

Facility Use Policy & Agreement

Event Name:

Event/Rental Date:

Rental Fee:

The following is Helen Day Art Center's (HDAC) general use policy:

General

- Helen Day Art Center allows use of the facility to individuals and organizations that agree and adhere to all the rules set forth in this policy.
- Helen Day Art Center is completely handicap accessible.
- Helen Day Art Center staff and board reserve the right to refuse use of the HDAC facility due to staff availability or other issues with or without cause. Such refusals are final. Helen Day Art Center events take precedence over use requests.
- HDAC facilities will not be made available to any organization that practices or advocates discrimination based on age, sex, color, religion, national origin or condition of disability.

Restrictions

- Unless specifically arranged in advance, none of Helen Day Art Center's property, artwork, or exhibits will be moved or handled to accommodate rental usage. No client, guest, or caterer may move Helen Day Art Center's property or items in the galleries.
- If living plants or fresh flowers are to be used during the rental, they must be delivered and removed the day of the event.
- HDAC staff must approve use of candles.
- Smoking is strictly prohibited anywhere in Helen Day Art Center.
- Pyrotechnics, firearms, or weapons of any kind are strictly prohibited anywhere in Helen Day Art Center.
- Animals other than service animals are prohibited anywhere in Helen Day Art Center.

- The use of tape, wire, staples, nails, tacks, glue and similar items used for securing decorations to HDAC surfaces must first be approved by HDAC staff. Banners may be hung with prior approval and direction of HDAC staff.

Occupancy

- Helen Day Art Center's use capacity is limited to and cannot exceed **250** occupants. This is also dependent on arrangement of table + chairs and how many of the rooms are utilized. Set-up arrangements must allow for access to emergency exits. We suggest that renters view the facilities before the event and discuss set-up with the facilities coordinator to determine maximum capacity.
- The HDAC requires a staff or board member to be on duty from the time of set-up through clean up of the renter's event. The charge for staffing is explained below and depends on the number of hours needed.
- All functions must end by **10pm** to adhere to town noise ordinances.

Indemnification

- Renter agrees to indemnify and hold harmless Helen Day Art Center, its officers, directors, volunteers and employees from all accidents, injuries, actions, losses, damages, claims, or liability that may occur as a result of holding said event, and incurs and assumes all responsibility for all accidents, injuries, actions, losses, damages, claims or liability which may occur in or about the Art Center..
- The renter will not violate nor permit violation of any federal, state, or local law or regulation in connection with the function, including but not limited to the illegal sale or serving of alcoholic beverages, any illegal gambling or any breach of peace.
- HDAC shall not be responsible for any loss or damage to personal property placed in or about the Venue belonging to Renter or their associates, agents, subcontractors, guests, and Renter shall hold HDAC harmless from all claims arising out of loss or damage to such property.
- Renter agrees to provide a **Certificate of General Liability** no later than 30 days before the event date, with Helen Day Art Center listed as an additional insured on the renter's comprehensive general liability insurance policy with a limit of no less than \$1M / \$2M (\$1,000,000 coverage for a single claim and \$2,000,000 for all claims made within a policy term) to protect the renter and HDAC and its officers, directors, volunteers and employees against any claims such as personal injury, property loss, or damage.
 - If renter does not have general liability insurance, they waive any right to insurance coverage and agree to hold harmless Helen Day Art Center as noted in bullet 1 of the Indemnification section. To acknowledge lack of general liability coverage and accept this waiver, initial here: _____

Food and Beverage

- Food and beverages for a private party must be supplied by either the user or the user's caterer.
- Alcohol that is being served (both complementary and sold, i.e. cash bar) must be done only by an approved caterer with a current **liquor license**. A copy of that license must be supplied to HDAC prior to the event.
- The user or the user's caterer must comply with all the applicable laws and liquor regulations and is required to indemnify, protect and hold harmless the Helen Day Art Center, its officers, directors, volunteers and staff from and against any and all deaths, injury, losses, costs, damages, claims, demands, and expenses resulting from the serving of alcoholic beverages at the event.
- The user or the user's caterer is responsible for providing all necessary linens, dinnerware, silverware, cups, glasses, napkins, serving utensils, coffee makers, ice, etc., for the event.
- The user or the user's caterer is responsible for cleanup and removal of all food, equipment, and garbage from HDAC following the event.

Set-up and Clean-up

- Due to hours of operation and space restrictions, HDAC staff must approve all items delivered to the Art Center before the scheduled facility rental time.
- The renter is responsible for returning the space being used to its original condition (which includes returning equipment, tables, chairs, dishes, and kitchen supplies to their original storage spaces).
- If professional cleaning is required after the event an additional \$100 fee may be collected.

HDAC Amenities for events

- Full kitchen
- Two bathrooms
- 50 chairs
- 8 3'x 6' tables
- Robison Room and Wright Room
- Access to the galleries and current shows
- Microphone and sound system in gallery
- DVD and VCR projection
- LCD Projector

FEE

Base Rate	Discounted rates for non-profits
During regular open hours, 9am-5pm Monday-Friday, 10am-5pm Saturday: \$250 for 4 hours and an additional \$60/hour for additional time or time outside of usual open hours	During regular open hours, 9am-5pm Monday-Friday, 10am-5pm Saturday: \$200 for 4 hours and an additional \$40/hour for additional time or time outside of usual open hours

The terms and conditions of the entire Facility Use Policy & Agreement are incorporated herein by reference. I hereby accept this entire Facility Use Policy & Agreement and will adhere to all rules and regulations described.

Name (*Please Print*): _____

Signature: _____ Date: _____

Address: _____

Phone#: _____

E-Mail: _____

Amount Due: _____