

## FACILITIES RENTAL CONTACT INFORMATION

Name of Renter/Rental Group: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Total Rental Fee (including Cleaning Deposit): \$\_\_\_\_\_

Rental Deposit Amount: \$\_\_\_\_\_

Deposit via: Cash Check Credit (circle all that apply)

### PRIMARY CONTACT

*(This contact will act as point-person for all correspondence between the Shemer Art Center and the Renter/Group)*

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

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

Phone (Cell/Home): \_\_\_\_\_

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

### SECONDARY CONTACT

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

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

Phone (Cell/Home): \_\_\_\_\_

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

### TERTIARY CONTACT (Optional)

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

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

Phone (Cell/Home): \_\_\_\_\_

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

### Additional Rental Contacts & Information

Name of Representative(s) (who will stay for the entire duration of the event): \_\_\_\_\_

#### *Other Contacts:*

Name/Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

*Please list their contact information if not listed above:*

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

Name/Company Name: \_\_\_\_\_

Phone (Cell/Home): \_\_\_\_\_

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

Phone: \_\_\_\_\_

Name of Catering Service: \_\_\_\_\_

Catering Contact: \_\_\_\_\_

Name/Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Name of Security Service: \_\_\_\_\_

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

## POLICIES &amp; PROCEDURES

Your cooperation is needed in complying with the following regulations to ensure the success of your event, the security of the facilities, and to protect the Shemer's collection and exhibits.

## SHEMER POLICIES

- The Shemer has exhibits year-round. Artworks that are on-site will not be removed, rearranged, or otherwise affected for the event.
- The Renter shall only be entitled to use those portions of the Art Center designated in its agreement with the Shemer. No indoor back-up facilities are available for outdoor events unless specifically provided in the written agreement.
- **Behavior or activities that are offensive, abusive, illegal or which may result in the endangerment of Shemer guests, personnel, visitors, collections or facilities are expressly prohibited.** Shemer Art Center personnel may request that individuals engaging in such behavior leave the Shemer's premises. Staff may terminate any event at any time, if, in their reasonable judgment, the event endangers the Shemer, its guests, personnel, visitors, collections or facilities. The Renter is responsible for the behavior of its guests, invitees, and agents while they are at the Shemer.
- **Smoking is prohibited on Shemer grounds at all times.** As a city owned facility, the Shemer is committed to providing a healthy, safe, and comfortable environment for its visitors, staff, and volunteers, as well as protecting its facilities and art collection from the dangers of smoke and fire damage. **The Renter must make this policy aware to all guests. Initial \_\_\_\_\_**
- Shemer does **not** have an area for the storage of personal belongings or rental equipment. All deliveries of supplies or equipment must be made the day of (or night before) the event with advance notice of time of delivery. **All rental items, decor, trash, etc. must be removed from public areas no later than 3:00pm the following day. Clean-up required after the event will result in forfeit of the Cleaning Deposit. Any unusual clean-up will be billed to the Renter. Initial \_\_\_\_\_**
- **Shemer facilities will be available to the Renter only during the hours indicated in the agreement. After a ½-hour grace period, an additional 50% surcharge per hour** (based on the total facility rental charge) will be added to the fee for the use of the Shemer facilities. **Initial \_\_\_\_\_**

## INSURANCE AND LIABILITY

- A certificate of insurance from the Renters insurance company naming the Shemer as an additional insured party must be provided to the Shemer at least two weeks prior to the event. The User must demonstrate public liability coverage of at least \$1,000,000. Such a certificate may be secured through your selected caterer. An itinerary or time-line must be provided to the Shemer prior to the event.
- The Renter agrees to take the utmost care not to damage any of the facilities. You will be responsible for all damages to the buildings equipment, fixtures, and furniture. In addition, the Shemer will not be liable to the Renter, guests, agents, performers, or employees for any loss or damage to personal property.

## OTHER REGULATIONS

- The Shemer is rented **"as is."** Decoration must be approved in advance and limited to table decorations or free standing decorative elements. Nothing may be placed or hung on walls, doors, or windows of the buildings. The fireplace in Lobby Gallery may not be used. No doorway may be locked or public corridor blocked in any way. Electrical connections and special lighting must be approved in advance by the Shemer's Executive Director.

- All costs of food, rentals (tables, chairs and linens), and additional items (florals, entertainment, centerpieces, etc.) are coordinated separately from the Shemer and are the responsibility of the Renter.
- Due to the Shemer's orchards and wildlife, confetti, bird seed, and rice are **prohibited**. Bubbles and flower petals are acceptable.
- Cut flowers and live potted plants are acceptable. All plants and flowers must be delivered the day of the event and removed from the Shemer after the event. Table decorations that include candles must be enclosed in glass or ceramic holder. Candles are not allowed inside the Shemer galleries.
- Musical amplification systems for entertainment at private events must be approved in advance by the Shemer. Other forms of entertainment and presentations must be reviewed by the Shemer in advance of the event. **No amplified sounds after 9pm and no music after 10pm.**
- Photos are permitted throughout the Shemer. However, courtesy to Shemer visitors must be observed by all photographers and clients at all times.
- A walk-through with all involved parties (Renter, Shemer representative, caterer, party planner, etc.) must be held no less than two weeks in advance of the event. **The Renter must designate a representative who will be present during the event and will be available to answer questions and to assist Shemer personnel in enforcing these regulations.**
- Ceremony rehearsals are allotted the week of the wedding. Rehearsals are scheduled on a first come, first serve basis at specific time slots. Rehearsal days and times are subject to change, based on Shemer's availability.
- Although pets (dogs, cats, birds, etc) are not permitted in the Shemer, Service Animals are permitted. We require that Service Animals be kept on a leash at all times and must be picked up after with disposal in a trash can. Please feel free to inform your event manager if you are expecting service animals at your event, as this will help us inform Shemer staff, and reduce questioning of service animal status.
- **The event must be concluded and everyone off the property by 10pm.**
- These regulations and any agreement between the renter and Shemer may not be waived or modified unless such waiver or modification is in writing and duly executed by the Executive Director. Other personnel of Shemer have no authority to modify or waive any portions of these regulations or any agreement. In the event of unforeseen circumstances, Shemer reserves the right to relocate the event to a comparable venue.

## CANCELLATION POLICY:

In the event of a cancellation more than 6 months in advance of the event, 100% of the initial deposit will be refunded to client. Deposits for events that are transferred (from one date to another) are transferable.

## FOOD AND BEVERAGE:

SACAMA has preapproved caterers for food and beverage service for events at Shemer. Renter acknowledges that all food and beverage service associated with the Event shall be obtained through a SACAMA approved vendor and that Renter shall be solely responsible for arrangements, delivery, contracting, and payment to the vendor. Regarding catering an Event, the Renter acknowledges and agrees it shall indemnify, hold harmless, and defend SACAMA from any claims, damages, or losses of any kind incurred in connection with the Event. The User shall ensure that all vendors are aware of and subject to the terms and conditions set forth in this Agreement, and the policies, procedures and restrictions applicable to the Event.

## TERMS OF AGREEMENT

**POLICIES AND PROCEDURES:**

Renter and Renter's vendors shall comply with all applicable SACAMA policies relating to the use of the Facility as provided herein. In addition, Renter is responsible for ensuring that all parties in its employ are aware of and comply with such policies. In the event that a third party violates a policy, Renter will be held responsible under the terms of this Agreement.

**"AS IS" CONDITION:**

Renter agrees to accept the Facility in its "as-is" condition "with all faults." Renter agrees to return the Facility to SACAMA upon completion of the agreement in the same condition as it was in when User accepted it; and in the event that any claims, damages, repairs or replacements are required as the result of event, the Renter will reimburse the Shemer for the expense.

**MAXIMUM OCCUPANCY:**

Renter acknowledges and shall be aware of the occupancy limits for the space and shall ensure that at no time during the event will the occupancy exceed those limits.

**PARKING:**

Renter acknowledges that parking at Shemer is limited and for an Event the Renter must obtain overflow parking and valet/transportation services to access Shemer to and from off site parking for the guests in excess of 150. Renter shall be solely responsible for contracting and payment of the vendor. Regarding the parking at the Event, the User acknowledges and agrees it shall indemnify, hold harmless, and defend SACAMA from any claims, damages, or losses of any kind incurred in connection with the Event. The Renter shall ensure that all vendors are aware of and subject to all terms and conditions set forth in the Agreement as well as the policies, procedures and restrictions that exist at the Facility.

**INDEMNIFICATION:**

Renter shall indemnify, defend and hold harmless SACAMA, its officers, agents and employees from and against any and all loss, costs (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act, omission, or neglect by Renter, its agents, employees, contractors, invitees, representatives in, on or about the Facility. Prior to the Event Renter shall provide proof of insurance. This indemnity shall survive the termination of this Agreement. Renter hereby releases SACAMA from any and all liability or responsibility to Renter or anyone claiming through or under by way of subrogation or otherwise for any loss or damage to equipment or property of Renter covered by any insurance then in force.

**TERMINATION:**

SACAMA may terminate this Agreement without notice upon any one or more of the following events:

- A. Failure of User to pay the required deposit or any other charges due hereunder when the same is due;
- B. User's failure to perform any of its covenants hereunder.

In any of the aforesaid events, and in addition to any and all rights and remedies available to SACAMA by law or in equity, SACAMA may with or without further notice forthwith terminate this Agreement and expel and remove Renter, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of SACAMA or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have,

SACAMA may recover from Renter all damages it may incur by reason of such breach.

**FEES:**

50% of the total Rental Cost is due at the time of reservation, in addition to a \$100 Cleaning Deposit. The Cleaning Deposit is refundable, contingent upon whether the Center and its grounds require no unusual clean-up after the event.

**ENTIRE AGREEMENT AND MODIFICATION:**

This agreement constitutes the entire agreement between the parties. No modification or amendment of this agreement shall be effective unless in writing and signed by both parties. This agreement replaces any and all prior agreements between the parties.

**GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Arizona. By entering this Agreement both parties agree that jurisdiction over any dispute shall remain and venue shall be proper in Arizona. To that end, Renter agrees to submit to such jurisdiction.

**DISPUTE RESOLUTION:**

Any dispute arising under this Agreement that cannot be resolved by the parties shall be subject first to mediation and, failing the success of mediation to binding arbitration by an arbitrator that is selected via mutual agreement of both parties. The non-prevailing party shall pay the costs and fees resulting from the process, unless otherwise agreed upon or ordered by the arbitrator.

**SEVERABILITY:**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**I have read and understand all of these policies and procedures.**

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

FACILITIES RENTAL AGREEMENT

This Facilities Rental Agreement is entered this \_\_\_\_ day of 20\_\_\_\_, between the Shemer Art Center & Museum Association and the "Renter," \_\_\_\_\_. Aforementioned Renter seeks to hold an event at the Shemer Art Center, at 5005 E. Camelback Road, Phoenix, AZ and the Shemer seeks to accommodate the Renter's event. In consideration of the mutual covenants contained herein, these parties agree as follows:

EVENT:

SACAMA hereby grants the Renter a revocable license for the temporary use of those portions of the Shemer building and grounds specified for the purpose of (the "Event") \_\_\_\_\_ to be held on \_\_\_\_\_, 20\_\_\_\_ from \_\_\_\_ a.m./p.m. until \_\_\_\_ a.m./p.m., which will include \_\_\_\_ number of guests.

FEES:

In exchange for use of the Shemer, and subject to the terms and conditions set forth herein, Renter shall pay the Shemer the sum of \$\_\_\_\_\_ ("Rental Fee"). Renter shall deposit \$\_\_\_\_\_ (50% of the total Rental Fee) upon the execution of this Agreement; said amount shall be applied to the \$\_\_\_\_\_ total Rental Fee upon completion of this Agreement. In the event that the remaining terms are not fulfilled, the deposit is nonrefundable. In other words, the initial deposit will serve as a security deposit upon reservation.

SACAMA may charge to cover:

- Any physical damage to any part of the Shemer as the result of the Event.
- Costs incurred from any default hereunder by the Renter.

SACAMA reserves the right to collect any remaining balance not covered by the deposit. If all concerns are satisfied, the deposit will be applied to the unpaid and remaining rental fees for renting the facility. SACAMA's rights with respect to the deposit shall be in addition to all other rights or remedies available in the event of a breach. The Renter shall remit the remaining \$\_\_\_\_\_ fees no later than the time that Renter takes possession of the facility on the day of the Event. Funds remitted shall be in the form of cash or check made out to SACAMA.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SACAMA Signature: \_\_\_\_\_

Renter Signature: \_\_\_\_\_