

EVENTS VENUE CONTRACT

This is a Short-Term Rental Agreement (“AGREEMENT”) for the purpose of an event to be held at the d’Art Center, to be subsequently referred to as “EVENT”. This AGREEMENT is made by and between the d’Art Center (“D’ART”), and (“RENTER”) as of the date last set forth on the signature page of this AGREEMENT. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: The property is located at 740 Boush Street, Norfolk, Virginia.
2. Maximum Occupancy: The rental party shall consist of Renter(s), Vendor(s) and Attendees not to exceed 200 (two-hundred) persons. Should the EVENT exceed the 200 person maximum occupancy, RENTER will be subject to forfeiture of all deposits and fees, and may be immediately evicted from premises.
3. Term of the Lease: The lease begins at **(hour)** on **(date)** and ends at **(hour)** on **(date)** *Actual event takes place from **(hour)** to **(hour)*** (X hours allotted for setup and X hours allotted for breakdown)
4. Access: D’ART staff will have access to the premises during the EVENT, but shall take commercially reasonable efforts not to interfere with the Event.
5. Rental Rate and Fees:
 - a. **XXX** Event Fee for use of the property.
 - b. Cleaning Fee of \$150.
 - c. 100% of your total is due at booking to hold the reservation.
6. Cancellation: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED 30 DAYS OR MORE PRIOR TO YOUR EVENT DATE. We will refund the sums you have paid for cancellations if received 30 days or more prior to the event date. If your notice of cancellation is RECEIVED LESS THAN 30 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit 100% of the sums paid.
7. Rental Rules: RENTER agrees to abide by the EVENT Rental Rules, as outlined within this document, at all times while at the property and shall cause all members of the rental party and anyone else RENTER permits on the property to abide by the rules while at the property. Failure to comply with any of the rental rules without express written permission from the D’ART may result in partial or complete forfeiture of fees and termination of the EVENT.
 - a. Smoking of any kind in any form is NOT allowed inside the property nor within 50 feet of the property, including e-cigarettes, pipes, vape and any other form of smoking type tools.
 - b. D’ART must be advised of the name and contact information of any event planner, caterer, vendor or equipment rental company who will be servicing the event at least 15 days prior to the event.
 - c. D’ART must be advised of and approve all proposed logistical plans for use of the premises at least 15 days prior to the event.
 - d. Pets are not allowed at the premises.

- e. Parking is limited at the property. Parking on adjacent lots or neighboring properties is not permitted without the written consent of the property and is the sole responsibility of the RENTER to obtain and provide written proof of the consent to D'ART. Any illegally parked vehicles are subject to towing; applicable fines and/or towing fees are the sole responsibility of the RENTER.
 - f. RENTER shall see that the property (inside and outside) is left in a reasonable and tidy condition at the end of the event. All trash shall be bagged, tied and left in trash receptacles that are provided.
 - g. No outdoor sound systems or boom boxes are allowed without the express approval of D'ART.
 - h. D'ART must approve any use of candles fifteen (15) days prior to the event. All candles must be contained or enclosed in glass or nonflammable. The flame must not reach higher than 2 inches above the height of the glass.
 - i. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the RENTER and D'ART.
 - i. No adhesive material is allowed on the walls. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decorations must be freestanding. Nails, tacks, staples or other 'piercing' type fasteners are not allowed.
 - ii. Rice, birdseed, confetti, balloons, glitter, pyrotechnics, sparklers are not permitted inside or outside the facility.
8. Insurance: The RENTER must obtain and maintain General Liability Insurance, including Host Liquor Liability, in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such insurance shall name D'ART as additional insured, and a certificate of insurance with an endorsement must be provided fifteen (15) days prior to the event. (This insurance is separate from and in addition to insurance provided by any caterer, if one is contracted. Any caterer must provide a certificate of insurance in the above amounts naming D'ART as an additional insured fifteen (15) days prior to the event.)
9. Liquor / Beverage / Illegal Substances: Alcohol may not be served to minors. At any time, if the staff deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises. In the event neighboring residents or law enforcement contacts D'ART, D'ART has the authority to close down the event and evict RENTER and/or attendees as deemed appropriate. RENTER is responsible for obtaining the Event ABC License for the date of the event.
10. No refunds will be given for inclement weather.
11. D'ART cannot be held responsible for: any service interruption (i.e. electricity, water, etc.), act of neighbors such as: construction, road repair, and maintenance, or any force majeure event. D'ART reserves the right to enter the property at any time to investigate disturbances, check occupancy, check damages, make repairs, alterations and improvement.

12. If any provision 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.
13. This AGREEMENT may only be modified or amended by a writing signed by both D'ART and RENTER.
14. RENTER AGREES TO INDEMNIFY AND HOLD D'ART HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND EXPENSES) ARISING BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN, OR ABOUT THE PROPERTY, FROM THE USE OF THE PROPERTY BY RENTER OR ANY OF ITS INVITEES, GUESTS, OR VENDORS, OR FROM ANY BREACH OF BY RENTER OF ANY CONDITIONS OF THIS AGREEMENT, OR FROM ANY ACT OF NEGLIGENCE OF RENTER, OR ITS INVITEES, GUESTS, OR VENDORS, IN OR ABOUT THE PROPERTY, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF D'ART.

D'ART CENTER

By: _____

Its: _____

RENTER

Name: _____

By: _____

Its: _____

DATE OF AGREEMENT: _____