

Dorchester Center for the Arts
Agreement for use of the a portion of the premises located
at 321 High Street, Cambridge, MD

THIS RENTAL AGREEMENT ("Agreement") is made by and between the Dorchester Center for the Arts (hereinafter "DCA) and _____ (hereinafter "Renter").
DCA and the Renter collectively may be hereinafter referred to as the "Parties".

The DCA hereby agrees to rent the following Rental Area(s) to the Renter
(Please circle one or more)
Performance Hall, Gallery, Studio 1, Studio 2, Studio 3
located at 321 High Street, Cambridge, MD 21613 on:

Event Date: _____

Rental Period from: _____ a.m./p.m. through _____ a.m./p.m.

Name of Renter and/or Organization: _____

Address: _____

Contact Person: _____

Phone: Work: _____ Mobile: _____

Email Address: _____

Type of Event: _____

Number of Guests: _____ (Number may not exceed Maximum Capacity limits described in section 2)

1. The Rental Hold/Security Deposit

The Rental Hold/Security Deposit is \$200 and is due upon execution of this agreement to secure the Renter's intent to rent the Rental Area(s) as identified above.

The Rental Hold/Security Deposit includes \$100 toward the cost of the rental and \$100 for security.

At the conclusion of the Rental Period the cost of cleaning the Rental Area(s) and any related spaces will be deducted from the Rental Hold/Security Deposit if the areas have not been sufficiently cleaned by the Renter. The determination of "sufficiently cleaned" shall be at the sole discretion of the DCA.

Additionally, at the conclusion of the Rental Period the DCA may deduct from the Rental Hold/Security Deposit an amount sufficient to pay for any damages to the premises and/or property of the DCA for which the Renter is responsible. This includes but is not limited to, damage to the Rental Area(s), floors, restrooms, tables, chairs or any other property or asset owned by DCA or artwork owned by the artist and on display or stored on the premises. Upon demand from the DCA, the Renter shall immediately pay the DCA the cost to repair any damage in excess of the Rental Hold/Security Deposit.

The DCA, after deducting any amounts for cleaning and damages shall return to the Renter, within 30 days of the conclusion of the Rental Period, a refund for the balance of the Rental Hold/Security Deposit, if any, along with an itemized statement of the deductions.

2. Maximum Capacity

There are five Rental Areas available at the DCA. The maximum capacity for each is:

- Performance Hall (2nd Floor) Dinner 200, Theater 300
- Gallery Dinner 50, Cocktail 100
- Studio 1 (Front Area) 20
- Studio 2 (Main Classroom) 40
- Studio 3 (Clay Studio) 10 (Limited to art instruction)

3. Rental Rate

Each Rental Area is rented on the basis of a 5 hour minimum rental. The 5 hour Rental Period includes all event setup, caterer’s preparation and event cleanup time. **There is an additional \$50 cleaning fee for each rental.**

Dorchester County based not-for-profit organizations may receive a discount from the weekday rental rate when renting the Performance Hall.

| <u>Rental Area</u> | <u>Rental Rate Mon-Thurs</u> | <u>Rental Rate Fri-Sun</u> |
|--------------------|-----------------------------------|----------------------------|
| Ball Room | \$500 Extra Hours - \$150 each | \$650 |
| Gallery | \$225 Extra Hours - \$75 | \$325 |
| Studio 1 | \$120 Extra Hours - \$50 | \$150 |

**Dorchester county not-for-profit rate for weekday (Mon-Thurs) rental: \$350

| | | |
|---------------------------|--|-------|
| Studio 2 | \$160 Extra Hours - \$65 | \$250 |
| Studio 3 | \$120 Extra Hours - \$50 | \$150 |
| Cleaning fee for rentals: | \$50 – first floor; \$100 – second floor | |

Terms and Conditions

4. Facilities

During the term of the Rental Period, as outlined above, the Renter may have the exclusive use and enjoyment of the Rental Area(s) of the DCA, as well as use of the restrooms, tables, chairs and general lighting. Under the terms of this Agreement the Renter is not permitted use of any Rental Areas that are not specifically rented as noted in this Agreement.

Activities that may cause damage to the hardwood floor in the Performance Hall are not permitted.

Parking is available on a first come first serve basis in the parking lot located in the rear of the DCA building and/or on High Street in front of the DCA and/or on adjacent streets.

5. Tables and Chairs

Tables and chairs may not be removed from the DCA building. Any objects that may cause damage to the tables or chairs are not permitted to be used. Moreover, tables may not be used for "crab feasts" or subject to any other activity that may cause undue damage or wear.

The tables and chairs must be cleaned, and appropriately returned to the designated storage area at the conclusion of the Rental Period.

6. Audio Visual Equipment

Audio visual equipment e.g.: computers, projectors, printers, flipcharts, public address systems and speakers, is not included in the rental fee and is the responsibility of the Renter. The DCA is not responsible for any damage or theft of AV equipment while on the DCA premises.

7. Decorations

The only decorations permitted in the Rented Area(s) are those which may be placed on the floor or on the tables. The Renter shall not hang, tape or suspend decorations from the walls, ceilings or door frames within the Rental Area or any other area on the premises. Candles or open flames are not permitted in the Rental Area or the DCA at anytime. Any items e.g.: rice, bird seed, glitter, confetti, etc., used in the Rental Area or on the grounds of the DCA are the responsibility of the Renter and must be sufficiently removed from the property by the Renter by the conclusion of the Rental Period.

8. Alcoholic Beverages

It is preferable that the Renter utilize the services of a licensed provider of alcoholic beverages e.g.: a caterer with a valid liquor license. If alcoholic beverages are to be served at the Renter's event, then proof of a contract between the Renter and a licensed provider, which contains the provider's current liquor license identification information, must be presented to the DCA at the time the rental fee is paid or 30 days in advance of the Rental Period, whichever is sooner. **The Renter is expressly prohibited from serving or making available their own alcoholic beverages without the use and hire of trained/certified bartenders at their own expense.**

Nonprofit organization renters, who do not use a caterer with a valid liquor license, must purchase a one-day liquor license in its name and provide a copy to DCA.

9. Use of the Caterer Preparation Area

If the Renter chooses to utilize the caterer preparation area the Renter shall, before the conclusion of the Rental Period:

- A. Remove all boxes, bags, food, and trash from the caterer preparation area, Clean all counters and surface work areas in the caterer preparation area,
- B. Sweep and mop the caterer preparation area,
- C. Remove all dishes, glasses, silverware, linens and other material and/or equipment utilized by the Renter.

10. Acts Beyond the DCA's Control

In the event of any unforeseen occurrence, including but not limited to fire, extreme weather conditions, or any other "Acts of God," or other such event that renders the DCA's fulfillment of the Agreement not possible, then this Agreement shall terminate and the DCA shall repay to the Renter the amount of the Rental Hold/Security Deposit. The return of the Rental Hold/Security Deposit shall be the Renter's sole and exclusive remedy for the termination of this Agreement and the Renter hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

11. Acceptance of Premises

The Renter agrees that they have inspected the hall and its equipment and that the same are in proper condition for the Renter's use during the Rental Period.

12. Scheduling

DCA retains the right to schedule other events in the Rental Area(s) both before and after the Rental Period without notice to the Renter. Rental Areas not covered by this Agreement are subject to rental without notice to the Renter.

13. Advertising

Absent prior express written consent from the DCA, the Renter shall not distribute, circulate or permit to be distributed or circulated any advertising material in or about the Rental Area or DCA premises.

14. Access to Premises

The DCA reserves the right for its staff, employees, representatives and agents to access and enter any portion of the Rental Area(s) at any time during the Rental Period.

15. Indemnity

The Renter shall indemnify, defend and hold harmless the DCA and its Board of Directors, officers, members, agents, employees, subcontractors, patrons, guests or invitees against any and all demands, causes of action, or other claim of the Renter, their members, agents, employees, subcontractors, patrons, guests, or invitees, arising out of or related to the Renter's rental of the Rental Area(s).

16. Cancellation

In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renter either (a) breaches any term of this agreement or (b) cancels for any reason, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.

If written notice of cancellation is received by the DCA at least 21 days prior to the scheduled Rental Period, then the DCA may refund to the Renter the balance of the Rental Hold/Security Deposit that is in excess of the rental fee, if any.

17. Compliance with Laws

The Renter shall comply with all applicable laws and regulations and shall not use or occupy the Rental Area(s) for any unlawful purpose or permit others to occupy the Rental Areas for any unlawful purpose.

This Agreement shall be governed by the laws of the State of Maryland. The Parties agree that if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force.

18. Assignment

This Agreement may not be assigned to or transferred without the written consent of the DCA.

19. Entire Understanding

The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings, or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between the Parties, whether verbal or written, regarding the rental of the Rental Area for the Rental Period.

20. Modifications

This Agreement may not be modified or amended except through an express written agreement, signed by the Parties.

21. Binding Effect

This Agreement is not valid unless signed by the Executive Director or the Rental Coordinator of the DCA or in the absence of either of the aforementioned, the Treasurer of the Board of Directors of the DCA. This Agreement shall be binding upon the Parties, their heirs, representatives, or assigns.

22. Insurance

The Renter hereby agrees to assume all responsibility for insurance respecting the facility during use under the Agreement, and to assert no claim of coverage under any insurance policy of the DCA during the Rental Period.

24. Covenants

The Renter shall be responsible for any attorney fees and costs incurred by the DCA in enforcing any of the provisions of this Agreement. Any sums of money owed by the Renter pursuant to the terms of this Agreement or which may be owed as a result of breach of any of the terms hereof shall be treated as harassment against the DCA.

The DCA reserves the right to appoint an agent to enter the premises during the Rental Period to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of the DCA and/or to prevent any damage or destruction of the premises.

Total rental fee (including Rental Hold/Security deposit): _____

Rental Hold/Security deposit: \$200 ____pd Cleaning fee: \$50/\$100 ____pd (DCA staff initial)

Balance due 2 weeks prior to event: _____

Signed the _____ day of _____, 20____

Renter

DCA Executive Director or Rental Coordinator