

**SMITHGALL ARTS CENTER
RENTAL POLICY STATEMENT**

ADDENDUM II

The Arts Council’s SMITHGALL ARTS CENTER Buildings and grounds are primarily arts centers. Since artistic events have first priority, rental events are scheduled when the date requested is not in use for an artistic event. A date requested for rental is considered upon completion of an application and receipt of a deposit. You will also find a list of mandatory house rules, which must be adhered to for the use of the facilities.

RENTAL TIMES

<u>Days</u>	<u>Times</u>	<u>Rooms</u>
Monday-Thursday	9:00 AM - 10:00 PM	Individual rooms – Entire Facility
Friday	9:00 AM – 11:30 PM	Courtyard / Entire Facility
Saturday	9:00 AM - 11:30 PM	Major rooms / Grounds
Sundays & Holidays	Flexible - 11:00 PM	Major rooms / Grounds

THE RENTAL MANAGER

- The Executive Director must approve all rental dates.
- The Events Manager will coordinate with the renter and the contracted service representatives to plan the rental event. All contracted service representatives must contact the Events Manager to set up entry times.
- The Arts Council Personnel will coordinate all house/event security.
- The Arts Council Staff will attend all wedding rehearsals and will be on-site during rental events.

THE HOUSE/EVENT STAFF AND SECURITY

- House/Event staff is responsible for the basic preparation of the house. **This does not include any decorations, floral, or catering responsibilities.**
- House/Event Staff is responsible for setting up tables and chairs for the event when a detailed floor plan is provided 7 days prior the event date.
- House/Event Staff will monitor the house and rest rooms during the event and attempt to solve or remedy any problems concerning the facility or equipment.
- House/Event Staff is responsible for breaking down and storing all tables and chairs not belonging to the caterer. Also, House/Event Staff will sweep, dust mop, mop floors and pavilion, as needed.
- House/Event Staff **is not** expected to assist caterer with busing table or tray jacks, dishwashing, loading of goods belonging to the caterer(s), removing linens, or breaking down any food or bar set-ups. These are the responsibilities of the caterer.
- **One professional security** person is required at 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. **One or two** 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. Duties are not limited to or may include directing guests to the parking areas and to protect the house and grounds and guests. **Lessor shall arrange for appropriate security personnel and the Lessee is responsible for payment of all security fees with said fees to be paid to the Lessor prior to event date. There is a minimum 4-hour charge for each security officer provided.**

HOUSE RULES

- The rental agreement is between The Arts Council, Inc. and the Lessee, who is responsible for all bills and is the only one authorized to give instructions to the hired staff.
- **The Arts Council will not lease any space for teenage or children's 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.**
- There will be **nothing thrown inside of the *Facilities*** building i.e. rose petals, birdseed, or bubbles. If anything is to be thrown outside, approval must be obtained from the Executive Director. The throwing of rice is prohibited. If bubbles are used they can only be used outside the building and should not be distributed to guests until just prior to the departure of the wedding couple.
- All publicity concerning the Facilities must be cleared through the Arts Council and approved by the Executive Director of The Arts Council.
- The Arts Council cannot assume responsibility for items left by the renter, caterer, or guests. Lessee or caterer is responsible for removing all articles brought in during the rental event immediately following the event.
- Under no circumstances will Lessee make any changes to the planters outside the front door or side portico without permission.
- Art exhibits will be displayed inside the building and from time to time, site sculpture may be placed on the grounds including on the front lawns. No art works or site sculpture will be moved or removed for any rental event.
- Food and drink will be allowed **only** in the rented areas.
- Instruments using electrical amplifiers must keep amplitude down. No music is allowed Monday - Friday during business hours without proper clearance. Management may instruct band to lower volume or shut down. Rock and roll bands requiring excessive equipment (more than 2 small amplifiers) are not acceptable.
- **Decorating the Facilities:** Lessee may add decorations to the rented facilities for an event. If decorating is to occur the day prior to rental date, availability of facility must be confirmed with the Events Manager. Decorating on this day must take place between 2:00PM and 4:00PM. There can be **absolutely nothing** hung, nailed, or taped to the walls or ceiling of any of the rooms in Arts Council Facilities.
- *The Arts Council has the facility cleaned prior to a rented event. Any additional cleaning needed after decorations and/or flower arrangements are completed is the responsibility of the Lessee or person(s) responsible for decorations and/or flowers.*
- All functions are to end at the contractual agreed upon time. The Arts Council reserves the right to insist that the renter, guests, caterers, and band members leave the rented facilities at this time. **A \$500.00 per hour inconvenience fee** or any part thereof will be issued to the lessee for overtime.
- Smoking is **NOT** permitted at any of The Arts Council Facilities. Any smoking on the premises automatically results in forfeiture of deposit.
- Requests for rehearsal time must be cleared with the Events Manager. **One hour** of time is allotted and is dependent upon the availability of the facility. There is no guarantee that the day prior to rental event will always be available. It is the lessee's responsibility to contact The Arts Council in person or by telephone to work out an acceptable time.
- Grilling is prohibited at any of The Arts Council Facilities.
- No open flame candles are to be used in any The Arts Council Facilities. Electric flames candles only.
- Alcoholic beverages shall not be served or consumed on Leased Space prior to the beginning of the rental event.

PARKING

The Arts Council Facilities have limited parking on the premises; additional parking is available on street, at the City of Gainesville Parking Deck, and at the Hall County Parking Deck unless otherwise posted. If additional spaces are needed, Lessee will arrange for an alternate parking area. Lessee is responsible for providing shuttle service should Lessee deems it necessary. The Arts Council does not provide shuttle service. Lessee may choose to hire someone or otherwise provide someone to direct guests to parking. It is not the responsibility of the Arts Council staff to be direct.

ALCOHOL

Alcohol may be served if Lessee complies with all State and local rules, laws and regulations. The Arts Council reserves the right to close all bars should the manager deem it necessary to protect the facility and safety of individuals. Security will ask guests not to carry drinks, cans or bottles to the parking lot when leaving. Bartender(s) will be professionally licensed and will obey the laws pertaining to the serving of alcoholic beverages. **Under no circumstances may alcohol be sold unless prior arrangements have been made with Lessor and caterer/bartenders possess a license to sell alcohol in the state of Georgia.** All alcohol is to be provided by Lessee at no charge to guests. *Lessee not bring any alcohol onto the premises except with the express purpose of re-stocking the approved bar.* All bars stop serving at 11:30PM and all remaining alcoholic beverages will be stored or removed from the premises. Bartenders will not serve alcoholic beverages to guests under the age of 21. Bartenders have the authority to **not** serve anyone who has had too much to drink.

BAR (S)

If not provided by a caterer, Bartenders are to be provided by the Lessee. Bartenders are paid directly by the Lessee. Each bar set-up requires a minimum **one (1) licensed bartender with one (1) additional person** to serve as bar-back. Duties will include but are not limited to ensuring bars are supplied with appropriate supplies and **assisting the catering staff** with bussing of tables, tray stands, etc. Bartenders and bar-backs are also responsible for clean up of the Bar and taking bar related trash (bottles, cans etc.) to the Lessor's trash dumpster. **Bar supplies (beverage napkins, cork-screws, ice scoops etc) are supplied by the Lessee.** Lessee has use of the facilities icemaker however once depleted it may not remake sufficient ice to meet the needs of the event. It is suggested that Lessee provide three (3) or four (4) 40 lb bags of ice to supplement facility icemaker. The **caterer** is responsible for supplying and washing all glassware whether used for alcoholic or non-alcoholic beverages. **Lessee is to provide sufficient disposable beverage containers to be used later in the event in place of provided glassware to ensure timely clean-up at event end time.**

RESTRICTIONS

- Barbecues are not permitted at The Arts Council Facilities without proper clearance by the Executive Director.
- Tents used on facility grounds must be a frame tent and secured with either water barrels or concrete weighted buckets. Under no circumstances shall a tent on the ground be secured by the driving of stakes into the ground. Lessee shall make all arrangements for tenting with an outside vendor.

THE ARTS COUNCIL PIANO

The Arts Council's grand piano **will not** be available for use by the Lessee

ABOUT YOUR LIABILITY

The individual or organization renting The Arts Council Facilities is fully responsible for any damages that occur during an event. The Lessee expressly releases 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 can provide general liability coverage for an additional fee through its own agent if the lessee does not have coverage. The Lessee will be responsible for payment of said coverage.. ***The Arts Council requires proof of insurance for general liability coverage for events.***

RESPONSIBILITIES

Per our agreement, we will set up tables and chairs as needed. The selected caterer, florist, photographer, dance floor, beverages, tents and other services that you require for your event are to be provided by others. Their fees are not included in the rental. Please have your outside vendors call to make appointments to see the facility layout, delivery schedules, or to answer any questions that they may have in regard to your special event. The full service kitchen is available for use by the caterer of your choice. The caterer will be responsible for leaving the kitchen as clean as they found it and **must returned the signed Facility Checklist (Addendum IV) to the Event Manager before leaving the event.**

APPLICATION PROCEDURE

Upon completion of the application a \$1,000 deposit must be submitted with. Once the application is approved, \$500 of the deposit is applied to the rental fee and \$500 is held for cleaning and time overage fees. The cleaning/time portion of the deposit will be refunded if no extra time or cleaning is required. The balance of the rental fee and all other charges will be due one month prior to the rental. Failure to submit payment at that time will void the rental agreement. Party/event ending time means the time that **all guests, host, and vendors/caterers leave the property.** No application will be approved that has a party/event ending time past **11:30 P.M.**

Confirmation for the date of rental will be confirmed by the Events Manager of The Arts Council and will be in writing. Submitting an application and deposit does not constitute confirmation nor does verbal confirmation over the telephone by any person related to The Arts Council. **The confirmation letter will include a promise by the lessee to uphold all the house regulations and will contain the vital information related to your event.** The agreement will be valid only for the date indicated on the application. If the date of agreement is changed, a new letter must be issued. Any requests for changes or cancellations after receiving the letter of agreement must be made in writing and sent to The Arts Council. The Arts Council is not obligated to approve any alternate date, but will work with Lessee to find a mutual agreeable date.

All business licenses and vendor documentation is due to TAC two weeks prior to the event. Failure to provide proper documentation will result in cancellation of the event and forfeiture of any deposit paid. Please take time to carefully complete the application form and give as many details about your event as possible, paying particular attention to the timing. This will assist us to better serve your needs.

NOTE: It is the responsibility of the Lessee to inform the caterer of rules and regulations regarding the use of The Arts Council Facilities (addendum II and III). Caterer must sign and return copy of Addendum III to The Arts Council, Inc. no later than one month prior to event, 331 Spring Street SW Gainesville, GA 30501.

- 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 Council.
- Caterers are responsible for unloading, loading, setting up, and reloading all their goods. **At no time will deliveries or set up of outside food tables, bars or guest table decorations be made utilizing any of the Atrium doors of the Smithgall Arts Center.**
 - Caterers **must collect all** glasses, dishes, trash, etc. during the event to avoid unsightly pile-up.
 - A) Bussing stands should be set up throughout the house.
 - B) Non-returnable items such as paper items must be discarded in trashcans and taken to the dumpster.
- All deliveries must be cleared through the Events Manager.
- All garbage bags are to be sealed before the caterer takes them to the dumpster. Bags shall be taken out on service cart to prevent leaking on carpet and marble floors. **Absolutely no trash will be taken out through the Atrium at the Arts Council Smithgall Arts Center.**
- All cardboard boxes **must be broken down flat** prior to being placed in the dumpster.
- There is to be absolutely no food or bulk items emptied into the sinks other than in the garbage disposal.
- Caterers are responsible for maintaining cleanliness in the kitchen during the event and returning it to their original state.
- Caterers are responsible for all cleaning of the kitchen after the event including sweeping the floors. This includes sinks, refrigerators, counter tops, ovens and grill.(See kitchen check list attached)
- Caterers are responsible for maintaining safe conditions for the kitchens and catered areas at all times. This includes **immediate clean up of any spills or breakage.**
- No red colored punch, juice, etc. shall be used.
- There will be absolutely no dumping onto the grounds.
- Ice must be disposed of in sinks.
- All liquid waste must be cleaned of straws, etc. before dumping.
- Bars must have protective material under ice chests to prevent water from dripping onto the floors.
- Bars must be attended at all times and **no guest pouring** is allowed. All alcohol must be served from the bar or by wait staff.
- Caterers are to provide all necessary tools such as trash bags, can openers, serving utensils, foil, plastic wrap, pots, towels, dish detergent, knives, and other supplies necessary to carry out their duties. The Arts Council does not provide paper or plastic products to be used by any caterer unless prior arrangements have been made. Facility trashcans may be used with trash bags.

- Catering personnel may use the rest rooms in The Arts Council Facilities.
- The Arts Council does not provide linens.
- Caterer must use responsible personnel who are on site to work.
- The Lessee shall be responsible for payment of any damages caused by the Caterer or catering staff including but not limited to breakage of equipment, walls, tables, etc.
- The Caterer or the Designated Representative **must** sign the Kitchen Check list and then check out with the Arts Council House/Event staff on duty prior to leaving the facility/event.

I the undersigned have read and understand the caterer's duties and responsibilities as outlined above. And further attest that I have read Addendum II – Smithgall Arts Center Rental Policy Statement.

Caterer Business Name: _____

Contact Name: _____

Address: _____

Business Phone: _____

Cell Phone: _____

Web Address: _____

Email Address: _____

Caterer Signature

Date

The Arts Council Facilities Check List for Caterers

ADDENDUM IV

Event: _____

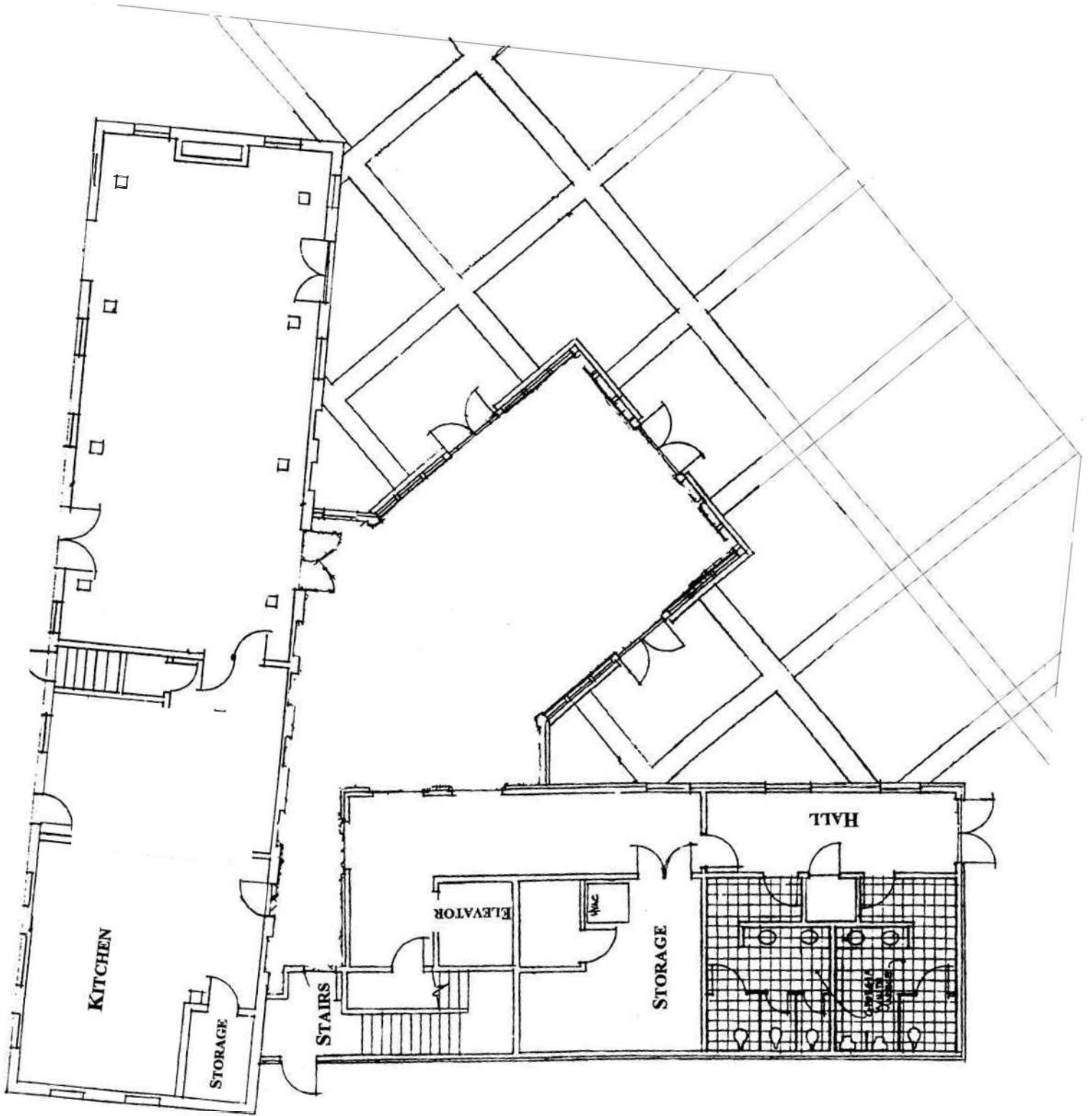
- O Wipe Down stainless steel tables including bottom shelves with antibacterial soap and water and then dry
- O Wipe behind, inside & outside Warmer
- O Wipe shelves and underneath Refrigerator and Freezer
- O Wipe top, front and sides of Ice Machine
- O Wash Ice Scoop
- O Wash all kitchen equipment inside and out – refrigerator, microwave, convection oven, etc.
- O **Make sure** the garbage disposal is **clear** of all debris.
- O Wash top and bottom of counters, tables
- O Wash service carts (including bottom shelf)
- O Check for and wipe off handprints on doors and walls
- O Clean all sink surfaces
- O Wash all Arts Council dishes and glassware used with dishwasher detergent
- O **Clean filter** in dishwasher – wipe down dishwasher inside and out
- O Rooms, guest tables and food tables must be clean of all debris
- O Pick up all glassware, plates, napkins, food in areas used
- O Pick up chunks of food and other debris off floors
- O Sweep kitchen floor
- O Clean kitchen floor with heavy duty detergent
- O Replace broom, mop, etc., in custodian's closet
- O Wipe down bar with antibacterial soap and water
- O Take all trash to dumpster ***Cardboard** boxes **must** be broken down flat
- O Make sure all trash cans are clean before placing fresh liner in can and **washed and dried** at end of event including any plastic tubs used at bars
- O Replace can liners in clean trash cans

- O Return clean tray jacks and cleaned take-up trays to respective storage areas
- O Replace any paper products (paper towels) used
- O Replace anything broken or damaged (i.e. glassware, dishes, etc.)
- O Wash / Dry any plastic tubs used and store in proper place
- O Clean debris from all surfaces in the leased space
- O **DOUBLE CHECK TO ENSURE THAT NO ARTS COUNCIL PROPERTY HAS BEEN ACCIDENTALLY LOADED WITH CATERER'S PROPERTY.**

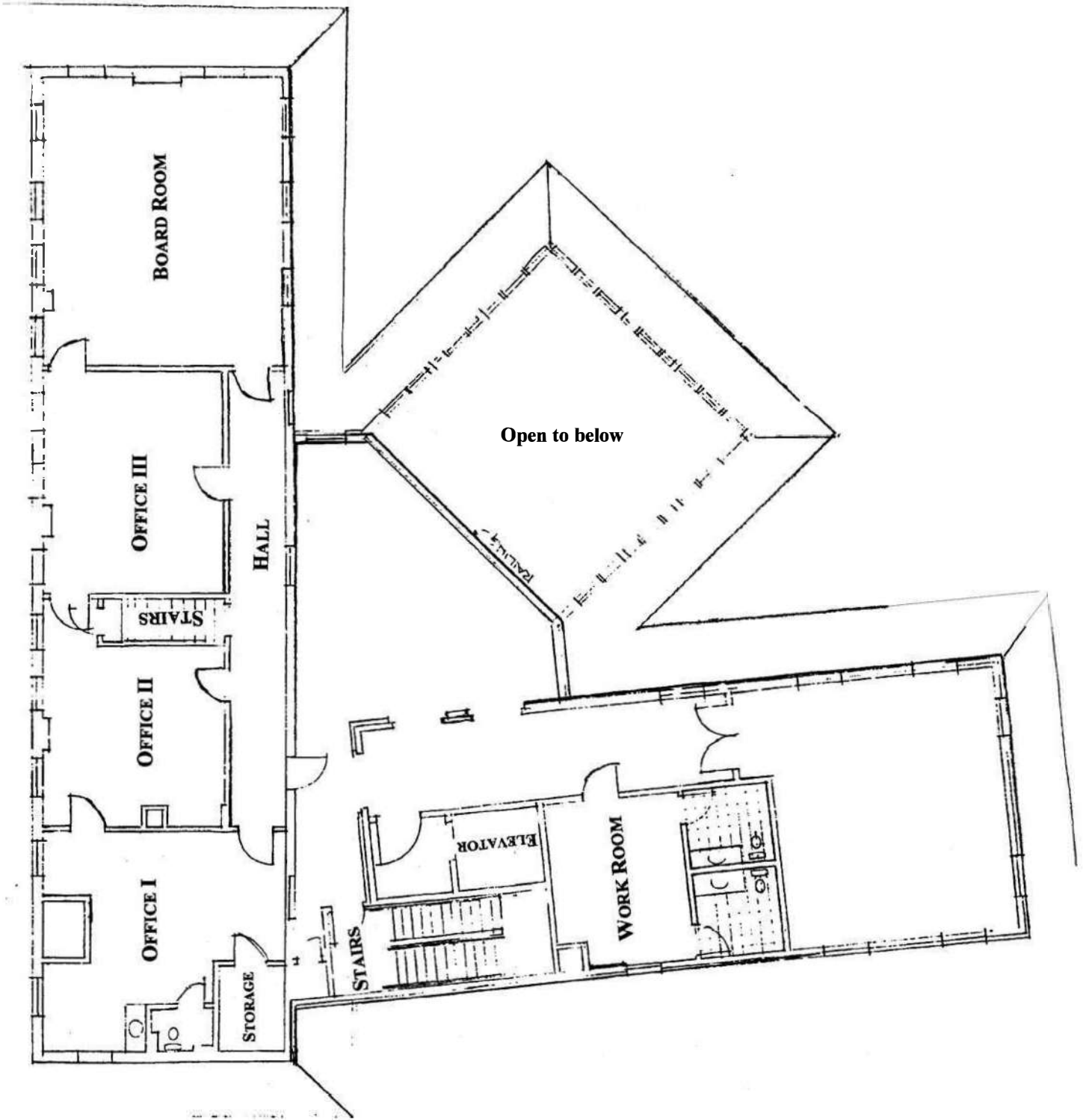
CATERER MUST SIGN AND LEAVE THIS CHECK LIST WITH THE ARTS COUNCIL REPRESENTATIVE ON DUTY AT CLOSE OF EVENT. FAILURE TO COMPLY WILL RESULT IN A SUBSTANTIAL PENALTY DEPOSIT TO BE ASSESSED AT THE NEXT EVENT CATERED AT ANY ARTS COUNCIL FACILITY.

Caterer / Designated Representative

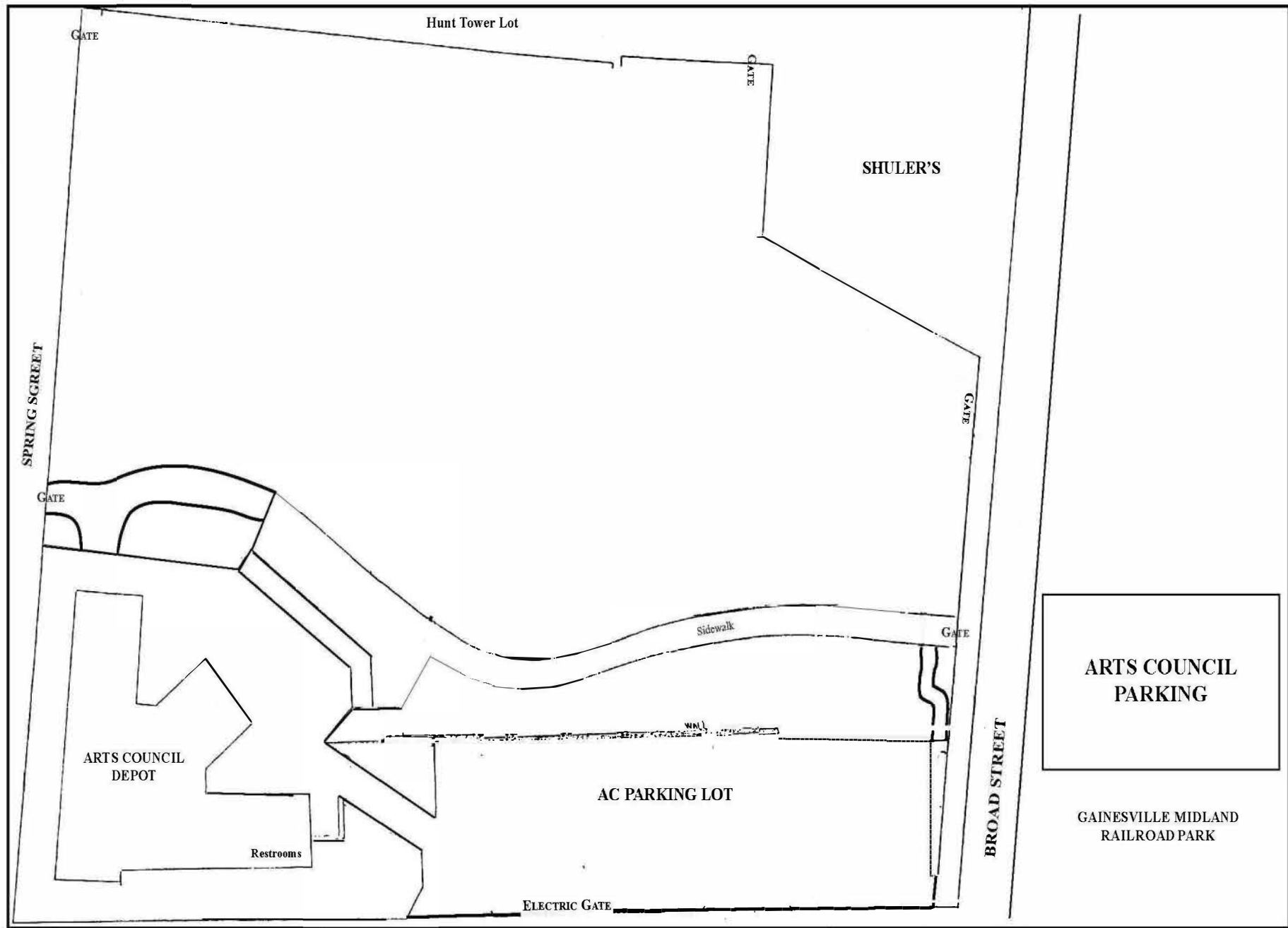
Date



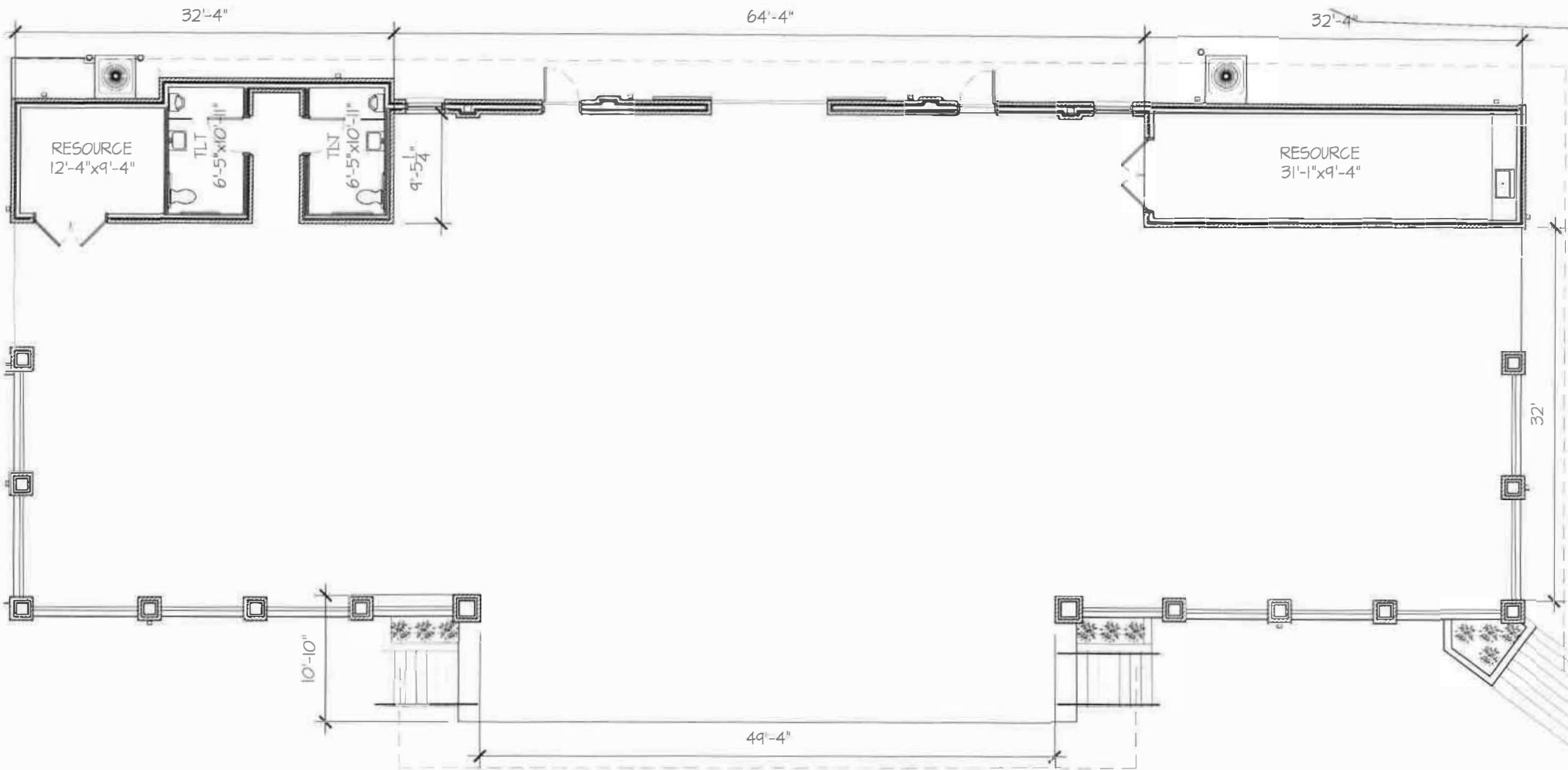
**THE ARTS COUNCIL SMITHGALL ARTS CENTER
GROUND FLOOR**



**THE ARTS COUNCIL SMITHGALL ARTS CENTER
SECOND FLOOR**



**THE ARTS COUNCIL SMITHGALL ARTS CENTER
GROUNDS**



SCALE: 1/8" = 1'-0"