#### WILSON ARTS CENTER RENTAL CONTRACT



### About Us:

Wilson Arts is a 501(c)3 non-profit organization with the mission of improving quality of life for all citizens by being a hub for artistic experiences that enrich, educate, and entertain residents of Wilson County and beyond. Our primary focus is fulfilling this mission through our programming. Renting out our creative and modern facility helps support our programs for all ages, including ACT! for Youth, the Boykin Series, visual art exhibitions, adult and youth educational arts programming for all ages, grants to artists and arts organizations, and arts outreach to underserved populations.

EVENT INFORMATION:
Event Date:
Event Name:
*We do not offer set up or break down of tables and chairs*
Event Set-Up Time:
Event Time (for attendees):
When will you be done? ( <mark>Include clean up):</mark>

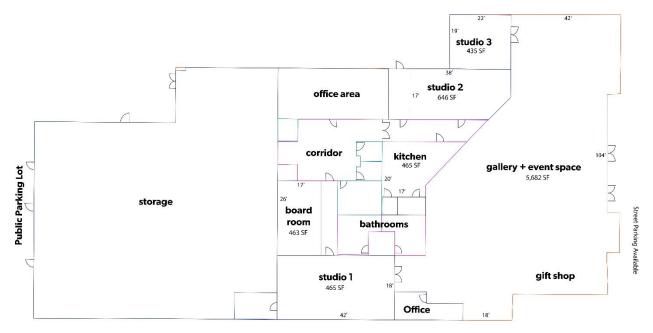




# **EVENT & CONTACT**

Event Contact:					
*This is the person we should call concerning event details and billing information. If this is an organization or business, please include job title and business/organization.					
Business Phone:					
Mobile Phone:					
Mailing Address:					
City	State	Zip			
E-mail:					
(Please include a copy of	valid ID (Driver's License, Passport, State	e ID) with contract.)			

### SPACES AVAILABLE FOR RENT







Name of Space	Room Dimensions/Sq. Ft.	Capacity	Rental Fee	Indicate the rooms you need by X	How many hours? (Min. 2 hours)	Total
Studio 1	Roughly 18' x 42'/ 1,094 SF	43 seated/93 standing-only event	\$75 per hour			
Studio 2	Roughly 38' x 17'/646 SF	33 as a classroom, 43 as a rehearsal area, 93 for a standing event	\$50 per hour			
Vision Room Conference Room/Board Room)	Roughly 17' x 26'/ 463 SF Includes use of projector & screen, the table comfortably seats 18.	18 seated/31 standing	\$30 per hour			
Kitchen	Roughly 17' x 20'/ 465 SF	5 as a prep kitchen, 19 for a classroom	\$50 per hour			
Cleaning Fee			\$75 Flat			
Projector & Screen			\$75 Flat			
TOTAL						

\*Due to fire code, a maximum occupancy of 300 people are allowed throughout the <u>entire</u> facility.

A 2-hour minimum rental is required for all spaces.

# **Kitchen and Catering:**

You may choose your caterer or bring your own food. The kitchen has 3 refrigerators, but rentals only includes the use of 2 refrigerators. Caterers must submit a copy of their current county eating & drinking establishment license or equivalent and a certificate of insurance showing coverage for liability (property or bodily injury) prior to the event. If they are new to the venue, it is encouraged that they visit beforehand. Two ranges, one microwave, and one dishwasher are available. All appliances are residential grade. If you are in need of renting dishes or other serving utensils, please inquire.

The Collective Vision Room (Conference Room) includes the use of tables, chairs, and TV which hooks up to computers via HDMI





### DISCOUNTS

Туре	Amount of Discount:
Current Member Discount:	Discount Percentage:
(Become a member today to receive rental	
discounts!)	
Supporting Level - \$125 - \$274 (10%)	
Creator Level - \$275-\$499 (20%)	
Innovator & Visionary Level \$500+ (30%)	
Multi-Room or Multi-Day Rental Discount: (10%)	
Non-Profit Discount: (10%)	
Monday – Thursday Rental: (10%)	
Total Discount (Add discount percentages and	
apply to total):	

# Final Amount of Rental: \_\_\_\_\_

# Will your event have alcohol consumption? Circle: Yes No

If yes, a permit is required from the ABC Commission and a copy must be provided to our staff 10 days before the event with the original posted at the event. Visit <u>https://abc.nc.gov/Permit/SpecialPermits</u> for more information or call the ABC Commission at (919) 779-0700.

# Security:

Depending on the type of event, off duty police officers may be required to be present. If so, the renter may contact the Wilson Police Department at (252) 399-2323. Rentals that are expecting 200 people or more AND involve alcohol will be required to hire off duty police officers. The names of the off-duty police offers working the event will be required from the renter within 10 full business days of the event.

#### Deposit:

A deposit of 25% of the total with a completed contract are required to hold the space, date and time and is non-refundable unless by force majeure. Credit cards, checks, or cash are acceptable forms of payment. The deposit is applied to the total payment due.





# Final Payment

Final Payment is due ten full business days before the start of the event rental.	If additional time is		
requested, payment will be immediately due at the time of the request. (It ma	y not be possible to add		
additional time due to other scheduled events and activities.) If the event show	uld not be completed at		
the time scheduled, overages will be due at the full rate (full hour increments c	only) for all rooms		
scheduled and will be due immediately. Failure to pay additional costs will result in loss of future rental			
privileges. Unused time will not be refunded.			

Date final payment is due: \_\_\_\_\_\_

#### **Photos:**

I/We approve event being photographed for Wilson Arts marketing purposes.

Yes \_\_\_\_\_ No, thank you \_\_\_\_\_

Is this event public or private? Circle: Public Private

Approximately how many people will attend? (Either a specific number or a range.)

Describe all activities at your event (What will attendees & organizers be doing in the space?):

#### Damages:

I/We will be responsible for any and all damages to premises and items within. I/We will be responsible for stolen items that occur during event rental.

Renter must leave a credit card on file to be used in case there are damages following the event.

Name on Card:					
Credit Card #:					
Expiration Date:	CVC:				
Billing Address:					
Street		City	State	Zip	





# **Eligibility:**

Applications shall be made only by persons 21 years of age or older. Wilson Arts reserves the right to require the Renter to provide insurance for its events including insurance covering the Wilson Arts, the facility and the persons in attendance.

Wilson Arts reserves the right to refuse rental requests on their merits. Wilson Arts reserves the right to deny any rental application where the proposed use is deemed to conflict with planned programs or adjacent to existing rentals.

# Availability:

Our organization does not hold or pencil in dates until a fully completed contract and deposit are received.

# What do I get for my rental?

A clean space – furniture in its normal locations, tidy with items in their appropriate normal locations.

A staff person on site during entire rental time to let you into the space and close up after you leave, answer questions, and resolve any issues that may arise.

Wifi will be available for renters and their guests.

**Music:** Renters may plug-in to our Truist Event Gallery sound system if renting that space for no additional fee. Please bring a phone or laptop to plug in to the sound system via headphone jack or lighting cable (for iPhones.)

Music shall follow <u>local noise ordinance</u> and music that is too loud or disturbing to our neighbors may be required to lower the volume. If music has explicit content, the rental may be required to be closed to the public.

Other items such as microphones, speakers for other rooms besides the Truist Event Gallery, and other items may be rented for additional fees if available.

# **Outside Vendors**

All 3<sup>rd</sup> party activities and/or entertainment must provide proof of insurance. Deliveries can only be made to the facility prior to the event with permission of the manager. Wilson Arts is not responsible for the storage items should they go missing or are damaged. Wilson Arts reserves the right to reject any vendor with whom we have had a previous negative experience.

**Cleaning:** There are two options: self-clean or pay cleaning fee.

Self-Clean: Property must be cleaned to specifications listed below within 2 hours of rental.

- All trash paced in interior trash cans. Staff will empty cans.
- All surfaces wiped clean.
- Rented area(s) swept/vacuumed clean.

Cleaning Fee: If the renter does not wish to handle cleaning, a \$75 cleaning fee post-event can be added with advance notice on the application. If cleaning support is needed throughout the event, please indicate that at the time of contract and an additional fee will be assessed at \$15 per hour per person.





Initial \_\_\_\_\_

### Insurance:

Some renters may be required to provide additional insurance. If the event is over 70% capacity for the Truist Event Gallery, includes dancing or other activities that may cause damage, and/or alcohol will be served, additional event insurance may be required by the renter. Is this insurance required?

# Circle: Yes No

If event insurance is required, please make sure that it includes \$1 million general liability coverage and includes alcohol in the coverage if you have alcohol at your event. Please list our legal name The Arts Council of Wilson, Inc. on your paperwork (not Wilson Arts). Proof of insurance must be submitted 10 business days prior to the event start date. Insurance can be attained by any accredited private company.

### **Discounts:**

Multi-room: A 10% discount is applied for multiple room rental.

**Non-profit:** A 10% discount is applied for legal non-profits. Proof of non-profit status will be required with rental contract.

**Membership:** Certain levels of membership at Wilson Arts receive a discount on rentals. The member *must* be the one paying for the rental and the membership must be current. Ask about becoming a member to receive the rental discount and other membership benefits. Memberships last for the calendar year. More information is available at www.wilsonarts.com/give.

\*If you qualify for more than one discount, discount amounts will be added and applied to the total. (i.e. Non-profit members needing multi-room use will receive a 30% discount. 10% non-profit + 10% multi-room + 10% member).

# Address:

204 Nash Street S, Wilson, NC 27893 Phone: (252) 291-4329 <u>www.wilsonarts.com</u> Facebook @wilsonartsnc Instagram @wilsonartsnc

#### Parking:

Public parking is available behind the facility, on the street and in surrounding area parking lots. Be sure to check most recent signage in these parking areas to avoid guests being towed or receiving a ticket.

# Equipment:

Equipment is not included in the rental price, but renters are welcome to use any equipment we have on hand. List below what you need and we can let you know if we have something like that and if there will be additional costs associated (Examples of equipment a renter might request include projector, screen, microphones, speaker to play music, etc.)





# Tables/Chairs:

Tables and chairs are not included in the rental price, but renters are welcome to use any tables and chairs that Wilson Arts has on hand. If renter requires use of tables and chairs that Wilson Arts does not have on hand, they will need to be rented at the renter's expense. Borrowed items will be stacked and the renters will need to set up the room for their event. List below if you are planning to use Wilson Arts tables and chairs and what you need.

If what you need is beyond what we have on hand, listed below is one company that you can rent tables and chairs from.

Advantage Rental | (252) 291-9600

# **Decorations:**

- DO NOT MOVE ARTWORK. Additional fees may apply if artwork must be moved to accommodate your event. Fees are based on the size and difficulty of moving the artwork.
- Decorations that hang, wrap or need to be attached to the building in any way need to be preapproved and described on an attached piece of paper with description of how it will be attached. If approved by staff, all resulting holes will need to be patched and painted by the renter. Free standing decorations are acceptable.
- Existing furniture re-arranging must be pre-approved and described on an attached piece of paper. A blank floor plan is provided.
- All decorations & event supplies must be removed by the end of the event. If clean-up takes longer than expected, additional hourly charges (in full hour increments) will apply and will be due immediately.
- Artwork may or may not be important to your event. Our exhibits rotate and there is generally
  a week or so in between shows in which part or the entire gallery walls may be bare. Please
  plan accordingly. The moveable walls in the Truist Event Gallery can roll to accommodate the
  event, but there is still artwork around the perimeter on various walls. Exhibits are scheduled
  generally 6 months to 1 ½ years in advance and we may be able to give you a general idea of the
  artwork that will be displayed at that time, but we will not be able to give you an exact
  description of each piece. If you require that artwork be removed to accommodate your event
  and its decor, additional fees will apply and will be priced on the difficulty of moving that
  particular show in Wilson Arts' discretion.

# Taxes

Renters are responsible for paying applicable taxes on event tickets, admission, and any sale of items.

# Publicity

For public events, a draft of the flyer, graphic, or advertisement used must be pre-approved by our staff. Please allow for 3 business days for our staff to respond. E-mail a digital file to <u>acw@wilsonarts.com</u>.





# **Explore Wilson:**

If your event is for the general public, please list your event for free on our countywide community arts calendar at <u>www.explorewilson.com</u>

# **Prohibited Activities**

The following shall be prohibited within or on the facility premises: 1) smoking 2) all illegal drugs or other controlled substances, 2) weapons of all kinds except for Law Enforcement Officers in the execution of their duties. 3) animals of any kind with the exception of those serving the needs of the physically challenged, 4) use of profanity, profane gestures and any unruly behavior detrimental to the normal operation of the facility or the safety of the public and employees, 5) and/or any other action deemed necessary by Wilson Arts or its designee, to protect the health and welfare of the public, employees or the facility.

If the event activities are not what is described here in this contract, all parties will be asked to vacate the premises with no refunds given.

Not allowed: No Open Flames, Bubbles, confetti, sparklers, throwing rice, loose straw, and/or dirt that isn't pre-potted.

Dancing: If dancing is planned, stanchions may be required with a 5 ft. distance from artwork as a precaution to prevent damage to the artwork on display.

### Contact:

Do you have questions about the space or the contents of these documents? Would you like a tour? Do you have questions about availability? Please contact: Amy Wahl, Office Manager Wilson Arts (252) 291-4329 x 103

Cancellations:

amy@wilsonarts.com

In the event of an emergency or weather closing, the entire fee will be applied toward the rescheduled date/time. If the event is canceled by the renter with more than 10 business days' notice, the deposit will be retained by Wilson Arts with no refunds. If the rental is canceled by the renter within the 10-day period, no refunds will be given and the rental amount must be paid in full.





#### **Liability Waiver:**

Renter agrees to defend, indemnify and save harmless the Wilson Arts, its agents, officers, employees, contractors, and volunteers, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature in connection with Renter's license and use of the facilities, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for this license agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged, to have been caused by any negligence or any other act or omission of Renter or Renter's employees, contractors, agents, officers or guest.

# I understand and agree to the terms:

Renter Signature:	Date:
(*If an organization or business: I am authorized to sign on behalf	of this organization/business.)
Wilson Arts Staff Signature:	Date:



