



# CITYARTS RENTAL AGREEMENT

## CITYARTS ORLANDO GALLERIES RENTAL (LICENSE) AGREEMENT

The Downtown Arts District, Inc. d/b/a CityArts Orlando (“CityArts”) agrees to license to \_\_\_\_\_ (“Licensee” or “You”) the right to use portions of the CityArts Orlando Gallery selected below under the terms and conditions of this Agreement.

Event Name: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

EVENT DURATION NOTE: The base Venue Fee required is based upon the allowed use of the chosen space by the Licensee for four consecutive hours, starting on the date and time selected. Use for more than four hours must be specified and will be reflected in the Additional Fees specified below. Any reduction in the venue fee for an event less than three (3) hours duration may be considered by CityArts in its discretion on a case-by-case basis.

Estimated maximum number of Guests: \_\_\_\_\_

**Space to be licensed for this Event. Select all that apply. A floor plan diagram will be provided to clarify the locations Licensee may use.**

\_\_\_\_\_ Main Gallery Downstairs    \_\_\_\_\_ Main Gallery Upstairs    \_\_\_\_\_ Create Café

\_\_\_\_\_ Courtyard (for outdoor portion of event)    \_\_\_\_\_ Entire Building

\_\_\_\_\_ Small Galleries Upstairs (specify) \_\_\_\_\_

## FEES

These quoted prices are based upon the event times, date, number of guests and space selected, and are therefore subject to change if those details change.



**Downtown  
Arts District**



**CityArts**

**Venue Fee:** Based upon the portions of CityArts selected above: \$\_\_\_\_\_

**Additional Fees:**

- Wedding Ceremony Fee. If You wish to conduct Your wedding ceremony in addition to Your reception, You will have access to the entire licensed space for an additional two hours before the reception start time. \$\_\_\_\_\_
- Additional Hours over the standard four hours will be \$150 per hour. Additional Hours may be requested as late as the day of the event, but CityArts retained the sole and absolute discretion to allow additional hours, and payment must be made at the time of the request.
- Additional Hours that occur because Your guests or Your caterer continue to use the selected space after the event end time must be paid for at the event or within 48 hours thereafter. **NO FEE WAIVERS WILL BE GIVEN IF YOUR EVENT RUNS PAST ITS ALLOTTED TIME.** Because this occurrence cannot be paid in advance, You must complete a Credit Card Authorization form to be held on file that allows CityArts to pay any such Additional Hours fees that might become due.
- Closing Early fees of \$200 per hour will apply if the start time of Your event requires that all the CityArts Galleries be closed to the public before 6:00 p.m. on Thursdays through Sundays. The Closing Early Fee is \$100 per hour if only the second floor galleries are closed to the public because of Your event. If You request Additional Hours that result in closing early on those days, then the Closing Early Fee will apply.
- A Cleaning Fee of \$100 will apply for any event of 50 or more people.

State Sales Tax must be added to all Fees and paid by Licensee unless You are exempt. Written proof of exemption must be provided at time of signing this Agreement or the Sales tax will be included, to be adjusted later upon submission of appropriate documentations.

**FEES SUMMARY**

- Venue Fee \$\_\_\_\_\_
- Wedding Ceremony Fee \$\_\_\_\_\_
- Additional Hours \$\_\_\_\_\_
- Closing Early Fee \$\_\_\_\_\_
- Cleaning Fee \$\_\_\_\_\_
- Subtotal \$\_\_\_\_\_
- Sales Tax (6.5%) \$\_\_\_\_\_
- Total Fees \$\_\_\_\_\_

## DAMAGE DEPOSIT

A potentially refundable Damage Deposit of \$400.00 is required to be paid in advance, no matter which space(s) are selected for Your event. This deposit is a reasonable estimate of the risks of loss due to damage to the CityArts building, furnishings and equipment or the artwork that is on display during Your event. The Damage Deposit may also be applied by CityArts to pay Additional Fees if the Event runs over as described above. The Damage Deposit is an estimate, collected for security purposes only, and is not a cap or limit on the amount of damages that might be owed if damages actually occur.

## PAYMENT OF FEES AND DAMAGE DEPOSIT

A Booking Deposit of one half (50%) of the Total Fees is due and payable at the same time that You sign this Agreement. Due upon signing: \$ \_\_\_\_\_

The balance of the Total Fees is due no later than seven (7) business days prior to the Event Date. No credit terms are implied or granted, and no work will be allowed to commence until full payment is received.

Balance Due Date: \_\_\_\_\_ Balance Due: \_\_\_\_\_

**NOTE:** In the event the balance of the Total Fees is not paid by the due date, CityArts reserves the right to cancel the event, and all Deposits shall be forfeited

**All payments should be made payable to “CityArts Orlando.”** Cash, check, certified check, money order and all major credit cards are accepted.

The Damage Deposit may be paid by You in one of two ways. Please initial Your choice below:

\_\_\_\_\_ I agree to pay the \$400.00 Damage Deposit upon signing this Agreement, along with the 50% Booking Deposit.

\_\_\_\_\_ I agree to pay the \$400.00 Damage Deposit as follows: upon signing this Agreement, I shall also provide CityArts with a valid credit card issued in the name of the Licensee, and I give permission to CityArts to charge the \$400.00 damage Deposit against that credit card between the seventieth and sixtieth day before the event start date.

**A FULLY COMPLETED AND SIGNED AGREEMENT AND ALL DEPOSITS  
MUST BE RECEIVED TO RESERVE YOUR DATE AND TIMES**

## CITYARTS ORLANDO EVENT POLICIES

Attached hereto and made a part of this Agreement are the CityArts Orlando Event Policies. Please read them carefully before you sign this Agreement. As Licensee You will be responsible for the actions of others, and must make sure that your guests and event participants and vendors understand and comply with these policies. This means that not following these Policies can be a breach of this Agreement. By placing Your Initials at the end of this section, You are certifying the following: I have read, understand, and agree to comply with each of these CityArts Orlando Event Policies.

**Initial Here** \_\_\_\_\_

## **CANCELLATION POLICY**

All cancellations by You must be in writing, delivered by U.S. Mail, express courier, hand delivery, or email to kquast@dadorlando.com. Receipt must be confirmed by CityArts to be effective. If the Event is cancelled by You on or before 120 days before the Event Date, all deposits will be refunded. If the Event is cancelled by You between the 60th and 119th day before the Event Date, then one-half of the deposits will be refunded. If the Event is cancelled by You fewer than 60 days before the Event Date the entire deposit shall be forfeited and retained by CityArts. The Damage Deposit is always refundable (or your credit card on file will not be used) if You cancel Your Event and have not caused any damage.

The performance of this Agreement by either party is subject to acts of God, war, government regulation, disasters, fires, disease, strikes, terrorism or threats of terrorism, civil disorders, curtailment of transportation facilities preventing or unreasonably delaying at least 25% of Event attendees and guests from participating at the Event, or other similar cause, including emergency or non-emergency conditions, beyond the control of the parties making it inadvisable, illegal, impossible, or commercially impractical to hold the Event, for CityArts to provide the space or services for the Event, or for either party to fully perform the material terms of the Agreement. The Agreement may be terminated without penalty and with performance fully excused for any one or more of these reasons by written notice from one party to the other.

## **CATERING REQUIRED**

All food and drink brought into CityArts Orlando Gallery must be provided by and brought into the premises by a licensed and insured Caterer. The Caterer is responsible for all things related to the food service including set up, bussing during event, trash removal, and leaving all areas used clean as they found them. You and your Caterer will be required to agree to and sign the CityArt Catering Standards form, which outlines the catering requirements at CityArts Orlando Gallery. However, if you select one of the Caterers previously approved by CityArts, the CityArt Catering Standards form will not be needed. CityArts always reserves the right to approve the Caterer, so You must provide CityArts with the name of Your Caterer and contact information at least 60 days prior to your Event date.

## **INSURANCE**

You agree to provide commercially reasonable liability insurance coverage (including coverage for serving alcoholic beverages if planned) for Your Event. Both CityArts and the City of Orlando must be named as Additional Insureds on that policy, and a certificate of said insurance must be delivered to CityArts no later than 30 days prior to the Event date. YOUR EVENT MAY NOT PROCEED AND WILL BE TREATED AS CANCELLED BY YOU IF PROOF OF INSURANCE IS NOT TIMELY PROVIDED TO CITYARTS.

## **TAXES**

Client agrees to pay any and all federal, state, municipal or other taxes imposed on or applicable to event which includes sales tax on the room fee and beverage bill. Groups or organizations claiming exemption from applicable taxes are responsible for providing CityArts with a copy of the organization's tax exemption certificate with the original signed agreement; otherwise applicable taxes will be charged to Client.

## **ALCOHOLIC BEVERAGES**

CityArts strictly adheres to all laws and regulations pertaining to the sales and service of alcoholic beverages, including sales to minors and intoxicated persons. Beverages purchased at events may only be consumed on premises. CityArts reserves the right to refuse alcohol service to a guest at any time. Bar service must end 15 minutes prior to the end of Your Event. You are responsible to make sure your Caterer or bartender is properly licensed and insured. CityArts has certain bar services that may be obtained from CityArts by a separate agreement.

## **ART GALLERY DISCLOSURE**

CityArts is an active art gallery, and regularly displays art in its several galleries. The art on display changes and rotates regularly, so the art on display when you book Your Event may not be the art that is on display during Your Event. CityArts does not censor the art it displays, and is not responsible if You or any of Your guests are offended by the art on display during Your Event.

The art that is on display during Your Event cannot be moved, rearranged, or removed for any reason absent the express prior permission of CityArts. The art that is on display during Your Event may not be touched or manipulated by You or Your guests. Any damage to any of the art that is on display during Your Event will require restitution be paid to the artist, which may include purchase of any art that is damaged beyond repair.

## **AUTHORITY**

The person signing this Agreement on behalf of a corporation, association, or society represents to CityArts that he/she is authorized to sign the Agreement on its behalf, and that such organization shall be bound thereby.

Attested by both parties, with signatures agreeing to all aspects of this agreement.

\_\_\_\_\_  
CA Representative Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Responsible Party Signature

\_\_\_\_\_  
Printed Name and Title

## CITYARTS ORLANDO EVENT POLICIES

*Effective as of April 2020*

The Event Policies set forth below are guidelines and limitations to help you plan and conduct a successful event. At the same time, they are contractual requirements, so it is important that you read, understand and agree to them before you sign your Event Agreement. These Policies are subject to change at any time in the sole and unfettered discretion of CityArts. Any changes to these policies that affect Your Event will be provided to You as soon as is practicable.

- 1. Access** – The time when You can have access to CityArts Orlando Gallery will depend upon the time period and space selected for your Event. CityArts is typically open to the public during its specified hours. It may be that the Public will continue to have access to other gallery areas not used for Your Event, or it may be that the entire Gallery will be closed to the Public. The schedule must be coordinated with CityArts. One hour for clean-up is allotted after the contracted Event end time. This includes Caterer clean up time. Any additional time will incur a fee of \$150/hour, charged in 15 minute increments.
- 2. Display and Decoration** – All decorations, set up and breakdown are Your responsibility, and You are responsible for the actions of any third parties who help, including an event planner or decorator. All displays and/or decoration proposed by Client will be subject to prior approval by a CityArts representative in each instance. No holes, paint, glue, or permanent fasteners of any kind may be used. All damage of any kind to the building or its furnishings and equipment caused by You or your staff or guests will be Your responsibility to pay for the cost of repair or replacement. All display and decoration must be removed at the conclusion of the event by You. No “impossible to clean” items may be used at your event, including confetti, glitter, rice, bird seed, silly string.
- 3. Live Music/DJs/Noise** – CityArts encourages music and lots of dancing! However, please be aware that the art on the walls and pedestals can be at risk if the event gets wild. CityArts staff at the Event always retain the absolute right and authority, in the exercise of their sole and unfettered judgment, to require You, your DJ or band to reduce the volume, or even turn it off. If repeated disturbances are created, You, your guests, and/or the music provider may be expelled from the premises. In no event will such actions by CityArts entitle You to a refund of any fees. If CityArts has any facilities on premises for audio or audio-visual presentation, arrangements for the use thereof must be made in advance and by a separate agreement with CityArts. Otherwise, no one at Your Event may use such equipment or facilitates.
- 4. Bathrooms** – The CityArts Orlando Gallery contains three bathroom under normal circumstances. Access to a second bathroom on the second floor must be specifically approved and arranged with CityArts at least one week in advance. Extra fees may be required. All bathrooms will be provided with adequate paper and trash supplies at the start of Your Event. Cleanup during Your Event, if needed, will be Your responsibility. In the event the number of guests expected at Your Event is reasonably predicted to exceed 250, additional portable toilets must be provided by You at Your sole expense.

Arrangements for portable toilets must be approved by CityArts in advance, and a copy of the contract with the provider must be given to CityArts at least one week before the Event. The contract must provide for removal of all portable toilets within 12 hours after Your Event. The locations of portable toilets must be approved by CityArts.

5. **Security** – Adequate security for your Event is Your sole responsibility. CityArts provides no guards, bouncers, staff, or guarantees of security whatsoever. If You choose to provide private security, your arrangements must be communicated to CityArts at least one week before Your Event, and CityArts must approve your proposed arrangements.
6. **Parking.** – CityArts has extremely limited onsite parking. Use of the onsite parking must be specifically arranged with CityArts in advance. It is typical for the Caterer to need a portion of that limited space. In general, You should expect that Your guests will have to find their own parking at garages and spaces in the City. Cars parked without authority or permission will be towed.
7. **Gallery Operations** – CityArts is a functioning art gallery with business desks, and offices, and spaces that are off limits to You and Your Guests. Areas marked for “private” or “No Access” may not be entered by You or Your guests without accompaniment by CityArts staff. You will not be provided with keys to CityArts spaces. You may not use CityArts equipment, including tools, ladders, or supplies, without the permission of CityArts staff.
8. **Trash Receptacles and Removal** – CityArts will provide a limited number of trash cans, but You are responsible for trash bags and trash disposal. Trash bags, securely tied and not leaking, should be brought to the rear of the building as they are filled, and disposed of after Your event in the City-approved dumpster, two blocks away by you or your caterer.