



132 Coast Guard Road
 P.O. Box 1513
 Frankfort, MI 49635
 231-352-4151
 info@oliverart.org

**Elizabeth Lane Oliver Center for the Arts Facility Rental Contract
 NON-PROFIT AND COMMUNITY GROUPS**

Group: _____

Contact Name: _____

Contact Information:

Day: _____ **Mobile:** _____

Evening: _____ **Fax:** _____

e-mail: _____

Address: _____

City, State, Zip: _____

Event Day & Date:

Event Day/Date _____

Event Time Beginning: _____ **Ending:** _____

All events must end by midnight – including cleanup.

Type of Event: _____ **Approximate # of guests:** _____

Seated meal Catered Strolling reception Alcohol will be served

Facilities needed (check all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Main Galleries | <input type="checkbox"/> Kitchen | <input type="checkbox"/> Fisher Classroom |
| <input type="checkbox"/> Classroom A
West larger room | <input type="checkbox"/> Classroom B
Middle smaller | <input type="checkbox"/> Classroom C
East medium room |

Vendor Information (complete all applicable lines)

Caterer: _____ **Contact:** _____ **Phone:** _____

Rentals: _____ **Contact:** _____ **Phone:** _____

Florist: _____ **Contact:** _____ **Phone:** _____

Band/DJ: _____ **Contact:** _____ **Phone:** _____

Photographer: _____ **Contact:** _____ **Phone:** _____

**Elizabeth Lane Oliver Center for the Arts
Facility Rental Rates and Fees**

Non-profit/Community Group Facility Rental Rates:

Basic Facility Rental Rates:

Galleries and Kitchen	\$75 per hour	x _____ hours =	_____
Galleries, Kitchen, and classrooms	\$100 per hour	x _____ hours =	_____
Fisher Classroom*	\$20 per hour	x _____ hours =	_____
*Technology charge:	\$25 per	=	_____
Classroom A	\$15 per hour	x _____ hours =	_____
Classroom B	\$10 per hour	x _____ hours =	_____
Classroom C	\$15 per hour	x _____ hours =	_____
All Classrooms	\$50 per hour	x _____ hours =	_____

- 1. Use Fee subtotal (total above)** _____
- 2. Sales Tax if applicable (multiply subtotal by 1.06)** _____
- 3. Security Deposit:** **\$300** _____
For gallery and full facility rentals
- 4. Facilities Monitor Fee:** **\$15 per hour** x _____ **hours =** _____

TOTAL AMOUNT DUE: (total lines 1 through 3) \$ _____

Requested date will not be held until the center receives renter's signed contract and \$300 Security Deposit.
Balance of rental fee is due 30 days prior to event.

OFFICE USE ONLY: Payment Details			
Amount received _____	Balance due _____	Date _____	Payment Method _____
Amount received _____	Balance due _____	Date _____	Payment Method _____
Amount received _____	Balance due _____	Date _____	Payment Method _____

Deposits/Payments

The balance of the rental fee is due 30 days prior to the event. If the balance is not paid in a timely manner, the contract will be deemed void and all deposits will be non-refundable.

Initial: _____

Liability

The Elizabeth Lane Oliver Center for the Arts (hereinafter 'OAC') is not responsible and accepts no liability for any injury, death, and/or property damage or loss resulting or claimed to result from any accident or other occurrence before, during, or after your event or in any way associated with your event. The renter is fully responsible for any damages that occur or are alleged to have occurred during or in connection with the event that is the subject of this contract, releases OAC, its staff, board, volunteers from any and all liability for theft, damage, or injury associated with or claimed to be associated with the event that is the subject of this contract, and will defend and hold harmless OAC, its staff, board, volunteers against and all

any such claim(s). The renter is fully responsible for the behavior of all guests and other attendees at the event and assumes full responsibility for any and all behavior by such person(s) that is unlawful or is otherwise inappropriate. Children of guests must be closely supervised at all times.

Initial: _____

Insurance Requirements

The lessee must obtain and provide proof of general liability insurance and if liquor is to be served or will otherwise available, liquor-related liability insurance in the amount of at least one million dollars (\$1,000,000.00). Said insurance can be provided under the lessee's homeowner's or renter's insurance policy, general liability insurance, another appropriate insurance policy, or through OAC's insurance.

Initial: _____

Condition of Premises

Upon completion of the event, the facility shall be left in the same condition found, including removal of trash and recyclables. Renter shall be responsible for the repair or placement of the facility or any portion or component thereof to the extent of any damage caused as a result of renter's use (including renter's employees, contractors, and/or invitees). If damage is found on inspection, the Security Deposit will be held until an assessment of the actual amount of the damage is determined, which will be done as soon as reasonably practicable. OAC may use any or all of the security deposit to pay for appropriate correction of loss or damage. In addition to physical damage, the Security Deposit may be forfeited in case of contractual violations, unruly or disruptive behavior, and noise ordinance violations by renter or outside vendors. Renter understands and acknowledges that liability for loss or damage is not limited to the amount of any deposits received. A copy of the inspection form is included in your rental packet.

Initial: _____

Cancellations

If the renter cancels the rental of OAC for any reason, 50% of the \$500 Security Deposit will be refunded if notice of the cancellation is received by the Art Center more than 120 calendar days prior to rental date. The Security Deposit will not be refunded for cancellation notices received less than 120 calendar days prior to the rental date.

Initial: _____

DAY OF THE EVENT

Event Times and Overtime

Festivities must end by 11:00pm, allowing 1 hour for clean-up. Building and parking lot must be completely vacated by 12:00am. Events must begin and end at the contractually agreed upon time. A charge of \$250 per hour will be assessed for each hour or part of an hour which an event runs over.

Initial: _____

Set Up/Break Down

OAC staff does not set up tables or chairs for your event. Prior arrangements must be made by the renter with caterers, rental companies, event planners, or wedding consultants to set up and break down your event. The rented areas must be left in the condition they were found. Break down time will include inspection by facility monitor. Set up and break down of event must be done within the rental time frame.

Initial: _____

Exhibitions and Gallery Space

OAC operates as a gallery, and as such, houses valuable and irreplaceable artworks belonging to the artists. These works of art create a unique setting for events and must be considered in planning your event. If the renter deems that any artworks are to be rearranged, dismantled, or removed to accommodate an event, this must be arranged 30 days in advance, and if approved, will result in an additional charge of \$25 per piece of artwork.

Initial: _____

Parking

Limited parking is available at the center. Additional parking is available along Second Street and on Main Street. Do not allow the turnaround to be blocked as this will cause traffic backups. Do not leave vehicles running while loading and unloading. Do not block the driveways of the residences across from the center -- blocking vehicles will be towed at owner's expense. Do not park on the Coast Guard grounds or block entry to the Coast Guard Station -- vehicles doing so will be towed at owner's expense. Do not park at Harbor Lights Resort unless you are a paying guest of the resort.

Initial: _____

OUTSIDE VENDORS

Kitchen Use

Rental and use fees do not include use of art center kitchen utensils, dishes, pots and pans, and other equipment. Renter is responsible for replacing missing or broken equipment.

Initial: _____

Caterers

The renter is fully responsible for communicating the following rules to the selected caterer. While at OAC, all caterers are responsible for the following:

1. Bringing all necessary supplies such as linens, trash bags, can openers, foil, pots and pans, towels, detergents, knives, extension cords, and other needed supplies.
2. The supervision and performance of all service personnel and material brought into the facility.
3. Collecting dishes, trash, etc during an event to avoid unsightly pile-up.
4. Immediately reporting all major spills to the staff person on duty.
5. Cleaning the kitchen and/or other preparation and serving areas to their original condition including sinks, counter tops, and floors.
6. Making sure the sinks are not filled with food, bulk items, or grease.
7. All catering equipment must be stacked neatly and returned to the designated loading area for pick-up.
8. All catering equipment must be removed at the end of the event unless prior arrangements have been made with the center director.
9. Removal of their own trash from the property
10. Collecting dishes, trash, etc during an event to avoid unsightly pile-up.

OAC is not responsible for any lost or stolen equipment or any property belonging to the caterer or renter. All deliveries and set-ups must be arranged in advance. Unscheduled deliveries will be refused. OAC reserves the right to refuse the use of any caterer based on past performance at the center.

Initial: _____

Florist

The renter is fully responsible for communicating the following rules to the selected florist:

1. Florist must supply all necessary equipment and accessories relating to flowers, plants, props, etc.
2. Plants must be in containers that protect the floors.
3. The use of glitter and confetti is prohibited.
4. Dripless candles must be enclosed in protective containers.
5. The use of birdseed, rice and other thrown materials is prohibited.

OAC is not responsible for any lost or stolen equipment or any property belonging to the florist or renter. **All deliveries and set-ups must be arranged in advance.** Any unscheduled deliveries will be refused.

Initial: _____

Beverage Service

Any alcoholic beverages will be provided by the renter or selected caterer. In addition, any alcohol served must be done so by a licensed bartender. Alcohol may only be served in strict compliance with Michigan law, liquor control commission regulations, and local ordinances. OAC, City of Frankfort, and Benzie County shall not be held responsible for any infraction of the state liquor law. No food or drink may be taken outside the building. **OAC reserves the right to discontinue beverage service if staff finds it necessary to safeguard OAC and its guests.**

Initial: _____

Music/Sound System

Excessively loud music is not permitted at the OAC. All sound systems must be approved in advance by the OAC. Management may instruct the Band/DJ to lower the volume or to shut down. **This authority supersedes any contract between renter and Band or DJ.** All noise is subject to the City of Frankfort's 'Noise Regulation' located in Chapter 5, Article 4 of the Municipal Code, copies of which are available from OAC's office or online at: <http://www.frankfortmich.com/documents.html>.

Initial: _____

Rental Equipment

OAC is not responsible for any charges incurred for rental equipment. All deliveries or pickups must be arranged in advance with the director.

Initial: _____

PROHIBITED ACTIVITIES

Fixtures, Candles

OAC must approve fasteners used for attachment of decorative items to walls and/or ceilings. The use of any permanent fixtures is strictly prohibited. Permission must be given in advance for the use of candles. Candles must be enclosed in protective containers, and tables and linens must be protected underneath candles. Lit candles must not be left unattended.

Initial: _____

Tobacco/Smoking

The use of tobacco or any other smoking products is not permitted anywhere in OAC, it's parking lot, or within twenty feet of any entrance to the building.

Initial: _____

Open Flame

Open flame/fire/grills are not permitted anywhere on OAC property.

Initial: _____

Changes/Exceptions

No changes or exceptions to the rules will be permitted without written consent from OAC. All event times are final 30 days prior to event.

Initial: _____

I/we represent that we are authorized to enter into this agreement and have read the above rules, conditions and requirements for the use of the OAC and I/we indemnify OAC, its staff, board, volunteers and hold it harmless from suit, action, damages, liability, and expenses including, but not limited to, personal injury, property damage, disruptions to an event due to an "act of God," and theft related to use of the facility.

Renter Signature

Date

Signature OAC representative

Date

Elizabeth Lane Oliver Center for the Arts Rental Inspection

Group: _____

Contact Name: _____

Event Day & Date: _____

OAC Employee on Duty: _____

Exhibition Space (to include galleries, front entryway, deck):

- Trash Removed
- Break Down Completed
- Décor Removed
- Rental Equipment Removed/Ready for Pick-Up

Kitchen:

- Trash Removed
- Counters, Sink, Floor Wiped Down
- Rental Equipment Removed/Ready for Pick-Up

Restrooms:

- Trash Removed
- Décor Removed

Classroom (if applicable):

- Trash Removed
- Counters, Tables, Floor Wiped Down

Parking Lot:

- Trash Removed

Security Deposit:

- No damage on walls, floors, windows, etc.
- No contractual violations
- No disruptive behavior
- No noise ordinance violations
- All above conditions met

Notes:
