



Rental Agreement for Use of The Lynda Fairly Carpinteria Arts Center Site

This Rental Agreement (the "Agreement") is made as of _____ 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. Rental Details

- a. **Event Name:** _____
- b. **Event Date:** _____
- c. **Event Times:** _____
- d. **Estimated Attendance:** _____
- e. **Facility Rental:**
 - [] Robinson Family Studio
 - [] McIntyre Family Studio
 - [] Charles Lo Bue Gallery & Robinson Family Studio
 - [] Koch Courtyard
 - [] Full Site

2. Fees

Facility Rental Fee (this contract serves as your invoice)	
Alcohol Permit: (if required)	
Security Guard:	
Gallery Liaison:	
Total Fees:	
25% Nonrefundable deposit of total facility rental fee	\$_____
Plus	
25% Security Deposit (25% of facility rental fee which can be refundable if the facility is deemed in good condition by CAC staff upon post event inspection.	\$_____

Total amount due upon signing of contract:	\$_____
<i>Total due 3 weeks before your event, (no invoice will be sent):</i>	
<i>Total Fees minus the total amount due upon the date of signing contract</i>	

3. 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.

4. Payment

The fees to be charged by CAC for the Services are outlined in Section 2. These fees are not a donation to CAC as the Client is receiving value in return.

- a. Nonrefundable Deposit: In order to guarantee the Services, the deposits listed on Section 2 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 2.
- b. Additional Fees: Client understands that this contract is for Venue rental only unless indicated otherwise in Section 2. 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 1. 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.

5. Effective Dates

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 2; or (b) termination in accordance with Section 6.

6. Termination & Cancellations

- 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 12(c) Client will forfeit the Deposit plus any out-of-pocket expenses incurred by CAC.

7. Insurance

Client agrees to maintain a policy of comprehensive general liability insurance of at least one million dollars (\$1,000,000) 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.

8. 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.

9. 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 attached as Exhibit A. Client agrees to comply with the Terms and Conditions.

10. Cancellations

Cancellations made more than 3 months prior to the event date will receive a refund of all monies paid, minus the non-refundable deposit to cover liquidated damages and lost sales of the original event date. Cancellations made within 3 months of the event date may receive a refund minus the non-refundable deposit to cover liquidated damages and lost sales of the original event date, in an amount negotiated and agreed upon by Client and CAC. Client agrees that in the event of any cancellations made within 3 months of the event date, no monies given to CAC shall be refunded.

11. Postponements

Client agrees to apprise CAC of all changes to the event date, time or location within 24 hours of those changes being made.

Client agrees that postponements made more than 3 months prior to the event date will have a new contract drawn up and 100% of payments made to date will be held in credit and transferable to a new event date, provided that date happens within 12 months of the original event date.

Client agrees that postponements made within 3 months of the event date, the non-refundable deposit will be retained by CAC for liquidated damages and lost sales on the original event date. A contract will be drawn up and a new deposit will be required. 100% of additional payments made to date will be held in credit and transferable to a new event date, provided that date happens within 12 months of the original event date.

Please let us know if there are extenuating circumstances and we will do our best to work with you. Any rescheduling will be discussed by Client and CAC as needed.

12. 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.

13. Event Schedule

Certificate of Insurance Due 3 weeks prior to event
List of Vendors Due 3 week prior to event
Remaining Balance Due 3 weeks prior to event
Final Guest Count Due 1 week prior to event
Event Timeline 1 week prior to event

Agreed to and accepted:

BY CLIENT:

Signature

Date

Print Name

Title

Mailing Address

Email Address

Phone Number

BY CAC:

Name

Date

Title

Email Address

Phone Number

FOR OFFICE USE ONLY:

PAYMENT INFORMATION

Deposit:

- Date: _____ Amount: _____
- Form of Payment: CC / Check / Cash

Final Payment:

- Date: _____ Amount: _____
- Form of Payment: CC / Check / Cash