



**LEASE AGREEMENT
THE ARTS COUNCIL, INC.
331 SPRING STREET, SW
GAINESVILLE, GEORGIA 30501**



THIS LEASE made this day *DATE*, between The Arts Council, Inc., hereinafter called "LESSOR," and

«Dual_Prefix» «Key_First_Name» «Last_Name»
«Key_Address» «Key_Address_2»
«Key_City», «Key_St» «Key_Zip»

hereinafter called "LESSEE." Lessee ID Code: «*Member_ID_No*».

LESSEE AGE: Lessee must be Twenty-one (21) years of age.

LEASED SPACE: Lessor grants Lessee permission to use the portion(s) of the building and/or grounds of the Smithgall Arts Center and/or the Arts Council Gladys Wyant Performing Arts Pavilion at 331 Spring Street, SW Gainesville, Georgia, designated as: **THE ARTS COUNCIL SMITHGALL ARTS CENTER.** ("the leased space").

EVENT: «Event»

USE DATE/TIME: Use of the leased space shall begin at **9:00AM**, and end at **11:30PM**, on «EVENT DATE». No venue may be used past 11:30PM. Please allow ample time for setup before the event and clean up after the event. Setup and breakdown must take place within the specified rental time (see Additional Fees below). Rentals do not include setup time or rehearsal time the day prior to the event. Prior day rentals are subject to availability. All vendor drop-offs, setup, breakdown and cleanup must take place within the specified rental time.

FEE TERMS: Lessee agrees to pay Lessor «**Rental_Fee**» for the use of the leased space. Lessee agrees to pay «**Deposit**» as a partially-refundable deposit (paid «Date_Paid»), of which \$500 is applied to the rental fee and \$500 is refundable if no extra time or cleaning is required. Lessee further agrees that the remaining balance of «**Balance_Due**» will be paid by «Balance Due Date», unless prior arrangements have been made.

ADDITIONAL FEES AND CHARGES: If the event does not end at the above agreed upon contractual time, Lessee will be billed an inconvenience fee of **\$500 per hour** or any part thereof for overtime.

COMPLIANCE WITH LAWS AND REGULATIONS: Lessee will comply with all laws, ordinances and regulations adopted or established-by federal, state or local governmental agencies or bodies; and by all facility rules and regulations as provided by Lessor, and Lessee will require that its agents or employees likewise so comply.

The Arts Council will not lease any space for teenage or children' parties where alcohol is served or consumed. If the facility is rented for this type of function and it is found that Alcohol is being consumed on the premises said event shall be terminated immediately and no refund will be given.

No activities in violation of Federal, State or local laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by Lessee on the premises, and nothing presented, used, or sold that is contrary to law or prohibited by ordinances of the City of Gainesville, and Lessee agrees to abide and be bound by the decision of the Lessor should any questions arise under this paragraph. (See Addendum II)

CATERING: Lessee is free to negotiate with a **licensed professional** caterer of their choosing. The Arts Council may supply upon request a listing of caterers that have prior experience with the facility. It is the responsibility of the Lessee to make all arrangements with their selected caterer **including providing copies** of the Arts Council’s *Caterers Responsibilities and Facilities Check List* (See Addendums III and IV) and to notify the Arts Council of your final choice. All caterers working at The Arts Council Facilities must have copies of their current business licenses, food service permit, certificate of insurance, and proof of workman's compensation on file with The Arts Council. Copies of these documents must be on file with Lessor at least two weeks prior to the event. Lessee is responsible for supplying the documents to Lessor and may be subject to additional fees if not provided.

ALCOHOLIC BEVERAGES: Host bar only. No alcoholic beverage SALES are allowed on the premises. Patrons under the age of 21 will not be served. An appropriate number of paid licensed bartenders (minimum 2 persons per bar setup) shall be provided by Lessee or selected caterer. Bartenders and security reserve the right to stop service to any persons they deem unable/unsafe to serve. Any individuals that become excessively unruly or dangerous will be asked to leave the premises.

SECURITY: One professional security person is required for all events where alcoholic beverages are served and/or consumed regardless of number of guests. Two professional security persons are required for **200** or more guests. **At Least One** professional security person(s)is/are required for any event involving students and/or children i.e. high school proms, homecoming dance, etc depending upon number of guests mentioned above. Without limitation, professional security personnel duties include directing guests to the parking areas and to protect the house and grounds and guests. The Arts Council shall arrange appropriate security personnel for each rental event through the Gainesville Police Department or Hall County Sherriff’s Office (\$40 per hour, per security officer). The Lessee is responsible for payment of all security fees with said fees to be paid directly to the Security personnel prior to the event end time. There is a 4hr minimum charge for each security officer.

NOISE VARIANCE: The City of Gainesville requires all amplified noise, such as loudspeakers, bands, amplifiers, and megaphones to cease operation at 11:00PM each night. As such, Lessor requires its renters to cease with amplified noise at 10:30PM. Any loudspeakers or bands operating after 10:30PM may shall be subject to additional fees in the amount of \$500 per hour as well as all liability to regulatory authorities.

SERVICES PROVIDED: The Arts Council is not a full-service facility. We provide no services other than venue and table and chair setup - unless specifically agreed to in writing.

INDEMNITY: Lessee agrees to indemnify, defend and hold harmless the Lessor against all damages, expenses, costs, fees, charges, loss and liability, whether groundless or otherwise, which may be now or hereafter incurred against Lessor by reason of any suits, actions, claims, proceedings, judgments or administrative rulings arising out of or in connection with the lease and use of the Arts Council facilities, Gainesville, Georgia or any portion thereof. ***The individual or organization renting The Arts Council Facilities is fully responsible for any damages that occur in connection with an event. The Lessee expressly releases and idemnifies The Arts Council, Inc. from any liability for any theft,***

damage, or injury associated with the event. Individuals are requested to check their homeowner's insurance to see if coverage extends to another site for a special event. Organizations are requested to check their company insurance policy to see if coverage extends to another site for a special event. The Arts Council requires proof of insurance for general liability coverage for events.

LESSOR'S RIGHT OF ENTRY: In permitting the use of the space herein before mentioned, Lessor does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises, Duly authorized representatives of the Lessor may enter the premises to be used, and all of the premises, at any time on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this lease, and all parking areas, shall be at all times under the charge and control of Lessor.

AGREEMENT TO QUIT PREMISES: Lessee agrees to quit the leased space no later than the end of the term of this agreement (**11:30pm**) and further agrees to leave the leased space in a condition equal to that at the commencement date of this lease. If the event does not end at the above agreed upon contractual time, Lessee will be billed a additional fee of **\$500 per hour** or any part thereof for overtime.

REMOVAL OF PROPERTY: Lessee agrees that all materials pertinent to the event, which are not the property of the Lessor, will be removed from the facility on the expiration date of this lease [**Event Date**] unless prior approval has been granted by the Lessor.

PAYMENT OF DAMAGES: Lessee agrees to pay costs of repair or replacement for all damages of whatever origin or nature which may have occurred during the term of this lease in order to restore the leased space or other parts of the Lessor's premises affected by the event to a condition equal to that at the time this lease went into effect. Lessor will provide detailed billing and accounting to Lessee when such restoration is completed.

COMPLETE AGREEMENT: All terms and conditions of this written lease agreement and Addendums I-IV shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed this lease agreement, Such written document must be incorporated by specific references herein as a part of this lease agreement. Lessee expressly recognizes that only the Executive Director has the authority to modify or waive the terms of this Lease on behalf of Lessor.

CANCELLATION BY LESSEE: Should Lessee cancel the event covered under this agreement; **no deposit refund shall be made**. The Lessor shall retain the deposit as liquidated damages, not as penalty, the deposit being a reasonable estimate of the damages incurred by the Lessor.

INCLEMENT WEATHER: In case of inclement weather conditions (snow and ice) on the day of the event and the event is cancelled, the deposit may be credited towards future rental of Smithgall Arts Center building and grounds as availability permits.

IN WITNESS WHEREOF, the parties hereto have agreed to the above tenants to be executed and dated the day and year first above written.

LESSOR:
THE ARTS COUNCIL, INC

LESSEE:

By: Pamela Williams-Lime
Title: Executive Director

DATE: