

EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Agreement made on _____, 20____, by and between The Kings Art Center and _____, referred to as "Client".

Client agrees to hire and The Kings Art Center agrees to make available the use of the facilities delineated below, located at 605 N. Douty Street, Hanford, CA 93230 with the following terms and conditions.

Date of Event: _____

Type of Event: _____

Set-up starting at: _____ Event starting at: _____

Event ending at: _____ Clean-up ending at: _____

Total Hours: _____ Number expected: _____

Round Tables: _____ Rectangular Tables: _____

Client Name: _____,

Client Address : _____,

Client Phone: _____, Client Email: _____.

Facilities for use: _____

(Courtyard, Banister Studio, Kitchen, Back Patio)

A signed contract and date-hold deposit of ½ the total fee is due on day of booking. Which should be at least thirty (30) days prior to your event. The full balance for the space rental shall be paid no later than ten (10) days prior to the event.

Membership. Rental of Kings Art Center Facilities is a benefit of Art Center membership, and is not a service made available to non-members.

Cancellation: Deposit is non-refundable. No refunds of the space rental fees thereafter will be refunded if canceled less than 10 days prior to an event, as your agreement to rent The Kings Art Center may cause the loss of additional bookings or business. If circumstances beyond the control of The Kings Art Center force us to cancel your reservation, The Kings Art Center will refund all sums paid. If the full rental payment is not received 10 days prior to your event, The Kings Art Center reserves the right to cancel your reservation without notice and without a deposit refund. In the event that the client violates any of the terms of this contract, this contract will become void and the Kings Art Center may cancel the event at any time leading up to or during the event without refund of monies paid.

Payments should be made to The Kings Art Center. Cash, in state Checks and all major credit cards are accepted. A CREDIT CARD AUTHORIZATION FORM is located on the last page (#5) of this contract.

Client Initials: _____ Date: _____

Rental Rates All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events, or at the discretion of The Kings Art Center.

The Sharp-Porterfield Courtyard \$400 for a 4 hour event, with all set-up and decoration managed by the client on the day of the event (or in the case of a morning event, on the day prior), during the regular operating hours of the Kings Art Center. With arrangements made in advance, 1.5 hours of clean-up time is provided, immediately following the event’s agreed ending time. Additional set-up time and/or clean-up time will be billed to the client at \$50.00 per hour or any portion of an hour in excess of 15 minutes. Set-up time which is scheduled outside of Kings Art Center regular operating hours will be billed at \$50.00 per hour or any portion of an hour in excess of 15 minutes, and payable within 7 days of the event. Use of Kings Art Center tables and chairs is included with this rental fee as a courtesy. Tables and chairs in the number requested will be set out by Art Center staff in advance of the client’s pre-arranged set-up time. The client is asked to fold chairs and store chairs and tables in Banister Studio as part of the clean-up agreement.

The Banister Studio \$200 for a 4 hour event, with all set-up and decoration managed by the client on the day of the event (or in the case of a morning event, on the day prior), during the regular operating hours of the Kings Art Center. With arrangements made in advance, 1.5 hours of clean-up time is provided, immediately following the event’s agreed ending time. Additional set-up time and/or clean-up time will be billed to the client at \$50.00 per hour or any portion of an hour in excess of 15 minutes. Set-up time which is scheduled outside of Kings Art Center regular operating hours will be billed at \$50.00 per hour or any portion of an hour in excess of 15 minutes, and payable within 7 days of the event. Use of Kings Art Center tables and chairs is included with this rental fee as a courtesy. Tables and chairs in the number requested will be set out by Art Center staff in advance of the client’s pre-arranged set-up time. The client is asked to fold chairs and store chairs and tables in Banister Studio as part of the clean-up agreement.

The Kitchen \$150 for a 4-hour event, with all set-up and decoration managed by the client on the day of the event (or in the case of a morning event, on the day prior), during the regular operating hours of the Kings Art Center. With arrangements made in advance, 1.5 hours of clean-up time is provided, immediately following the event’s agreed ending time. Additional set-up time and/or clean-up time will be billed to the client at \$50.00 per hour or any portion of an hour in excess of 15 minutes. Set-up time which is scheduled outside of Kings Art Center regular operating hours will be billed at \$50.00 per hour or any portion of an hour in excess of 15 minutes, and payable within 7 days of the event. Use of Kings Art Center tables and chairs is included with this rental fee as a courtesy. Use of the kitchen includes use of the warming drawers, microwave oven, sink, and counters in the kitchen. The kitchen should be left in the condition it was found, with all event trash removed and placed in the exterior dumpster.

The Back Patio \$100 for a 4-hour event, with all set-up and decoration managed by the client on the day of the event (or in the case of a morning event, on the day prior), during the regular operating hours of the Kings Art Center. With arrangements made in advance, 1.5 hours of clean-up time is provided, immediately following the event’s agreed ending time. Additional set-up time and/or clean-up time will be billed to the client at \$50.00 per hour or any portion of an hour in excess of 15 minutes. Set-up time which is scheduled outside of Kings Art Center regular operating hours will be billed at \$50.00 per hour or any portion of an hour in excess of 15 minutes, and payable within 7 days of the event. Use of Kings Art Center tables and chairs is included with this rental fee as a courtesy. Picnic tables may not be removed from the patio. Any additional tables and chairs needed must be requested 10 days prior to the event and will be placed on the patio prior to the client’s prearranged set-up time. The client is asked to fold chairs and store chairs and tables in under the patio cover as part of the clean-up agreement.

TOTAL EVENT FEE: _____ DEPOSIT DUE: _____

Client Initials: _____ Date: _____

Please read the material below to make sure all parties understand the requirements of providing for everyone safety and keeping The Kings Art Center maintained and a safe location for future use.

Deposit/Rental Fees: A signed contract and date-hold deposit of ½ of the total event price must be received to reserve your date(s) and time(s). This is nonrefundable unless The Kings Art Center is forced to cancel and the full deposit will be refunded. The Balance of your space rental fee is due ten (10) days prior to your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

Insurance: Any caterers, entertainers, or vendors involved the event shall provide the Kings Art Center with proof of liability insurance no less than ten (10) days prior to the event.

Smoke-Free Facility: The Kings Art Center is a smoke-free facility. There is no open flame or frying allowed on site. The Kings Art Center also has highly flammable art supplies. Original artwork can be damaged by smoke and the resulting damage would be very costly to replace or repair. No smoking in any restroom. If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by the event staff.

Attorney fees: In the event The Kings Art Center retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

Lost and Found: The Kings Art Center takes no responsibility for personal effects and possession left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

Promotions and Copyright: It is important to us that you have a fantastic and successful event. Should The Kings Art Center be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications 30 days prior to the event. We are happy to provide professional created images and logos of The Kings Art Center for promotional needs. We also reserve the right to take pictures of your event and use them for our marketing and promotional purposes.

Client Initials: _____ Date: _____

Catering, Cleaning, Trash and Equipment Removal: The Kings Art Center will be in a clean condition prior to your event. Upon additional planning with The Kings Art Center, you will need to incorporate your set-up time and clean up time into the rental agreement, you are required to return the space to the same clean condition in which it was found, unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged and removed by the renter or the caterer and the furniture must be rearranged. All rental equipment must be removed that night unless approved otherwise by The Kings Art Center.

Site Decoration: The Kings Art Center wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff of The Kings Art Center assist with rearranging and move any furnishings, including artwork, lighting, antiques or seating. No nails, screws, staples or penetrating items should be used on our walls, brick or fine wood. Any tape or gummed backing materials must be properly removed and in an extreme case of any wall damage, the card on file will be charged.

City, County, State and Federal Laws: Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Client shall not sell alcohol on premises at any time. Client may not serve alcohol to minors on the premises at any time. Client agrees, for everyone’s safety, to ensure alcoholic beverages are consumed in a responsible manner. The Kings Art Center reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of The Kings Art Center or the safety of its staff, guests, or building contents.

Liability: Renter agrees to indemnify, defend, and hold The Kings Art Center, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents of alcoholic beverages at The Kings Art Center.

Conduct: There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of The Kings Art Center staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

Client Initials: _____ Date: _____

The Kings Art Center | 605 N. Douty Street, Hanford, CA 93230 | 559-584-1065 | officemanager@kingsartcenter.org

The Kings Art Center requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize The Kings Art Center to make a debit(s) to your credit card listed below.

By signing this form you give The Kings Art Center permission to debit your account as indicated below.

This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW: I _____ authorize The Kings Art Center, to immediately charge my credit account a date-hold deposit in the amount of \$_____ (half) of my total rental fee. Note: date-hold deposits are non-refundable.

This payment is for my event on (date) _____.

Please note that the space rental fees balance will also be charged to this card thirty (10) days prior to your event, if not paid in person prior to that date.

If you would like to use an alternative payment method (check, additional credit card, cash) for the remaining space rental fees and balance please specify exact intent and instructions here.

_____.

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. If the alternative method of payment has not been received by the due date, the original credit card will be charged. If the client does not wish to provide credit card information as outlined below, a cash security deposit of \$300.00 may be paid at the time of the initial reservation. So long as all fees are completely paid in agreement with the terms of this contract, this security deposit will be completely refunded within seven (7) days following the event.

Billing Address: _____ Billing Phone: _____

City, State, Zip: _____

Email: _____

Account Type: Visa MasterCard AMEX Discover

Cardholder Name: _____

Account Number: _____

Expiration Date: _____ (MM/YYYY) CVV2 Number: _____

(3 digit number on back of Visa/MasterCard or 4 digits on front of AMEX)

I authorize The Kings Art Center to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of the credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

Signature: _____ Date: _____