



Rental Agreement for The Lynda Fairly Carpinteria Arts Center Site Rentals

This Rental Agreement (the "Agreement") is made as of _____, 2020 and sets forth the terms and understanding between the Carpinteria Arts Center dba The Lynda Fairly Carpinteria Arts Center ("CAC") and the undersigned client (the "Client") regarding the rental of CAC facilities (the "Venue") for a program or event (the "Event"). The parties agree as follows:

1. Facility Rental

The use of CAC Facility is outlined in Section 9 of contract. Client agrees to use the Venue exclusively for the Event and understands that no other purposes or activities are authorized.

2. Payment

The fees to be charged by CAC for the Services are outlined in Section 10. These fees are not a donation to CAC as the Client is receiving value in return.

- a. Deposit: In order to guarantee the Services, the deposits listed on Section 10 is due upon the signing of this Contract. Failure to make the Deposit will result in cancellation of this Agreement. All remaining Fees are outlined in Section 10.
- b. Additional Fees: Client understands that this contract is for Venue rental only unless indicated otherwise in Section 10. Client is responsible for adhering to the Terms and Conditions. CAC reserves the right to retain the refundable security deposit and invoice Client for any additional fees caused by failure to comply with these Terms and Conditions. Holdover Fees: The rental is for the time period outlined in Section 9. If Client fails to vacate the premises in a timely manner, CAC reserves the right to invoice Client for a holdover fee at the rate of \$400/hour (the "Holdover Fees").
- c. Damage Fees: Representatives of Client and CAC will inspect the premises after the Event for damage. CAC will identify any damage to CAC premises for which Client is responsible under this Agreement. CAC will arrange for repair or replacement of such damaged property at Client's expense (the "Damage Fees").
- d. Invoices: Client agrees to pay all invoices for Holdover and/or Damage Fees within thirty (30) days of receipt.

3. Term

This Agreement will remain in effect until the earlier of either: (a) the completion of the Event and payments of all Fees outlined in Section 10; or (b) termination in accordance with Section 4. The parties may modify the proposed date(s) and time(s) in Section 9 at any time upon mutual agreement without terminating this Agreement.

4. Termination

- a. Termination for Cause: This Agreement may be terminated by either party upon the breach of any material term by the other party. The parties agree that timely payment of deposits by Client is a material term of this Agreement. Upon termination, Client shall be liable to CAC for any out of pocket expenses incurred by CAC.
- b. Cancellation by Client: Should Client cancel the Services for reasons other than those outlined in Section 8(c) below less than six (6) weeks prior to the date of the Event, Client will pay CAC the Deposit plus any out of pocket expenses incurred by CAC.

5. Insurance

Client agrees to maintain a policy of comprehensive general liability insurance of at least two million dollars (\$2,000,000) in coverage to protect itself against any claims related to the Event, including indemnifying CAC as required herein, for the duration of this Agreement. All such insurance carried by Client shall be primary and non-contributory with any insurance, including primary, carried by CAC. Client shall name CAC as an additional insured for the duration of this Agreement.

6. Indemnification

- a. To the fullest extent permitted by law, Client will indemnify, defend, and hold CAC and its trustees, directors, officers, employees, agents, volunteers, successors, and assigns (collectively referred to as the "CAC Parties") harmless from and against any and all claims and damages, costs, losses, liabilities, and/or expenses, including, but not limited to, those for injuries or death to persons, damage to or destruction of property, reasonable attorneys' fees and/or expenses of all suits or proceedings, arising out of or in any way relating to the acts or omissions of the Client Parties.
- b. To the fullest extent permitted by law, CAC will indemnify, defend, and hold Client and its trustees, directors, officers, employees, agents, volunteers, successors, and assigns (collectively referred to as the "Client Parties") harmless from and against any and all claims and damages, costs, losses, liabilities, and/or expenses, including, but not limited to, those for injuries or death to persons, damage to or destruction of property, reasonable attorneys' fees and/or expenses of all suits or proceedings, arising out of or in any way relating to the acts or omissions of the CAC Parties.

7. Venue Rules and Regulations

Regardless of any commitments contained herein, CAC maintains the right to control the management of the Venue and enforce the Terms and Conditions set forth in Contract and Terms and Conditions. Client agrees to comply with the Terms and Conditions and all instructions of CAC staff.

8. Miscellaneous

- a. Relationship: Nothing in this Agreement shall constitute the naming of either party as an agent or legal representative of the other party for any purpose whatsoever. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and neither party shall make any such representation.
- b. Compliance: Both parties agree to observe and comply with all laws, rules, regulations, requirements, orders, and directions of any governmental authority which may apply to the Event.
- c. Force Majeure: Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from a "force majeure" including, but not limited to, public emergency or calamity, war, riot, strike, labor disturbance, interruption of transportation, casualty, illness, flood, fire, earthquake or other such cause beyond the party's reasonable control. Notwithstanding this section, Client bears the risk of cancellation due to inclement weather and shall pay the Fees owed, as well as any payments owed to third-party contractors, if this occurs.
- d. Venue/Law & Dispute Resolution: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. The parties agree to attempt to resolve all disputes arising from this Agreement in mediation. If mediation is not successful, exclusive jurisdiction for any unresolved disputes shall be Santa Barbara, California.
- e. Integration & Modification: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only in writing signed by both parties.

- f. Assignment: Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- g. Counterparts: This Agreement may be executed in one or more counterparts, and via electronic means, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement.
- h. Survival: In the event any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction or panel of arbitrators, all other provisions of the Agreement shall remain in full force and effect and shall in no way be impaired during the period of the Agreement.

9. Rental Details

Event Name:
 Date:
 Event Times:
 Facility Rental:
 Robinson
 McIntyre
 Gallery & Robinson
 Courtyard
 Full Site
 Estimated Guest Count:

10. Fees

Facility Rental Fee	
Refundable Security Deposit	
Alcohol Permit: Security Guard: Gallery Liaison:	
Total Fee	
25% Deposit due upon signing of contract	

11. Event Schedule

Certificate of Insurance Due (2 weeks prior to event)
 List of Vendors (1 week prior to event)
 Remaining Balance Due (1 week prior to event)
 Final Guest Count Due (1 week prior to event)
 Event Timeline (1 week prior to event)

12. Principal Contacts

The parties designate the following individuals to act as the principal contact for this Agreement and to have authority to modify this:

a) Principal Contact for Client:

Name

Title

Phone Number

Email Address

b) Principal Contact for CAC:

Name

Title

Phone Number

Email Address

Agreed to and accepted:

BY CLIENT:

Signature

Date

Print Name

Title

Mailing Address

Email Address

Phone Number

BY CAC:

Name

Date

Email Address

Phone Number