

Facility Rental Terms and Conditions

This agreement is entered into this day between the Maude Kerns Art Center, hereinafter referred to as Lessor, and the party renting the MKAC facility, hereinafter referred to as Lessee.

Deposits

Lessee agrees to submit a damage and cleaning deposit. This deposit, or any portion thereof, will be refunded by Lessor, if the Lessor determines that the building was left in the same condition as the beginning of rental term. Such deposit shall be paid upon execution of this agreement. ~~This deposit shall be forfeited by the lessee if the lessee shall for any reason cancel this agreement.~~

Personnel

Lessee shall provide all personnel required to properly conduct the event, including security people, ticket takers, set up and clean up crew, etc. An event coordinator or contact person, provided by Lessee, agrees to abide by house rules (see below) and clean up check list. Event coordinator/contact person shall meet with the MKAC Facilities Coordinator to review house rules, rental agreement and maintenance check list. The event coordinator/contact person must be physically present in the building during the event and will be responsible for enforcing regulations during the event. Event coordinator/contact person must be present at the physical inspection of facilities after the event.

House Rules

The Lessor has established written house rules and a maintenance clean up check list which must be followed in order for Lessee to receive cleaning deposit refund. Lessee will keep all areas clean, to include picking up debris in the hallways or other areas used during the event, and clean up of kitchen area, if used. Lessee shall take good care of the premises and maintain all the personal properties, the equipment, furnishings, and furniture in good condition during the term of this agreement. Failure to do so may result in forfeiture of the deposit and additional charges.

Phones and offices are **not** available to the general public and should be kept locked, when applicable. Lessee's Event Coordinator is the only personnel authorized to be in the office or to use the phones.

No furniture or artwork in the galleries or offices may be moved without the permission of the Exhibits Coordinator and/or MKAC management.

No Smoking

No smoking allowed inside the facility. The covered walkway on the south side of the building is the designated smoking area. Receptacles have been provided for extinguishing and discarding smoking materials.

Alcoholic Beverages

Lessee must obtain express written permission from MKAC management to serve alcoholic beverages. If permission is granted, only non-staining alcoholic beverages will be allowed (i.e., no red wines or juices). Lessee must have license to sell alcohol and will be responsible for checking for the legal drinking age.

Observance of Laws

Lessee agrees that every member connected with the renting organization shall abide by, conform to, and comply with, all of the laws of the United States and the state of Oregon, and all ordinances of the City of Eugene, together with all the rules and regulations of the Police and Fire Departments of the City of Eugene, and will not do, nor suffer to be done, anything on the said premises during the term of this agreement, in violation of any such rules, laws or ordinances.

Insurance/Immunity

Lessee shall be responsible for obtaining liability insurance for actions arising from its use of the premises. Lessee accepts all liability for welfare of premises, equipment, audience and workers during the rental period. Lessee shall be totally responsible for all debts and liabilities incurred as a result of this agreement. Lessee shall indemnify and hold harmless MKAC from any and all loss or damage to persons or property which Lessor may suffer on account of any accident or occurrence caused by Lessee. In consideration of the mutual agreements set forth in this agreement, Lessee relieves, acquits and forever discharges MKAC of and from any and all actions, claims, demands and damages on account of, or arising from, any accident transpiring during and under the terms of this agreement.

Safety Issues

Lessee will permit no chairs or moveable seats to be or remain in the passageways or aisles, and will keep passageways and aisles clear at all times. Lessee will allow no obstructions of sidewalks, entries, passages, vestibules, halls and ways of access to public facilities of the premises nor use for any purpose other than ingress or egress to and from the premises. Lessee accepts responsibility for limiting capacity in the main gallery area to no more than _____ as prescribed by the Fire Marshal.

Publicity

Lessee will provide MKAC with copies of posters or flyers advertising the event, as well as Press Releases and PSA's sent to the media. A description of the event, cost, event time, etc. should be provided to MKAC management.