



SHEMER

a r t c e n t e r



V E N U E R E N T A L

A G R E E M E N T

602.262.4727 | 5005 E Camelback Rd | Phoenix, AZ 85018 | shemerartcenter.org | info@shemerartcenter.org
Please call or visit our website for our business hours.

RENTAL RATES

WHETHER YOU ARE PLANNING AN INTIMATE CEREMONY OR ELEGANT RECEPTION, the Shemer Art Center is the ideal location for every occasion. We encourage you to tour the Shemer and discover the many venues available for a ceremony, cocktail hour reception, rehearsal dinner, anniversary or birthday party. We have also hosted Bar Mitzvahs, memorial services, corporate and non-profit meetings retreats, luncheons and holiday parties.

Capacity	100	200	300
Full Facility	\$4,500	\$4,750	\$5,000
Lawn & Garden Area	\$3,500	\$3,750	\$4,000
Back Patio	\$2,750	\$3,250	N/A
Ficus Patio & Lobby	\$2,500	N/A	N/A

The above rates correspond to up to 10 hours to be determined by the User. Maximum facility capacity: 300.

Attachment A – Diagram of Rental Space



CATERING & RENTAL COMPANIES

The Shemer Art Center is happy to recommend our preferred caterers for your next event. Due to liability, all food must be supplied and prepared through one of these caterers. If you have a preferred caterer, permission must be given by the director. The User may not bring in any food or beverage at any time. The catering company that you select will need to be on site for the hours contracted by the Shemer or the duration of the event, which ever is applicable. To make catering arrangements for your event, you may contact any or all of the catering companies on our list. Please note: all tables, chairs and linens are rented through the caterer or outside vendor. In addition, a licensed food purveyor must supply items such as wedding or birthday cakes.

CATERERS:

CREATIVE HANDS CUISINE

Our name speaks for itself. Choose from many of our pre-designed menu selections or allow us to create a menu tailored to your specifications. We offer full service event planning and rentals, large or small, casual or elegant. Whether it be your wedding day, private party or corporate event, we provide impeccable service and cuisine prepared with the highest quality ingredients and presentation. Imagine the possibilities. Contact 602.628.1534 or at www.creativehandscuisine.com.

FABULOUS FOOD FINE CATERING AND EVENTS

Fabulous Food specializes in custom gourmet catering for social, corporate, convention, and wedding clientele. Since the company's founding in 1996, Fabulous Food quickly became one of Phoenix's premier caterers. Whether the event is a casual breakfast meeting, black tie fundraiser, holiday celebration or anything in between, Fabulous Food surpasses all expectations for fine cuisine, imaginative presentation and impeccable service. Establishing new trends in catering, but keeping the food the focal point of every presentation is an art form that Fabulous Food excels in. Visit our website www.fabulousfood.net or call 602.267.1818.

M CULINARY CONCEPTS

Master Chef of the Southwest, Michael DeMaria, brings his artistic creations to the Shemer Art Center. With our Chef-Driven concept, your guests will be treated to an unsurpassed fine dining experience. Michael's Catering offers a full range of services and experienced staff to handle every detail. M Catering by Michael's can be reached at: 602.200.5757. For more information, log on to www.mculinary.com.

SANTA BARBARA CATERING

At Santa Barbara Catering Company we offer full service event planning in addition to impeccably catered cuisine. Together, we can create a vision for your event and bring it to life. Whether you are looking for a casual picnic, an unforgettable gala or a birthday party, Santa Barbara Catering Company will provide inspired cuisine, memorable design and our professional catering service staff to assist you. Let us take care of all of your catering and event planning needs, while you sit back and enjoy your celebration! Please call 480.921.3150 or e-mail Events@santabarbaracatering.com For more information, please access www.santabarbaracatering.com.

VINCENT'S VAN GO

Vincent's Van Go was started in 2007 by Vincent Guerithault of Vincent on Camelback. It's a daily delivery service of wholesome salads and sandwiches to contracting businesses and/or organizations. In addition, they have Vincent's Van Go Pizza Catering where they bring out a wood-fired pizza oven directly to your space for birthday parties, graduations, or other celebrations. To book the pizza oven for your next event, please call our catering director, Amy Fox, at 602.244.0225. To place an order, please call 602.957.2326.

RENTAL COMPANIES

(We recommend coordinating rentals through your caterer):

BRITE PARTY RENTALS

Brite Party Rentals is proud to partner with the Shemer Art Center and will provide an expansive variety of special event rentals, from tent top to table top. Classic offers a deep inventory of tables, chairs, fine china, high-end flatware, specialty linens, tents, canopies and more. At Classic, event professionals provide event consultation and recommendations, detailed diagrams of the event layout, on-time delivery and pick-up, on-site staff and more. Contact: Jessica Van Sky at 602.232.9900 or email jvansky@classicpartyrentals.com.

AZ PARTY RENTALS

AZ Party Rentals is Arizona's best source to get everything you need for any party or event. Our selection of party rental items includes bounce houses, inflatable games, interactive games, rock walls, mechanical bulls, bungee trampolines, tents, tables, chairs & more. If you are planning a birthday party, company picnic, school or church carnival, promotional event, or other special occasion we will provide everything you need to make your event a success. Contact 480.206.1055.

PRO EM

PRO EM delivers quality rental items and excellent customer service to events of all sizes and scope—weddings, high profile cultural events, corporate meetings and social gatherings. Our company offers a complete portfolio of services including event management and consulting, valet, security guards, logistics, traffic control and other event personnel; as well as rental items, including tent structures, tables, linens, china, audio/visual and sound, fencing, generators, heating and cooling, fuel, ecology services, event retreats and restrooms and custom design and graphics capabilities. Contact: 480.507.0999 or www.proem.org.

SECURITY

T.E.A.M. is a bonded and insured provider of professional security and staff. The company, which has been an Arizona top-ranked peer security provider for over two decades, prides itself on extensive personal training, research and knowledge of current trends pertaining to the event and security industry.

FACILITIES RENTAL AGREEMENT

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): _____

Phone: _____

Other Contacts:

Name/Company Name: _____

Email: _____

Please list their contact information if not listed above:

Email: _____

Phone (Cell/Home): _____

Phone: _____

Name/Company Name: _____

Email: _____

Name of Catering Service: _____

Catering Contact: _____

Name/Company Name: _____

Email: _____

Phone: _____

Name of Security Service: _____

Contact: _____

POLICIES & 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.

The Shemer Art Center's grounds, galleries and courtyards are available for use by groups, organizations, and businesses when the Shemer is closed to the public and/or when there is no conflicting Shemer activity. 50% of the facility rental fee along with the signed "Facility Agreement" will confirm the use of the facility. Your cooperation is needed in complying with the following regulations to ensure the success of your event and the security of the facilities and to protect the Shemer's art collection and/or exhibits.

SHEMER POLICIES

- The User shall only be entitled to use those portions of the Art Center designated in its agreement with the Shemer Arts Center & Museum Association (SACAMA). No indoor back-up facilities are available for outdoor events unless specifically provided in the written agreement with SACAMA.

- 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. Violation of this policy will result in loss of partial or all of the security deposit if smoking or evidence of smoking is discovered before, during or after the event and clean up by Shemer staff is required. **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 Renter 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. Renter 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 shall be limited to table decorations or free-standing decorative elements. Nothing may be placed or hung on walls, doors, windows or in the building. This includes the use of tapes or tacks in walls, floors, doors, door frames, or furniture. 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. Smoking is not permitted in any of the Shemer's galleries or patio areas.

- 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. Confetti may not be used for table décor.

- 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 one hour 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 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 the Shemer if you are expecting service animals at your event, as this will help 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 User and Shemer may not be waived or modified unless such waiver or modification is in writing and duty executed by the Executive Director of SACAMA. 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, SACAMA reserves the right to relocate the event to a comparable venue.

- Failure to insist upon strict compliance with any term, covenant, or condition of these regulations or any agreement between User and SACAMA shall not be deemed a waiver of such term, covenant or condition. In the event any breach of the agreement or in the event that any action is commenced to enforce any agreement between the User and SACAMA the prevailing party shall be entitled to cover its costs and expenses, including reasonable attorney's fees.

- The Shemer has exhibits year-round. Artworks that are on-site will not be removed, rearranged, or otherwise affected for the event.

FACILITIES RENTAL AGREEMENT

This Facilities Rental Agreement (“Agreement”), is entered this ____ day of _____, 20__ by and between Shemer Art Center and Museum Association, (“SACAMA”) and _____ (“User”).

WHEREAS, User seeks to hold an event at the Shemer Art Center (“Shemer”) at 5005 E. Camelback Road, Phoenix, AZ and SACAMA seeks to accommodate User’s event;

In consideration of the mutual covenants contained herein, the parties agree as follows:

EVENT:

SACAMA hereby grants User a revocable license for the temporary use of those portions of the Shemer building and grounds for the purpose of _____ (“Event”) on _____, _____, 20__ from _____ o’clock p.m. until _____ o’clock p.m. to include _____ number of guests.

FEE:

In exchange for use of the Shemer and subject to the terms and conditions set forth herein, User shall pay to SACAMA the sum of \$_____ (“Rental Fee”). User shall deposit \$_____ (50% of the Rental Fee) upon the execution of this Agreement; said amount shall be applied to the \$_____ Rental Fee upon completion of this Agreement, but 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 retain any or all of the security deposit to cover:

- Any physical damage to any part of the Shemer as the result of the Event;
- Cost incurred for cleaning the Facility beyond normal wear and tear from use;
- Costs incurred from any default hereunder by the User. 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 of for renting the facility. User shall not be entitled to interest on the deposit. 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. User shall remit the remaining \$_____ fees no later than the time that User 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.

CANCELLATION POLICY:

In the event that Renter seeks to cancel this Agreement for any reason, Renter shall notify SACAMA in writing.

In the event of a cancellation more than six (6) months in advance of the event, 100% of the initial deposit will be refunded to client. If a cancellation occurs fewer than six (6) months in advance of the event, the Shemer will charge a cancellation fee of \$300. Deposits for events that are transferred (from one date to another) are transferable.

and a non-preferred vendor fee of \$250 will be charged. 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 Renter 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.

SHEMER AND EXHIBITS:

The Shemer Art Center has a wonderful Sculpture Garden featuring the works of several Arizona artists. This exhibit and temporary art is here to enhance the beauty of the Shemer and cannot be removed or relocated. If User has questions regarding their contracted space, please speak with the Executive Director.

MAXIMUM OCCUPANCY:

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

FOOD AND BEVERAGE:

SACAMA has preapproved caterers for food and beverage service for events at Shemer. The list is available upon request from SACAMA. User acknowledges that all food and beverage service associated with the Event shall be obtained through a SACAMA approved vendor or with permission from the Executive Director

MUSIC:

User may arrange for live music in conjunction with the Event, subject to these limits: no amplified music after 9 o’clock pm and no music of any kind after 10 o’clock pm.



FACILITIES RENTAL 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 Renter 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 offsite parking for guests in excess of 150. Renter shall be solely responsible for contracting and payment of the vendor. Regarding the parking at the Event, 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 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

INTERFERENCE:

User shall use the Facility in a manner which shall not cause interference with the use of occupancy or quiet enjoyment of SACAMA or impose an additional expense upon or cause any unplanned or unscheduled maintenance by SACAMA as a result of such occupancy, beyond the reasonable use of utilities during its occupancy of the Facility.

ASSIGNMENT AND SUBLICENSING:

Renter shall not assign any interest in this Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party.

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 Renter to pay the required deposit or any other charges due hereunder when the same is due;

B. Renter'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 \$250 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, User 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 _____

Please cut along the dotted line and return to the Shemer Art Center | 5005 E Camelback Rd | Phoenix, AZ 85018

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 ____ day of _____, 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 By: _____

Renter By: _____