



# SCHWING ART CENTER "SHOWROOM" EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Event Date: \_\_\_\_\_ Set-Up Time: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_ Wrap Time: \_\_\_\_\_

Event Name: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

Single Event or Multiple Days/Nights: \_\_\_\_\_

Details (For the best event pre-planning and production please provide, on page two, a detailed plan and desired schedule for specific times and aspects of your event).

Client(s)/ Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Company: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**NOTE:** Rental time is based on five (5) hours, not inclusive of load-in/load-out and cleaning. Additional time, if needed or requested, may be subject to additional fees; if so, this will be determined prior to submission of a signed contract. It is understood that your event may be shorter than 5 hours.

- Total cost for the rental period is:
- A signed contract and date-hold deposit in the amount of \$50.00 (per each rental period) must be received to reserve your date(s) and time(s).
- The balance of your space rental fee is due seven (7) days prior to your event.
- If requested, a copy of your Special Event Liability Insurance (see INSURANCE section on page 2) is due no later than ten (10) days prior to your event.
- Any additional costs that arise will be due within two (2) days of your event.

Payments should be made to MAKE STUDIO. Cash, check (preferred), and VISA/MC are accepted.

No refunds of the date-hold deposit will be paid 10 days prior to an event, as your agreement to rent the SCHWING SHOWROOM on this date may cause the loss of additional bookings or business. However, the full balance of the space rental fee will be refunded if a request for cancellation is made to MAKE STUDIO by 2 days prior to the event. (Cancellations made for emergency reasons will be considered on a case-by-case basis.)

Acknowledged, Agreed and Authorized by Primary Contact/Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledged and Agreed by MAKE STUDIO: \_\_\_\_\_ Date: \_\_\_\_\_

MAKE STUDIO ART PROGRAM, INC. waives Special Event Insurance (YES/NO):

**Please initial and date the following three pages.**

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## CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping **THE SHOWROOM** a well maintained and safe location for future use.

## DEPOSIT/RENTAL FEES

A signed contract and date-hold deposit in the amount of \$50.00 (per each 5-hour rental period) must be received to reserve your date(s) and time(s). The balance of your space rental fee is due seven (7) days prior to your event. Any additional costs that arise will be due within two (2) days of your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

## INSURANCE

Unless otherwise agreed upon (and indicated below signature line on page 1) Special Event Liability Insurance is required of ALL renters and is due no later than ten (10) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring MAKE STUDIO employees, volunteers, and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. MAKE STUDIO ART PROGRAM, INC. shall be named as an additional insured of said policy. If alcohol is to be served please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Established Catering Services may use their license and insurance to cover this.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License, naming the MAKE STUDIO ART PROGRAM, INC. as stated, and will be delivered at least ten (10) days prior to the event.

## LIABILITY

Renter agrees to indemnify, defend, and hold MAKE STUDIO, its 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 renter, its employees, and agents of alcoholic beverages at THE SHOWROOM.

In the event MAKE STUDIO, its building owner, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay MAKE STUDIO, its officers, landlord(s), building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by MAKE STUDIO, including all collection expenses and interest due.

## FOOD & BEVERAGE CONSIDERATIONS / CLEAN UP POLICIES

THE SHOWROOM will be in a clean condition prior to your event. Within two (2) hours following the event, or as otherwise agreed upon, you are required to return the space to the same clean condition in which it was found.

Insurance/Credit Card— All caterers working in the venue are required to have a valid Certificate of Insurance and a Credit Card on file with us.

Kitchen Policy—The on-site kitchen does not have any provisions for heating food and is to be used for refrigeration of items, final food presentation, plating and bussing only. Please note that the venue does not provide dishes, glassware, pots, pans, knives or utensils. The kitchen space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event.

A final walk-through with a member of our event staff is mandatory at the close of your event (or the following day, if applicable).

Renter and/or caterers must remove all trash and recyclables from the site as we do not have adequate facilities. All trash, including sorted recyclables, must be collected, properly bagged and removed at the close of the event (or the following day, if applicable).

Failure to remove or clean as agreed upon will result in additional fees to renter or caterer and will be charged to the renter's or caterer's credit card on file, after the renter is notified of the situation.

Contact/Renter Initials: \_\_\_\_\_

Date: \_\_\_\_\_

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## GUEST COUNT / CAPACITY

Final guest count MUST be submitted seven (7) days prior to your event. Capacity for events in THE SHOWROOM is as follows:

- Seated at tables — 60
- Standing reception — 100
- Standing with dancing or similar activity — 80

## SITE DECORATION / PROPERTY DAMAGES

MAKE STUDIO / LITMORE 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. A ladder and extension cords may be available for your use, if requested in advance. We ask that the renter obtains permission from the staff of MAKE STUDIO to rearrange and move any furnishings, including, but not limited to tables, moving gallery walls, seating, and artwork. Preferably, renter will have informed staff of their interest in moving items in advance of the event, allowing staff to move those items they prefer to handle themselves.

(PLEASE NOTE: THE SHOWROOM is primarily an arts exhibition space, usually displaying the artwork of MAKE STUDIO member or guest artists. It is expected that artwork is not ever handled by event guests, and is given a wide berth as much as possible.)

No nails, screws, staples, or penetrating items are to be used on our walls or floors. Only low tack tape is allowed on our floors and walls. Any damage will be charged after your event.

## LIVE MUSIC/DJs/NOISE

We encourage music and dancing if that suits your event! However, please be aware that the premises are located near residences and therefore neighborhood noise regulations do apply. In the event that renter's event creates a disturbance due to high noise volume, any MAKE STUDIO representative has full authority to ask the renter, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at our discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter. It is expected that noise cannot be heard beyond far beyond the building.

Music must end by 10 p.m. during weeknights (Monday thru Thursday) and by midnight on weekends (Friday and Saturday). Additional time may be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

## LOAD-IN/LOAD-OUT AND STORAGE

All load-ins and load-outs must take place within the designated timeframe agreed upon by the renter and MAKE STUDIO / LITMORE. If there is an event prior to yours, a timed delivery will be required. We are not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative. Limited storage is available upon request. Storage fees will be applied to any items left beyond normal load-in/load-out times. This also applies to items left post event for shipment out via courier. Note: It is not the responsibility of MAKE STUDIO / LITMORE to ensure scheduled and executed. SUMMARY OF LOAD-IN AND CLEAN-UP/LOAD-OUT PLAN IS AS FOLLOWS:

## CITY, COUNTY, STATE AND FEDERAL LAWS / SAFE CONDUCT

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. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. We reserve the right, in our exclusive discretion, to expel anyone who in our 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 venue or the safety of its staff, guests, or building contents. To ensure the safety of all parties, during underage events, we prefer that underage individuals do not have in and out privileges.

Contact/Renter Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHWING ART CENTER "THE SHOWROOM"  
EVENT SPACE RENTAL AGREEMENT AND CONTRACT**

**ENTRY AND EXIT**

Renter agrees that MAKE STUDIO staff may enter and exit premises during the course of the event.

A representative of MAKE STUDIO may be on site during your entire event and/or be checking periodically with the responsible parties to insure everything is running smoothly. We may also be checking the bathroom, the overall premises, and will try to be available for questions or to respond to needs or issues that may arise at any time. If a MAKE STUDIO staff will not be present for all or an extended portion of the event, the renter will be entrusted with one (1) key to the premises (such arrangements will be made well in advance of the event).

A MAKE STUDIO REPRESENTATIVE WILL BE ON SITE (YES/NO):

IF APPLICABLE, RENTER REPRESENTATIVE IN SOLE POSSESSION OF KEY:

**LOST AND FOUND**

MAKE STUDIO takes no responsibility for personal effects and possessions left on premises during or after any event. We can, however, hold recovered items up to 30 days. Every attempt will be made to return any recovered items to their rightful owner(s).

Contact/Renter Initials: \_\_\_\_\_

Date: \_\_\_\_\_