guests, employees, agents, contractors, or vendors resulting to any activities conducted during or in connection with the Tenant's tenancy of the GAAC premises.

As a condition precedent to any use of the GAAC premises in connection with the tenancy, the Tenant shall furnish a Certificate of Liability Insurance, from a carrier recognized by the State of Michigan, naming the Glen Arbor Arts Center as an additional insured party under the above- required coverage. The GAAC STAFF MUST receive an acceptable certificate two (2) weeks PRIOR to the beginning of the tenancy.

5. SECURITY DEPOSIT

As security for the faithful performance by Tenant and its agents, contractors, and vendors of all the terms and conditions of this Agreement, Tenant will deposit the sum of **\$300** with the Landlord. In the event of non-compliance, including, but not limited to:

1. Damages of the premises or personal property
2. Failure to clean-up after use, including removal of all trash / garbage
3. Failure to remove all of the Tenant's or Tenant's contractors, agents or vendors equipment, materials, by the specified deadline.

the Landlord may appropriate and apply the entire deposit or so much thereof, as is necessary to compensate for such deficiencies. ____ (Initial here)

6. CLEAN-UP

The premises provided to the Tenant at the beginning of the tenancy in a clean condition. The tenant is responsible for prompt cleanup following the scheduled event to restore the premises to the same condition found. If not, the Landlord will provide a cleaning service for final clean-up and charge Tenant **\$150** for this service or at the GAAC cost which will be deducted from the security deposit. ____ (Initial here)

7. RESPONSIBILITY TO GAAC MEMBERS AND NEIGHBORS

The Tenant acknowledges that the premises are operated by the Glen Arbor Arts Center for its members, guests, and community and that, consistent with this premise, any inconvenience to the membership occasioned by the Tenant's use, must be minimized.

Tenant acknowledges that good relations with the GAAC's neighbors and community are of paramount importance to the Landlord. Tenant, therefore, agrees that it will ensure that noise levels, activities, and conduct of Tenant's guests, contractors, agents, and vendors are supervised and carried out in such a way as to prevent any nuisance or disruption of the GAAC's neighbors' quiet enjoyment of their premises.

Tenant further agrees that all usage of the GAAC premises during the tenancy shall end no later than 10:00PM ____ (Initial here)

8. CANCELLATION

If the Tenant cancels his/her event for any reason, notice given to GAAC as soon as possible. If the event is a small meeting, no cancellation penalty shall apply. If the event is for a group of 50 or more persons, notice of cancellation needs to be at least 90 days in advance of the event; otherwise, the security deposit forfeited. ____ (Initial here)

9. FINAL BILLING

Following the completion of the tenancy, the Tenant may be invoiced for any costs incurred by the GAAC, such as:

- Late Removal Penalty
- Damages or Repairs
- Additional Cleaning
- Trash and/or Garbage Disposal

The Security Deposit returned to the Tenant, subject to the provisions noted above, upon receipt of the payment for Final Billing.

IN WITNESS WHEREOF, the parties have duly executed this Agreement hereto:

LANDLORD (Glen Arbor Arts Center) TENANT (GAAC Member)

Print Name

Print Name

Signature/GAAC Executive Director

Tenant Signature

Date

Date

Date of Rental:

From: _____

To: _____

Rental for _____ persons

TOTAL DUE:

Please make check payable to the **Glen Arbor Arts Center** and return it, along with the signed Rental Agreement and Certificate of Insurance to Executive Director, **Glen Arbor Arts Center, 6031 S Lake Street, Glen Arbor, MI 49636.** (231) 334-6112



Use of Facilities by Members and Organizations Rules and Regulations

A. RENTAL AGREEMENT

1. All members and qualified organizations must complete a formal facility rental agreement. Rental agreements obtained from the GAAC Executive Director.

2. The Rental Agreement includes such things as: specific date/time; purpose of the event; care and maintenance; set-up/clean-up; certificate of insurance and indemnification; security deposit; responsibility to GAAC neighbors; billing; and rules and regulations.

B. PERMITTED USES

1. The Glen Arbor Arts Center (GAAC) facilities may be used by members and community organizations to host meetings or events that are related to the GAAC mission: *GAAC is a nonprofit organization dedicated to enriching community life through the arts.*

2. The GAAC Facilities are available to those who have been GAAC Contributing Members (\$150 Supporter Level and up) for at least two (2) years and are current with their membership dues.

3. Local community organizations may use the GAAC facilities to hold a meeting, event, or fundraiser for its members or guests. **Weddings and wedding-related events are not permitted.** All organizations must be sponsored by a GAAC Contributing Member and the member **must attend** at the event. The organization shall be non-political, and no political activities will be carried out during the event. The fundraiser/event may be open to the public. Tickets may be collected. The organization may use paid advertising, posters, fliers, social media, and USPS mailings to promote the event.

C. OCCUPANCY CAPACITY SCHEDULE:

	Table Event	Lecture Event	Standing Event
Gallery	48P	75P	105P
Classroom	32P	45P	70P
Total Allow:	80P	120P	175P

D. CHARGES (per day)

Rental Fees charges as follows:

- ___ \$400 for groups of 25-50 or more
- ___ \$200 for groups of 15-25 persons
- ___ \$100 for 0-15 persons

Additional: security Deposit \$300, cleaning Fee \$150, staffing fee \$25/hour if after hours.

The GAAC Facilities include: gallery, classroom, kitchen, bathrooms, and grounds.

SCHEDULING:

1. No private gatherings will be considered for the following calendar year until the GAAC's formal schedule of events has been set. GAAC meetings and events take priority and precedence.
2. The GAAC gallery, art classroom, and kitchen are available January-December; the grounds are available between May 1 and September 30. Depending on availability.
3. To schedule a meeting/event, contact the GAAC Executive Director (231) 334-6112.
4. Information on how to access the facility before or after GAAC's normal business hours require a 24-hours in advance of the event by the Executive Director of GAAC.

E. FACILITY GUIDELINES AND RESTRICTIONS:

1. The GAAC does NOT provide an event coordinator nor any other assistance for set-up, removal of a tenant's property or clean up, including the removal of trash or recycling.
2. Tenants may be able to use the GAAC's chairs, tables, portable sound system, lectern, etc. Arrangements to access this equipment with the GAAC Executive Director at the time the Rental Agreement is executed. There may be an additional fee for use of the GAAC AV equipment.
3. Since GAAC operates as a gallery, it houses valuable and irreplaceable works of art belonging to the artists. These works create a unique setting for events and must be considered in planning any event. If the tenant deems that any artwork is to be rearranged, dismantled, or removed to accommodate an event, this must be arranged when the Rental Agreement is executed, and if approved, will result in an additional fee of \$50 per piece of artwork.
4. Nothing should be affixed to the walls in the gallery or classroom with tape or staples. If artists are using the facilities for a private exhibit/show, they are advised to consult with the GAAC Director about specific needs for displaying their art in advance of executing a Rental Agreement.
5. Flammables, toxic materials, hazardous materials or liquids, open flame* are NOT permitted anywhere in or near the building at any time. [*Exception - Catering 'Sterno' are allowed]
6. Food, beverages and catering are allowed for events and activities. Use of the kitchen area is limited to set up, serving and some cold storage as available. No food preparation or use of GAAC glasses, dishes, servers, silverware, etc. is allowed. The kitchen area must be clean following event, all food and beverage removed, and all trash bagged and properly disposed of. No beverages or food is to be left in the building.
7. Alcohol is permitted for private events, under the direction and control of the Tenant. Public events providing alcohol MUST have the appropriate permit from the State LLC.
8. Use of exterior grounds is limited to the immediate GAAC area on the west and east sides of the Lake Street facility.
9. If the event occurs outside the Arts Center's open hours, a staffing charge of \$25 per hour is required to cover a staff person to oversee the event.
10. All parking must be within the designated parking areas only. The driveway must remain clear to allow for emergency vehicle access at all times.

Notes: