

The Arts Clayton Gallery is the perfect venue for small to mid-sized parties, receptions, meeting and special events. Thank you for considering use of the facility for your next function.

RENTAL TIMES/FEES

The Arts Clayton Inc Facilities are available for rent from **9am-11pm, Monday-Saturday, 10am-5pm, Sundays.**

SPECIAL EVENTS, PARTIES and RECEPTIONS,

- \$400 for 4 hour block of time, minimum.
- \$400 Refundable security deposit payable with signed agreement

Arts Clayton Inc requires a minimum of 4 hour block of time for any event, party, reception, large meeting (over 20 people), or any other use of entire facility requiring the closing of the Arts Clayton Gallery to the general public.

OTHER USES

For rental needs other than parties, receptions or events, Arts Clayton spaces are available on an hourly basis, with permission of Executive Director or Gallery Manager:

- Arts Clayton Gallery spaces - \$100.00 per hour
- Conference Room, or other meeting areas - \$50.00 per hour
- Downstairs - \$50.00 per hour

Approval of an hourly rate is limited to those that require no set-up/clean-up, will be for less than 15 people, do not include on food/beverages (other than take-out), and will occur during Arts Clayton Inc business hours. This includes, but is not limited to, small meetings (less than 15 people), interviewing, or use of gallery for artistic purposes.

Optional:

- Additional hours available for purchase:
 - When signing the agreement - 10% per hour of rental agreement.
 - On day of event - 20% per hour of rental agreement
- Event specific set-up) - \$50.00
 - required if event requires re-arranging of any Gallery fixtures and furniture (chairs, panels, desk), as allowed
- 6' tables and metal folding chairs available for additional charge

Rental includes:

- Use of Arts Clayton Gallery (both Main and Feature Galleries), Lobby, Conference Room and Kitchen
- Use of Arts Clayton stereo system/CD player
- Use of 2 easels for event signage
- Arts Clayton Staff person on site during the event in an advisory capacity and to secure building after the function.
- Use of vacuum and cleaning equipment, trash cans and liners

Rental does not include:

- Catering, Food or Beverages
- Table linens, glassware, silverware or flatware
- Removal/Movement of any artwork or displays on exhibit at time of event
- Security personnel
- Event specific permits

Contact Information:

Arts Clayton Inc.
136. S. Main Street
Jonesboro, GA 30236
770-473-5457 770-473-5422 fax
gallery@artsclayton.org

www.artsclayton.org www.artsclayton.org/gallery

Facility Rental Contract

Today's Date: _____

RENTER INFORMATION

 Renter's Name _____ Phone _____ Fax _____
 Address _____
 City _____ State _____ Zip _____ Email _____
 Contact Person _____ Phone _____ Other _____

The "Renter" agrees to rent the indicated spaces from Arts Clayton, Inc., (ACI) which includes the Arts Clayton Gallery, its conference room and kitchen, during the stated dates and times in accordance with the terms and conditions outlined in this rental contract. The space will be available for the Renter during the times stated on the face of this contract ONLY, therefore the Renter should include sufficient time for set-up and clean-up. Rental fees are based on a 4 hour block of time which should include set-up and clean-up.

EVENT INFORMATION

 Rental Area _____
 Rental Date (s) _____
 Name of Event _____
 Expected Attendance _____
 Time of Event: Start: _____ End: _____
 Setup Date: _____ Time: _____
 Clean-up Date: _____ Time: _____

EQUIPMENT RENTAL/SET-UP

EQUIPMENT RENTAL		EQUIPMENT SET-UP	
Tables: # of tables X \$4.00 Each	\$	Tables # of tables at \$1.00 Each	\$
Chairs # of Chairs X \$.50 Each	\$	Chairs # of chairs at \$.25 Each	\$
		Moving of columns, gallery desk &/or conference room chairs (\$50.00). Required if moving any of the above items is needed by the event. All Arts Clayton furniture and fixtures must be moved by Arts Clayton Inc, These items may not be moved by the Renter.	\$
TOTAL	\$	TOTAL	\$

FEE INFORMATION

Security Deposit	\$ _____	Date Paid	_____	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Cash	<input type="checkbox"/> Check	# _____
Rental Fee	\$ _____	<i>Note: The Refundable Security Deposit is in addition to the rental fee and must be paid at contract signing.</i> The Balance at left is due in full at least 30 days before the date of use unless this contract is completed closer to the date of usage, in which case the fee is due and payable at the submission of the Contract. Rental Fees are based on a block hour of time which includes set-up and clean-up time. At the time of signing the contract, the Renter may, for a charge of 10% of the rental fee, for each additional hour, purchase additional time. Should the Renter go over the designated block of time, a fee of 20% of the rental fee will be assessed for each additional hour and will be deducted from the Renter's security deposit if the Renter, their guests or caterers exceed the block set forth above for any reason, unless such excess is agreed to, in advance, in writing, by the Gallery Manager or Executive Director. Renter is responsible for leaving the rented area clean and spotless, including: Vacuum, take out of trash, no stains and general clean-up. A minimum \$50 cleaning fee assessed per area will be assessed from security deposit if any clean-up is required by Arts Clayton.					
Equipment Rental	\$ _____						
Equipment Set-Up	\$ _____						
Additional Hours (at 10% of rental rate per hour)	\$ _____						
DEPOSIT:	\$ _____	Date Paid	_____	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Cash	<input type="checkbox"/> Check	# _____
TOTAL:	\$ _____	Date Paid	_____	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Cash	<input type="checkbox"/> Check	# _____

CATERING INFORMATION			
Caterers Business Name _____	Phone _____	Fax _____	
Address _____			
City _____	State _____	Zip _____	Email _____
Contact Person _____	Phone _____	Other _____	
<i>Will Alcohol be served?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<i>By Who?</i>			
<i>For public events (fundraisers and charge for admission type events) - GA Department of Revenue or Caterer's permit #</i>			

In consideration of the payment and the agreement of the Renter to comply with this contract, ACI agrees to make the space indicated above available to the Renter for the days and times set forth above and to make available the rented tables and chairs, and place trash cans in the space rented. By signing this contract, Renter agrees to the following (please initial each section in the underlined agree indicating your agreement to comply with all the statements herein.)

I. Payment

- A. **Deposit.** The deposit stated is due at the time of the completion of this Contract. The Deposit will be returned to the Renter upon satisfactory inspection of the rental facility after use. Portions of the deposit will be retained to compensate for any damages or additional clean up costs attributed to the Renter. The Renter is responsible for damage to any wall, paint, floor, tables, chairs, fixtures, plumbing, electrical, sound equipment artwork and any other interior or exterior content. Damage to the property greater than the amount of the security deposit will result in legal action.
- B. **Rental Fee.** The rental fee is due in full at least 30 days before the date of use unless this Contract is completed closer to the date of usage, in which case the fee will be due and payable during the submission of the contract. Rental Fees are based on a block of time which includes set-up and clean-up time. At the time of signing the contract, the Renter may, for a charge of 10% of the rental fee, for each additional hour, purchase additional time. Should the Renter go over the designated block of time, a fee of 20% of the rental fee will be accessed for each additional hour and will be deducted from the Renter's security deposit if the Renter, their guests or caterers exceed the block set forth above for any reason, unless such excess is agreed to, in advance, in writing, by the Gallery Manager or Executive Director.
- C. **Cancellation/Refund.** If cancellation by either party is more than thirty (30) days before the scheduled use of the facilities, the rental fee and deposit will be returned. If the Renter cancels 15-30 days period to the event, ACI will retain a 10% cancellation fee. If the Renter cancels within 2 weeks of the event, ACI will retain a 25% cancellation fee.
- D. **Returned Checks.** There will be a \$30.00 fee for any returned check.

II. Set-up- Clean-Up – Caterers – Decorations & Rented Equipment

- A. **Set-Up.** Access to the facilities for setting up, including Caterers set-up, will be during the hours stated on the face of this contract ONLY. A written schedule of Set-up or Load In/Out must be provided to the Gallery Manager or Executive Director at least 10 days prior to the event so that the proper number of tables, chairs, etc. may be made available. **We do not provide linens, silver, glassware or tableware.** The ACI staff's sole responsibility is to supply the above listed rented items to the space being rented, along with trash cans and liners. ACI staff will not be responsible for moving, setting-up or taking down any equipment brought in by the Renter and/or Caterer. Renter is totally responsible for all the set-up and break down, including stacking, of all tables and chairs and other equipment used during the event, unless the equipment set-up fee has been paid.

Arts Clayton Furniture, Fixtures and Artwork. With a \$50.00 set-up fee, only the following furniture and fixtures may be re-arranged- chairs removed from conference room, panels in main gallery relocated to against the wall, desk in gallery moved to lobby area. All other gallery fixtures, artwork and displays will remain in place during any event. *No moving or rearranging of*

Facility Rental Contract

Arts Clayton furniture, fixtures or artwork panels without prior written approval of Executive Director or Gallery Director, AND payment of a \$50.00 set-up fee.

- B. **Clean-up.** The premises must be left in as good a condition and repair as found at the beginning of the rental period. All food, beverages, equipment and rented supplies must be removed immediately after the use of the facilities AND NO LATER THAN THE EXIT TIME STATED ON THIS CONTRACT., or the Renter will be charged the excess fee. Any catering areas used must be cleaned and left in an "as found or better" condition. All Trash must be removed from the building and placed in an appropriate dumpster or other outside trash container. All floors must be swept and/or vacuumed after use of space. If using the Kitchen Area, it too must be cleaned. Renter must immediately take care of any major spillage. If Renter is unable to remove spillage, ACI will have the area professional cleaned at the Renter's expense. Renter is responsible for leaving the rented area clean and spotless, including: Vacuum, takeout trash, no stains and general clean-up. A minimum \$50 cleaning fee assessed per area will be assessed from security deposit if any clean-up is required by Arts Clayton.
- C. **Parking:** Street parking is available in front of the gallery
- D. **Decorations:** Due to the nature of the space being first and foremost and art gallery, these are there are restrictions with decorations. All decorations must be freestanding of gallery space, no decoration, signs et al may be hung from the walls, woodwork, windows, light fixtures or ceiling. No nails, hooks, tacks, screws, other fasteners or tape may be affixed to any of the above areas. Rice, confetti, glitter, silly string or liquid bubbles MAY NOT be used. Using such items will result in forfeit of security deposit. No banners allowed inside or outside the facility. Candles may be used with the written permission from Executive Director or Gallery Manager. All candles must be in enclosed glass and placed reasonable distance from anything flammable, and only in areas designated by Arts Clayton. A container must be placed under each candle to catch dripping wax.
- E. **Rented Equipment.** All rented equipment and supplies must be delivered the day of the event during the hours specified on the face of this contract and picked up no later than 10:00am the following morning, unless special arrangements have been made in writing with the Executive Director or Gallery Manager.
- F. **Caterers.** ACI requires that all caterers sign a catering release and agreement two weeks prior to the event. There will be no preparations of raw food or refrying of fully prepared foods in the kitchen. Caterers are to provide all necessary tools such as trash bags, can openers, foil, pots, towels, dish detergent, knives and other supplies to carry out their duties.
- G. **Equipment.** All Caterers equipment must be removed the day of the event. Arts Clayton Inc is not responsible for any lost or stolen Caterer's or Renter's property or equipment rented for use by Caterer or Renter.

III. Food & Beverage Products

- A. **Alcohol.** Proper permits are required for any public events held at Arts Clayton Gallery. Alcoholic beverages may be served in the facilities as long as the Renter applies for, receives and displays the proper permits as required by the Georgia Department of Revenue and assumes all responsibility.
- B. **Food & Beverage.** Food and beverages are only allowed in the conference rooms and galleries.
- C. **Tobacco.** No smoking is permitted at anytime

IV. Destruction and Damage

- A. **Damage.** If anyone damages the facilities or artwork during the rental period, Renter shall pay for all necessary repairs.
- B. **Destruction.** If ACI facilities are destroyed or damaged by fire or other cause or unforeseen occurrence that make the fulfillment of the agreement impossible, then this Rental Contract shall terminate, payments will be returned and Renter waives all rights to any claims against ACI.

V. Facility Use

- A. **Compliance.** Renter agrees that any use of ACI facilities will comply with all statues, ordinances, rules and regulations issued by Federal, State, and municipal governments, including all rules of the Jonesboro Police and Clayton County Fire Departments and the Georgia Department of Revenue.
- B. **Licenses and Permits.** Renter agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulating authority any and all license fees, permits, royalties and taxes required in connection with the use of the facilities.
- C. **Hazardous Material.** Renter agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to constitute a hazard.

Facility Rental Contract
VI. Responsibility and Indemnity

- A. **Conduct.** The conduct of all attendees while on ACI property shall be the responsibility of the Renter. Renter also accepts responsibility for any injury to person(s) on the property, or loss of or damage to property or theft of personal property or artistic content while on ACI premises during the rental period, or resulting there from. Failure by any individual or group to follow all applicable rules will be cause for eviction. ACI retains the right to evict objectionable persons from the premises. Repeated violations will result in denial of future reservations requests. Adult chaperones must be in attendance at all times if an activity will be attended by individuals under 18 years of age.
- B. **Indemnity.** Renter shall release, indemnify keep safe and harmless, ACI, its agents, officers, board members or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the Renter or personals attending the event for which the premises have been leased, and to all property damage proximately caused by, incident, resulting from, arising out of, occurring in connections with, the use by the Renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.

VII. Security

- A. **Police Protection.** Different uses of the facilities have different needs concerning security. Each Renter should consider providing a minimum of one off duty police officer from the police department for any public event where alcohol is served. It is the Renter's responsibility to contact local law enforcement and to ensure sufficient security for the situation.
- B. **Building Security.** ACI is not responsible for any valuable items left in the facilities.
- C. **Building Safety**
- 1). **Capacity.** The Renter will not admit a larger number of persons than can safely and freely move in the rented areas, depending on set-up. Arts Clayton Inc will hold a maximum of:
 - Reception - 150
 - Banquet - 96 (12 rounds of 8 people)
 - Classroom - 60
 - 2). **Exits.** No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be locked, blocked or bolted while the facility is in use. All designated exits shall be maintained in such a manner as to be visible at all times.

By signing this rental Contract, the Renter acknowledges having read and comprehends this contract, and understands that this rental contract is binding on both parties and the organizations they represent.

RENTER
 Signature _____

Printed Name _____

Title _____

Organization _____

Phone _____

Date Signed _____

ARTS CLAYTON INC.
 Signature _____

Printed Name _____

Title _____

Organization _____

Phone _____

Date Signed _____

POST EVENT - SECURITY DEPOSIT

Excess Hours (at 20% of rental agreement per hour) Number _____ Total _____

Cleaning Fee (\$50 per area) Number _____ Total _____

Specific areas _____

Total Amount Returned **Total** Credit Card Check # _____

NOTES