

LowellArts Facility Rental Agreement

With a beautiful gallery and education center, LowellArts welcomes the use of its building by community members, businesses, groups, and educators interested in hosting a gathering, meeting, performance, event, or class. LowellArts offers a unique, cultural setting for your event, featuring rotating gallery exhibitions in a recently renovated urban setting.

The first floor of LowellArts is handicap accessible and parking is available behind the building. LowellArts is located in the heart of downtown Lowell on historic Main Street and is situated in the midst of many shops and restaurants. Stop by for a visit and check out the space!

All revenues generated from rentals are used to support the LowellArts mission *to connect artists and audiences through the visual and performing arts*.

FACILITY DESCRIPTIONS

The facility for this agreement is defined as:

- **Entire First Floor** – Education Center and Gallery / Performance Space plus the rear entrance foyer, hallway, and restrooms.
- **Education Center / Meeting Room** – Education Center space plus the rear entrance foyer, hallway, and restrooms. Entrance foyer, hallway, and restrooms are shared with other users of the facility. This room also includes a refrigerator, microwave, dishwasher, and two sinks. Rental rates include existing tables and chairs located in the Education Center that may not be used in the Gallery.
- **Gallery / Performance Space:** 57' x 46' / Seats 80
- **Education Center / Meeting Room:** 30' x 20' / Seats 20 at tables

NO LIABILITY – INDEMNIFICATION

The Renter agrees that LowellArts and its employees, volunteers, board members, or LowellArts members, shall not be liable to the Renter, its employees, or guests, for any personal injury, property damage, loss of life or property arising out of the Renter's use of LowellArts. The Renter further agrees to indemnify and hold LowellArts and its employees, volunteers, board members, or LowellArts members, harmless against any and all claims, causes of action, judgments, damage, expense, costs, including but not limited to attorney fees or collection proceedings, arising from or relating to the Renter's use of LowellArts, including the acts or omissions of the Renter, its employees, or guests.

Serving Alcohol – Although LowellArts does not hold a liquor license, the Renter may serve adult beverage as long as there is no cost for the beverages or ticket cost to attend the event. LowellArts is not liable for any service of alcoholic beverages.

Proof of Insurance – The Renter will provide proof of liability insurance as outline in the Policies and Rental Rules.

Deposit – The rental is secured with a returned signed contract and a non-refundable deposit of 50% of the total rental fee. The balance for the rental will be due 14 days prior to the event.

Damages – A refundable damage deposit of \$100 (Education Center / Meeting Room) or \$200 (First Floor) is required. LowellArts has 30 days to return the damage deposit fee if the facility is deemed to have been left in satisfactory condition as written in the Rental Rules and Guidelines. The deposit fee is returned in full only if no payment is needed for repairs, etc. due to damage accrued at the event. The Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue.

Collection – In the event that the Renter fails to pay the balance due for facility repairs within 30 days of the event, interest shall accrue upon the balance at the rate of 10% per year, accrued daily, until it is paid. The Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

RENTAL FEES & AVAILABILITY

Rental fees include set-up and tear-down provided by the Renter. If Renter requires assistance with set-up and tear-down please contact LowellArts for a quote to provide this service.

Rental fees do not include tables, chairs, linens and tableware for events in the Gallery / Performance Space. Rental for these are available through LowellArts.

The rental fee for the use of the facility shall be:

Entire First Floor

Available:

Sunday and Monday anytime until 12:00am

Tuesday – Friday from 6:00pm – 12:00am

Saturday (only available April – September) from 5:00pm – 12:00am

Facility Rental Rates:

\$110 an hour with a minimum of 4 hours

Rental rate includes a LowellArts Host / Security Personnel

(LowellArts Members receive 10% off)

Education Center / Meeting Room

Available:

Anytime until 12:00am

Room Rental Rates:

\$25 an hour with a minimum of 2 hours

(LowellArts Members receive 10% off)

Education Center for non-LowellArts education/arts programs

Available:

Anytime until 12:00am

Room Rental Rates:

\$20 an hour with a minimum of 2 hours

(LowellArts Members receive 25% off)

Additional Rental Options (fees available upon request):

- Tables, Chairs, Linens, Tableware
- Projector
- Stage Lighting
- Sound System with Mic
- Audio and Sound Technician

LowellArts Rental Agreement for the purpose of hosting the Renter's event

The Renter agrees to all terms and conditions in the *LowellArts Policies & Rental Rules*.

Rental Terms

The Renter shall have access to and use of the:

___ **Entire First Floor**

___ **Education Center / Meeting Room only**

On (Date) _____ from _____ o'clock – to _____ o'clock

The agreement is entered into on, _____, by and between

LowellArts and _____ (The Renter).

Whereas, the Renter desires to temporarily rent, occupy, and make use of the LowellArts facility, located at 223 West Main Street, Lowell, MI 49331 and

Whereas, LowellArts agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

In witness of their understanding of, and agreement to, the terms and conditions herein contained, the parties affix their signatures below.

Renter's Signature, Date

LowellArts Representative Signature, Date

Renter's Printed Name

LowellArts Representative Printed Name & Title

Renter's Address

223 W Main St, Lowell, MI 49331

LowellArts Address

Renter's Phone

616.897.8545

LowellArts Phone