

Dorchester Center for the Arts (DCA)
Rental Agreement for use of a portion of the premises located at
321 High Street, Cambridge, MD 21613

Date of expected rental/event _____

This rental agreement is made by and between the Dorchester Center for the Arts (DCA) and

Name of Renter: _____

Contact Person: _____

Email: _____

Phone: _____

Mailing address: _____

Additional Comments or notes that we need to be aware of: Please read through; initial and sign where indicated. Bar will require a liquor license, and a bartender. Please remove all food, trash, etc. from DCA before leaving for the evening. There is a dumpster located by the fence in the back parking lot.

Special note:

Rental date: _____

Space rented: _____ **Rental fee: \$** _____

Performance Hall	Dinner 200, Theatre 300
Foundation's Gallery	Dinner 50, Cocktail 100
Wilson Gallery/front area	26
Studio 2/Classroom	40
Studio 3/Clay room	10 (limited to art instruction)

Number of people expected to attend: _____

(Fees below are based on a 5-hour minimum rental. Additional hours can be purchased at time of agreement. No additional hours will be added the day/night of the event.)

<u>Rental Area</u>	<u>Rental Rate Mon-Thurs</u>	<u>Rental Rate Fri-Sun & Holidays</u>
Perf. Hall	\$600.00	\$850.00 Extra hours-\$150 each
** Dorchester County not-for-profit rate for weekday (Mon-Thurs) rental: \$350.00**		
Foundation Gallery	\$325.00	\$475.00 Extra hours-\$75 each
Wilson Gallery	\$120.00	\$150.00 Extra Hours-\$50 each
Classroom	\$160.00	\$250.00 Extra hours-\$65 each
Clay Room	\$120.00	\$150.00 Extra hours-\$50 each

Your event is scheduled for: _____

Beginning hour of rental time: _____

Ending hour of rental time: _____

Security Fee: \$ 100.00

Fee for extra hours: \$ _____ per hour if necessary.

Total of above \$

Minus deposit paid: \$200.00. Deposit is due when this contract is signed.

Balance of fee is due 3 weeks before rental date: \$ _____.

Initials of Renter _____

Rental Fees: The rental fee is based on a 5-hour minimum rental. To (Hold the Date), we require that you pay \$ 200.00 of your rental fee and is due upon execution of this agreement. We will also collect a \$100.00 security deposit at the same time, see second paragraph.

At the conclusion of the Rental Period the DCA may return the security deposit of \$100.00 to the renter within 30 days providing that no damages have been incurred 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. The Rental Area (s) needs to be sufficiently cleaned and trash removed from the building. The determination of "sufficiently cleaned" shall be at the sole discretion of the DCA. Upon demand from the DCA, the Renter shall immediately pay the DCA the cost to repair any damage in excess of the Security Deposit.

Initials of Renter _____

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.

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, or left in the Rental Area as instructed by a DCA staff member.

Audio Visual Equipment: Audio visual equipment e.g.: (computer, projectors, printers, flipcharts, public address systems and speakers). DCA is not responsible for any damage or theft of AV equipment while on the DCA premises.

Decorations: The only decorations permitted in the Rental Areas 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 any time. 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.

Renter's initials: _____

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 off-site 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 contain 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, regardless of whether certified bartenders are provided.

Renter's initials: _____

Any renter that wants to open their event to the community/public needs to hire a licensed catering service to handle the food and its preparation. Food trays can be delivered directly to DCA by a business, such as Center Market. Renter would need to be present to accept the food being delivered.

(According to the Dorchester Cty. Health Dept., rules dictate that food cooked in peoples' homes and /or transported in personal vehicles cannot be served to the public.)

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

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:

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

Renter's Initials_____

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 or other rental monies previously paid by the Renter. The return of this money to the Renter shall be the 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.

Acceptance of Premises: The Renter agrees that they have inspected the area to be rented and its equipment and that the same are in proper condition for the Renter's use during the Rental Period.

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.**

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.

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.

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).

Cancellation Policy: 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 monies previously paid. If notice is not received by the 21st day, the Renter will receive all monies paid minus the \$100.00 security deposit.

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 breaches any term of this Agreement, the Rental Hold fee shall be forfeited as liquidated damages.

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.

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

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.

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

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.

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.

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.

Signed the _____ day of _____, Year _____.

Renter's signature: _____

DCA Executive Director, Barbara J. Seese _____

Jean H. Smith, Admin. Assistant (Acting as Rental Coordinator)

Please send this signed contract to:

Dorchester Center for the Arts

321 High Street

Cambridge, MD 21613

Att: Jean Smith

Please include your required deposit plus security fee and mail to address above.
Make check payable to Dorchester Center or the Arts.

410-228-7782

receptionist@dorchesterarts.org

