

Facility Rental Agreement

This Agreement between the Arts Center Association, Inc. d/b/a Morean Arts Center of St. Petersburg, Florida (hereinafter “**Morean Arts Center**”) and _____ (hereinafter “**Renter**”) for the rental of that portion of the Morean Arts Center located at _____ more specifically identified on attached Exhibit “A” (the “**Facility**”) for an event to be held on _____, 20__ from the hours of _____ to _____ (maximum five (5) hours including set-up and tear-down)(the “**Event**”).

Renter Contact Information:

Contact Name: _____
Renter: _____
Address: _____

Telephone: _____
Email address: _____

Rent Payment and Deposits: Renter understands and agrees to the rental agreement amount of \$_____ (the “**Rent**”) plus applicable Florida sales and use tax, is for use of the Facility only and that Renter will perform its own set-up, tear down, and cleaning of the Facility after Event.

A deposit in an amount equal to fifty-percent (50%) (the “**Reservation Deposit**”) is due at the time the Renter executes this Agreement. The balance of the Rent is due twenty-four (24) hours prior to the start of the Event. The Reservation Deposit becomes non-refundable three (3) business days after the Morean Arts Center’s receipt of the Reservation Deposit or three (3) business days prior to the Event, whichever occurs first.

Permitted Uses: Renter shall only use the Facility for lawful purposes and has sole responsibility for obtaining any required county, state, or federal license or permit prior to Event.

Facility Rules: Renter agrees to abide by the attached list of Facility Rules and accepts sole responsibility for advising its guest, employees, agents, vendors and subcontractors of the Facility Rules and for ensuing compliance with such rules.

Caterers and Other Vendors: Renter agrees that the beverage provider and all caterers selected to work events must be on the Approved Vendors List (attached hereto) and all other vendors must be pre-approved by the Morean Arts Center. Caterers are responsible for removing all garbage, debris and equipment and leaving space in same condition as was given after the event. *Set-up may begin no more than one (1) hour prior to the start of the event.* No equipment shall be located or relocated to a location that impedes visitor walkways or emergency exits at any time. No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be blocked.

Alcoholic Beverage Catering: All alcoholic beverages must be served by a licensed and insured bartender that carries a full liquor liability policy in the amount of not less than \$1,000,000.00. The Morean Arts Center must be named as an additional insured on any required full liquor liability policy.

Safety and Security: Renter agrees to be solely responsible and liable for the conduct, safety, and security of its guests, employees, agents, vendors and subcontractors and to take all reasonable actions necessary to ensure their safety and security. This responsibility shall specifically include, but not limited to: a. inspecting the Facility for known or hidden dangers and correcting any such dangerous condition or warning Renter's guests, employees, agents, vendors and subcontractors of the dangerous condition; b. employing reasonable security measures to ensure the safe and orderly conduct of all guests, employees, agents, vendors and subcontractors; and c. employing reasonable security measures to prevent non-invitees from entering the Facility.

Insurance Requirements: Renter, at their own expense, shall procure and maintain liability and property damage insurance for protection against all liabilities related to the use or occupancy of the space, and operations incidental thereto, with a minimum combined single limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Morean Arts Center must be listed as an additional insured.

Indemnification: Renter agrees to indemnify and hold the Morean Arts Center and all its officers, board members, and employees free and harmless from any loss, damage, liability, cost, or expense, including reasonable attorney's fees, that may arise during or be caused in any way by such use or occupancy of the Facility by the Renter, to any employee, agent, invitee, contractor, or sub-contractor, vendors or associate of the Renter or any other person and/or for injury to any person whatsoever happening on, in, about, or in connection with the Facility while the Facility is occupied or being used by the Renter except to the extent such injury, loss, damage, liability, cost, or expense results from the willful acts or gross negligence of the Morean Arts Center.

Waiver of Claims: Renter assumes all risk of damage to property or injury to persons in or about the Facility from any cause and hereby releases the Morean Arts Center from damages to the Renter's personal property, for injury to the Renter, and/or the Renter's agents, employees invitees, associates, contractors or any other parties associated with Renter, in or about the Facility from any cause arising at any time, except to the extent such damage or injury results from the willful acts or gross negligence of the Morean Arts Center.

Force Majeure: If for any reason beyond its control, including, but not limited to, accident, act of war, act of God, fire, flood, severe weather conditions or other emergency condition, the Morean Arts Center is unable to perform its obligations under this Agreement, such non-performance is excused and the Morean Arts Center may terminate the Agreement without further liability of any nature to Renter. Renter's sole remedy is a return of the Reservation Deposit and any balance of Rent paid to the Morean Arts Center.

Limitation on Damages: Renter acknowledges and agrees that it may not recover an amount for any damages Renter resulting from the breach of this Agreement or for any other action(s) taken by the Morean Arts Center that exceeds the amount of Rent or the Reservation Deposit if the balance of the Rent has not been paid at the time of the breach of this Agreement. Further, in no event shall the Morean Arts Center be liable for indirect or consequential damages of any nature for any reason whatsoever.

Authorized Signors: If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to the Morean Arts Center that she/he has full authority to sign such Agreement and that in the event that she/he is not so authorized, she/he will be personally liable for the faithful performance of this Agreement.

Effective Date: This Agreement shall be effective upon payment of the required Reservation Deposit and execution of the Agreement by the last party to sign.

No Assignment: The Renter may not assign its rights under this Agreement.

Attorney's Fees: In the event either party commences litigation against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in such litigation.

Non-Waiver: Failure of either party to exercise any right afforded by the Agreement shall not be deemed a waiver of that right or of any other right.

Venue and Governing Authority: Venue for all civil actions filed related to the enforcement of all rights under this Agreement shall be in Pinellas County, Florida and the laws of Florida shall govern all such proceedings.

Compete Agreement and Modifications: This Agreement contains all of the understandings between parties and may only be modified in writing signed by both parties.

By signing this Facility Rental Agreement, Renter acknowledges having read this Agreement, and understands that this Agreement along with the Facility Rules are binding on both parties.

Renter:

Morean Arts Center:

Signature

Signature

Name

Name

Title

Title

Date

Date