



16126 N. Civic Center Plaza
 Surprise, AZ 85374
 623.584.2626
 WestValleyArts.org

WEST VALLEY ARTS COUNCIL RENTAL CONTRACT

This Agreement is made and effective as of this day _____ of _____ 20__ between West Valley Arts Council ("WVAC") and _____ (FULL LEGAL NAME) along with its employees, volunteers, agents, representatives, guests, invitees, and/or audition participants involved in the matters pertaining to this Agreement shall be collectively referred to as "Renter". This Agreement is deemed final and binding upon the parties hereto, replaces any previous agreements of any kind (oral or written) pertaining to the matters discussed herein and cannot be altered or terminated orally.

AGREED PREMISES AND TERMS OF AGREEMENT

Renter is granted exclusive use of West Valley Arts HQ, jointly referred to as "Agreed Premises" in accordance with the following schedule:

Date	Time (including set up/tear down)	Purpose	Facility Fee	Total Fee

Total _____

Access to and use of Agreed Premises is restricted to the times and dates listed above. Additional presence in and/or use of Agreed Premises including set up and clean up time will be charged at the hourly standard rate of fifty and no/100 (\$50.00) dollars for non-members and forty and no/100 (\$40.00) for WVAC Roster Artists for West Valley Arts HQ; Once the contract is signed, hours may not be diminished. Client shall be charged the full hours, regardless of actual use. A rush fee of fifty and no/100 (\$50.00) dollars will be charged if event is booked within a week's notice or less. Initial _____

Name of Renter/Rental Group: _____

Address: _____

PRIMARY CONTACT

(This contact will act as point-person for all correspondence between the WVAC Arts HQ and the Renter/Group)

Name: _____ Email: _____

Phone (Cell/Home): _____

SECONDARY CONTACT

Name: _____ Email: _____

Phone (Cell/Home): _____



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FEES:

**A \$100 deposit is due at the time of reservation.

Rental fee: \$150/ for 2-hour rental + hourly rate for additional hours needed.

Hourly Rental Rate:

\$50 Non-Members: \$40 WVAC Members

Equipment Fees:

\$0 Collapsible Tables

\$0 Black Chairs

\$12 per Linen

\$10 per Grey Art Panels (Includes hardware and hanging hooks)

\$20 Microphone

\$40 Projector

Rush Fee: \$50 (applied if event is booked within a week's notice or less)

CANCELLATION POLICY: (please read carefully)

In the event of a cancellation more than 1 month in advance of the event, 100% of the initial deposit will be refunded to client. In the event of cancellation less than 1 months' notice, 50% of the initial deposit will be refunded to the client. In the event of cancellation less than 2 weeks' notice, 0% of the initial deposit will be refunded to the client. Deposits for events are transferable from one date to another as an alternative to cancellation only if the notice is given 1 month in advance. Initial _____

The West Valley Arts Council is not responsible for cancellation of rental due to acts or regulations of public authorities, civil tumult, epidemic/pandemic, interruption or delay or transportation services, or any similar or dissimilar cause beyond its' control. Should such a cancellation occur neither the Renter nor WVAC shall be held responsible for financial obligations listed in this agreement. Any deposits shall be refunded in full, less any nominal costs incurred in the preparation of the performance mentioned in this agreement. In the case of inclement weather, the Renter and WVAC will postpone the event and reschedule a new date and time that is mutually agreed upon by both parties. Initial _____

Cancel on/before this date to receive a full refund: _____

Cancel on/before this date to receive 0% refund: _____

EVENTS & RENTALS

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 WVAC's collection and exhibits.

WVAC POLICIES

- The WVAC 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 Arts HQ designated in its agreement with the WVAC.



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- Behavior or activities that are offensive, abusive, illegal or which may result in the endangerment of WVAC guests, personnel, visitors, collections or facilities are expressly prohibited. WVAC Arts HQ personnel may request that individuals engaging in such behavior leave the WVAC's premises. Staff may terminate any event at any time, if, in their reasonable judgment, the event endangers the WVAC, 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 WVAC.
- Smoking/Vaping/Juuling is prohibited on WVAC grounds at all times. As a city owned facility, the WVAC 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 _____
- Alcohol: If alcohol is to be served on a complimentary basis, Renter is required to hire a licensed bartending service and provide that information, including name, address and telephone number, to WVAC prior to the event. Initial _____
- WVAC 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. Clean-up required after the event will result in forfeit of the Deposit. Any unusual clean-up will be billed to the Renter. Initial _____
- WVAC facilities will be available to the Renter only during the hours indicated in the agreement. After a 1/2-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 WVAC facilities. Initial _____

INSURANCE AND LIABILITY

- A certificate of insurance from the Renters insurance company naming the WVAC as an additional insured party must be provided to the WVAC at least two weeks prior to the event. The User must demonstrate public liability coverage.
- 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 WVAC will not be liable to the Renter, guests, agents, performers, or employees for any loss or damage to personal property.

OTHER REGULATIONS

- The WVAC 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.
- A walk-through with all involved parties (Renter, WVAC 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 WVAC 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 WVACs availability.
- Although pets (dogs, cats, birds, etc) are not permitted in the WVAC, 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 WVAC staff, and reduce questioning of service animal status.
- These regulations and any agreement between the renter and WVAC may not be waived or modified unless such waiver or modification is in writing and duty executed by the CEO.

FOOD AND BEVERAGE:



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Regarding catering an Event, the Renter acknowledges and agrees it shall indemnify, hold harmless, and defend WVAC 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 form in this Agreement, and the policies, procedures and restrictions applicable to the Event. Initial _____

POLICIES AND PROCEDURES:

Renter and Renter's vendors shall comply with all applicable WVAC 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 WVAC 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 WVAC for the expense. Gallery furniture may be rearranged but will not be removed.

MAXIMUM OCCUPANCY:

Renter acknowledges and shall be aware of the occupancy limits for the space (200 people) and shall ensure that at no time during the event will the occupancy exceed those limits.

INDEMNIFICATION:

Renter shall indemnify, defend and hold harmless WVAC, 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 WVAC 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.

Initial _____

TERMINATION:

WVAC 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 WVAC by law or in equity, WVAC 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 WVAC 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, WVAC may recover from Renter all damages it may incur by reason of such breach.

ENTIRE AGREEMENT AND MODIFICATION:



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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 _____

SIGNATURE OF AGREEMENT TO TERMS:

This Facilities Rental Agreement is entered this _____ day of 20_____, between the West Valley Arts Council and the "Renter," _____. Aforementioned Renter seeks to hold an event at the WWAC Arts HQ, at 16126 N. Civic Center Plaza, Surprise, AZ and the WWAC seeks to accommodate the Renter's event. In consideration of the mutual covenants contained herein, these parties agree as follows:

EVENT DETAILS:

WWAC hereby grants the Renter a revocable license for the temporary use of those portions of the WWAC building and grounds specified for the purpose of (the "Event") _____ to be held on _____, 20___ from _____.

In exchange for use of the WWAC, and subject to the terms and conditions set forth herein, Renter shall pay the WWAC the sum of \$_____ ("Rental Fee"). Renter shall deposit \$100 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.



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WWAC may charge to cover:

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

WWAC 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. WWAC'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 WWAC.

Executed this _____ day of _____ 20_____

WWAC Signature: _____

Renter Signature: _____

West Valley Arts Employee Contact:

Melody Kokora

programs@westvalleyarts.org

o: 623.935.6384