

## **Welcome to the Morean Arts Center**

The Morean Arts Center (collectively known as “The Morean”), is a community-based visual arts organization that has been a part of the St Petersburg cultural landscape since 1917. The Morean Arts Center connects people with art. With four distinct creative and conversational venues in one of the most cultural cities of the southeast, the Morean Arts Center provides you with the most innovative and memorable event possibilities in the Tampa Bay area.

The stunning Chihuly Collection is the first permanent installation of artwork by the world-renowned artist Dale Chihuly. The Glass Studio and Hot Shop, with interactive glass blowing experiences, are located adjacent to the Morean Arts Center’s visual arts galleries along the eclectic and artsy Central Avenue. And, the Center for Clay is located in the historic 1926 former freight railway station of the Tampa and Gulf Coast Railroad Company, and offers a myriad of experiences from hands on pottery-making to upscale shopping.

To start your booking, please send an email to [accounting@moreanartscenter.org](mailto:accounting@moreanartscenter.org). The following venues are available on a first come first served basis:

The Morean Arts Center, 727-822-7872

The Glass Studio and Hot Shop, 727-827-7872

The Chihuly Collection, 727-896-4527

The Morean Center for Clay, 727-821-7162

We will check with each location on their schedule of events to ensure the dates you’ve chosen are available.

If you decide to proceed with your event, you will need to come in and sign a Facility Rental Agreement for the space. If you are a non-profit organization, you must bring with you a copy of your tax-exempt certification; otherwise you will be charged sales tax on your rental. You also will be required to provide liability insurance coverage for your event. Finally, you will be required to make a deposit of one-half your rental fees at Facility Rental Agreement signing, so please bring a check.

Once your Facility Rental Agreement has been signed, we will include your event on our calendar.

You are welcome to review our standard Facility Rental Agreement in advance. We urge you to review this entire document carefully and discuss any item that is unclear at the time you sign your Facility Rental Agreement as you will be bound by its contents.

Thank you for considering the Morean for your event! We are eager to learn more about your goals and to determine what we can do to help you achieve them.

## **Facility Rules**

### ***1. Not binding Until Signed.***

No reservations for space will be considered binding and no events will be publicized until Renter and Morean have both signed the Facility Rental Agreement and Morean has received a deposit equal to one-half the fees listed in the Facility Rental Agreement.

### ***2. Insurance Required***

All Renters of the Morean are required to carry general liability insurance for their event. Renters who already have liability policies must obtain a Certificate of Liability Insurance naming the Morean Arts Center as an “additional-insured.” The Morean must receive a Certificate of Insurance within 7 days of the Facility Rental. In the event the Facility Rental Agreement is signed with less than 30 days until the event date, no less than 7 days prior to the event, Renter

must submit to the Morean a Certificate of Liability Insurance as set forth above. In any event, failure to provide proof of insurance coverage by the required deadlines as set forth herein will result in cancellation of the event.

In the event that Renter desires to have alcoholic beverages served or sold at the event by a caterer, Morean will require Renter to obtain at its own costs and expense, General Liability and Host/Liquor Liability coverage of not less than \$1 million per occurrence. Renter must provide the Morean with a Certificate of Insurance evidencing such Host/Liquor Liability Coverage and naming the Morean as an "additional insured" within 7 days of Facility Rental. In the event the Facility Rental Agreement is signed with less than 30 days until the event date, no less than 7 days prior to the event, Renter must submit to the Morean a Certificate of Host/Liquor Liability Insurance as set forth above. In any event, failure to provide proof of insurance coverage by the required deadlines as set forth herein will result in alcoholic beverages not being served or sold at the event.

### **3. Fire Safety**

All fire safety regulations must be strictly observed.

### **4. Smoking in the Morean**

There will be NO smoking anywhere within the Morean.

### **5. Damages**

All facilities and equipment must be returned in same condition as when rented. Cost of repairs will be borne by the Renter.

### **6. Indemnification**

The Renter agrees to indemnify and hold harmless the Morean, its officers, agents and employees from any and all claims, demands, expenses (including attorney's fees through appeal) and liabilities arising out of or resulting from accident, illness, sickness, and personal injuries (including death), on or about the Morean premises and/or damage to property of the Morean and to property of others during the time of use by Renter, its employees, agents, contractors, or invitees.

### **7. Sales Tax**

All Renters will be charges sales tax on any rental or lease payments made to the Morean unless such Renter has submitted a current valid tax exempt certificate in advance of the event.

### **8. Services Not Included**

The Morean will not provide any management or design services for the event. The Renter is responsible for all loading and unloading of supplies and equipment for this event.

### **9. Event Meeting Required**

An Event Meeting is required before the event. The purpose of this meeting is to review plans in detail and to tie down all facets of the event.

### **10. Personal Property**

The Morean shall not be responsible for loss or damage to personal property placed in or about the Morean belonging to Renter, its employees, agents, contractors, or invitees, and the Renter shall hold the Morean harmless from all claims arising out of loss or damage to such property. Renter shall remove from the Morean, immediately upon termination of the event, all property belonging to Renter and all property brought in or about the Morean by Renter or persons associated with Renter in the use and occupancy of the Morean. If Renter fails to remove all such property, the Morean, in its sole discretion, shall have the right to remove, store, or dispose of such property at Renter's expense, the Morean shall not be liable for any damage or loss to said property for taking such actions as authorized herein, regardless of how and where the same shall occur or by whomsoever caused.

### **11. Copyrights and Royalties**

Renter agrees to assume all costs arising from the use of patented, licensed, trademarked, franchised, or copyrighted music, materials, devices, processes or any other rights that may be incurred as a result of any performances presented during the event and any other performance rights. Renter does hereby agree to indemnify, defend, and hold harmless the Morean and its officers from any and all claims or costs, including attorney's fees through appeal, which might arise due to the use or claimed use of such material.

### **12. Observance of Law**

Renter agrees to obey and observe with respect to its use of the Morean, all applicable laws of the United States and the State of Florida, all applicable ordinances and rules of Pinellas County and the City of St. Petersburg, and their respective administrative departments and agencies, and all rules and regulations adopted by the Board of Trustees of the Morean, and to require the same from its employees, agents, contractors, and all other persons for who's conduct it is responsible or over whom it exercises or has authority to exercise control. In the event Renter fails to comply with the laws, ordinances, rules and regulations set forth herein, whether before or during the event, the Morean shall have the right to cancel the event or any portion thereof, and Renter does hereby waive any claims for damages, compensation, or reimbursement due to such cancellation.

### **13. Control of the Morean**

It is understood and agreed that the Morean hereby reserves the right to control and manage the Morean and to enforce all rules and regulations for the management and operation of the same. The Morean and its employees and agents shall have free access at all times to all spaces occupied by Renter, for the purposes stated herein.

### **14. Purpose**

The Morean is only to be used for the purposes stated in the Facility Rental Agreement, and any misrepresentation in obtaining this Facility Rental Agreement, or use of the premises for other purposes shall be sufficient grounds for immediate cancellation of the event by the Morean, without obligation of the Morean to reimburse any monies from a deposit or otherwise to Renter, without incurring any other liability to Renter, and without any loss of any right or claim of the Morean against the Renter.

### **15. Act of God**

Neither party shall be liable to the other party for the failure to perform any of the terms and conditions of the Facility Rental Agreement when such failure to perform is attributable to and caused by an "Act of God", including, but not limited to, natural disasters, severe weather conditions such as hurricanes or tornadoes, war, terrorism, strikes, riots, civil disorder, sabotage, power failure, injunction and fire.

### **16. Entire Facility Rental Agreement**

The Facility Rental Agreement and Facility Rules includes all the terms and conditions agreed upon by the parties and no oral commitments or representations shall be valid or binding upon the parties. This Facility Rental Agreement may not be modified in any manner except by written modifications signed by both parties.

### **17. Choice of Law**

This Facility Rental Agreement and all transactions governed by this Facility Rental Agreement shall be governed by, construed and enforced in accordance with the laws of the Sate of Florida without regard to principles or conflicts of laws.

### **18. Venue**

In the event of any legal or equitable action arising under this Facility Rental Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pinellas County, Florida, or the District Court of the United States, Middle District of Florida, sitting in Hillsborough County, and the parties specifically waive any other jurisdiction and venue.

### **19. Deposit**

A Reservation Deposit in an amount equal to fifty percent (50%) is due at the time the Facility Rental Agreement is executed and agreed. This deposit becomes non-refundable three (3) days after Morean receives the Reservation Deposit or three (3) business days prior to the event, whichever occurs first.

### **20. Cancellation**

Should Renter desire to cancel the Event, notification must be given in writing to the Morean and upon cancellation as provided herein, the Morean shall be relieved from any further obligations under this Facility Rental Agreement.

### **21. Termination**

The Morean reserves the right to terminate this Facility Rental Agreement at any time if: Renter fails to pay any sum due and owing the Morean when such amount shall become due, Renter fails to perform any of its obligations pursuant to the Facility Rental Agreement, the Morean reasonably feels that Renter will not be able to meet its financial obligations hereunder, the institution of bankruptcy proceedings by or against Renter or as otherwise provided in the Facility Rental Agreement. This right of termination is in addition to any and all available remedies to the Morean at law or in equity.

## **Planning and Scheduling the Event**

### **22. Access Hours**

Renters are asked to respect the hours of access to the Morean as stated in the Facility Rental Agreement. Early and late charges will not be prorated for partial hours. Pick up and drop off of Rental Equipment must be scheduled during Rental time or during our normal business hours. If a pre-arranged time must be scheduled, there will be an additional \$25 fee per hour for staffing.

### **23. Parking**

Valet Parking is required for the following venues over fifty (50) guests:

- Chihuly Collection
- Morean Center for Clay

## **Concessions and Food**

### **24. Catering Requirements**

Food for catered events must be prepared and provided by a state-certified kitchen. If the Renter requires the service of beer and wine, such service must be approved by the Morean in advance of the event. All such caterers shall have a copy of a current and valid State of Florida alcoholic beverage license on file with the Morean before the event. Renter must also provide proof of liquor liability insurance. Caterers must meet Morean insurance requirements as well as receive approval from the Morean.

## **Use of Space**

### **25. Pyrotechnics and Live Animals**

Use of pyrotechnics, open flames, combustible materials or live animals (except for service animals) on the Morean's premises is expressly forbidden. In rare cases, permission may be granted by the Morean, at the Morean's sole discretion. Such permission must be requested in writing at least 60 days before the event. Renter will be responsible for all additional fees, including permits, required for such use.

### **26. Must Leave the Morean in Pre-Use condition**

The Morean maintains its facilities in "ready to use" condition. Renters who alter the appearance, move furniture and fixtures, or otherwise change the condition or configuration of the facility are required to restore the space to its pre-use condition prior to leaving and within the established access time. All garbage must be removed from the facility after the event. Trash dumpsters are available at all facilities.

**27. Hours of Access**

Rental hours for the Morean are determined at Facility Rental Agreement signing and shall not exceed five (5) hours unless specified in Facility Rental Agreement.

**28. Subleasing Space**

No Renter may rent, sell or sublease space at the Morean.

**29. Banners and Signs Not allowed**

No banners or signs may be hung anywhere in the Morean without advance approval by the Morean. No objects of any sort are to be attached to the walls, curtains, wood beams, or ceilings of the building.

**30. Merchandise Sales**

Renter may offer merchandise for sale in the Morean, provided such merchandise sales are approved by the Morean.

**Special Requirements for Persons under Age 18**

**31. Safety and Comfort**

The intent of these special requirements is to assure the safety of all who participate, to protect the buildings that are home to the Morean facilities, and to make sure that your event takes place in a smooth-running environment. We appreciate your cooperation.

**32. House Meeting Required**

On the day of your event your entire staff must meet with the Morean staff to discuss the event and review building and safety procedures. We require that this meeting take place before you will be permitted any access to the facilities.

**33. Adult Supervision Required**

For the safety of the participants and the Morean facilities, youth events require adult supervision at all times. Renters need to supply sufficient adults to supervise young attendees.

**34. Failure to Comply**

The Morean shall retain the right to cancel or interrupt the event or a portion thereof when in the sole judgment of the Executive Director of the Morean or his/her designee, such cancellation or interruption is necessary in the interest of public safety. If such event is cancelled or interrupted and unable to be completed during the time period for which the event was scheduled and the public safety danger was not caused by the Renter, its employees, agents, or contractors, the event shall be rescheduled at a mutually agreed upon time between the Morean and the Renter, without additional rental charges. Renter does hereby waive any claims for damages or compensation due to such occurrence provided above.

If, however, the Renter, its employees, agents, or contractors is the cause of such public safety danger, the Morean will be under no obligation to reschedule the event or reimburse Renter for rental or other payments made to the Morean or for any losses or damages that Renter may incur arising from the cancellation or interruption. Additionally, the Morean shall retain all rights and remedies against Renter for causing such public safety danger.

**Marketing**

**35. Approvals**

All printed materials or media advertising that contain the name of the Morean must receive prior approval from the Morean.

***36. Requirements for Acceptable Materials***

All materials must be concise, well-written, spell-checked and grammatically correct. Materials must list the dates and times accurately and completely. The subject matter of all materials must be appropriate for all ages. The Morean reserves the right to refuse marketing materials that in its sole discretion it feels are unsuitable for use at the Morean or by the Morean.

