



# FACILITY RENTAL AGREEMENT AND CONTRACT

This Event Space Rental Agreement with Exhibit A: Rules and Regulations (“Agreement”), constitutes an agreement for the rental and use of property managed by Lake Wales Arts Council, Inc. The effective date of Agreement is the date Agreement is signed. The parties agree as follows:

**1. Parties:** The parties to this Agreement include the following:

Lake Wales Arts Council, Inc. (“LWAC”)
Address: 1099 Highway 60 East, Lake Wales, FL 33853
Phone: (863) 676-8426 Email: [events@lw-arts.org](mailto:events@lw-arts.org)

The below renters are referred to collectively as “Renter”. Each of the renters are jointly and severally responsible for the obligations contained in Agreement.

Renter: \_\_\_\_\_
Company (if applicable): \_\_\_\_\_
Address: \_\_\_\_\_
City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_
Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_
Email(s): \_\_\_\_\_

Other Renter: \_\_\_\_\_
Company (if applicable): \_\_\_\_\_
Address: \_\_\_\_\_
City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_
Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_
Email(s): \_\_\_\_\_

**2. Rental Information**

Rental Date(s): \_\_\_\_\_ Rental Time(s)\*: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Estimated Number of Guests: \_\_\_\_\_

Will a rehearsal be included? \_\_\_ yes \_\_\_no If yes, rehearsal date and time: \_\_\_\_\_

Rehearsals are limited to 90 minutes, must be booked at the time of the original contract signing, and must take place not more than one week prior to the contracted date. Food may not be served during rehearsal. Decorating cannot be done during rehearsal time.

Will alcohol be served? \_\_\_ yes \_\_\_no If yes, what time will the service take place? \_\_\_\_\_

\*Rental Time(s) include all set up and tear down; from the time Renter is given access until the doors are locked.

### 3. Rental Rates and Fees

The Renter agrees to pay the following rental rates and fees.

**A. Venue Rates:** Package rates listed below are based on a rental time of eight (8), six (6) or four (4) hours, which includes load-in, load-out, set-up, break-down time. Additional time, if needed or requested, is subject to additional prorated fees as listed below. Bridal photo shoots separate from photography done during a rental must be booked as its own rental and are not permissible as part of a facilities tour.

MAIN ROOMS**	Non-Member				LWAC Benefactor Member				Partner / Non-profit
	8 hr	6 hr	4 hr	Additional hour	8 hr	6 hr	4 hr	Additional hour	
Udike Hall 150-person seated 100-person w tables	\$2,210	\$1,820	\$1,300	\$280	\$1,770	\$1,450	\$1,040	\$220	Per agreement
Crews Gallery 125-person seated 100-person w tables	\$1,560	\$1,248	\$936	\$195	\$1,250	\$1,000	\$750	\$156	
Outdoor Patio 30-person capacity	\$780	\$625	\$470	\$98	\$625	\$500	\$375	\$80	
Conference Room 20-person capacity	\$780	\$625	\$470	\$98	\$625	\$500	\$375	\$80	
Kitchenette (freezer, refrigerator, microwave)	\$780	\$625	\$470	\$98	\$625	\$500	\$375	\$80	
Classroom 25-person seated 12-person w tables	\$780	\$625	\$470	\$98	\$625	\$500	\$375	\$80	
Green Room 6-person capacity	\$780	\$625	\$470	\$98	\$625	\$500	\$375	\$80	

**\*\* When three (3) or more rooms are reserved, an automatic 10% discount is applied for the rooms.**

ADDITIONAL AMENITIES	Non-Member	LWAC Benefactor Member	Partner / Non-profit
Tables/Chairs Set-Up Fee	\$4 per table/chair	\$3.25 per table/chair	Per agreement
Use of Baby Grand Piano	\$200	\$160	
Security*** (when alcohol is served)	\$400	\$400	
Marquee Sign 3 day rental - 1 side	\$200	\$160	
Marquee Sign 3 day rental - both sides	\$400	\$320	

**\*\*\*Mandatory fee if alcohol is to be served. Includes event insurance with alcohol coverage for "Host Liquor", as well as private security for the duration of the event. The LWAC will arrange this on behalf of Renter.**

Holiday fee - Rentals taking place during Federal Holidays and their corresponding weekends will be charged an additional 25% of the package fee and are subject to approval of the LWAC (<https://www.opm.gov/policy-dataoversight/pay-leave/federal-holidays/>)

**B. Items included in Rental:** The following items and services are included in the rental rate.

- A LWAC staff member will be present for the duration of your rental.
- The staff member will give Renter access to the building and turn on light switches.
- The Renter or their sub-contractors are responsible for arranging all set-up and tear-down help needed, including, but not limited to catering, serving, decoration and clean up.

**Renter initials:** \_\_\_\_\_

**C. Items additional to the Rental:** Any item or service not identified in Section 3B hereinabove can be added at an additional charge under this Agreement.

- Access to the LWAC's full inventory of tables and chairs, including:
  - Twelve (12) – 60-inch Round tables
  - Nine (9) – 30-inch Round tables (includes both 30" and 42" columns).
  - Ten (10) – 6-foot Rectangular banquet tables
  - Twenty-two (22) – 5-foot Rectangular training tables
  - (225) - Black upholstered banquet chairs
  - Two (2) – Black skirted bars
  - One (1) Wood podium
  - Four (4) - Large decorative easels
- The LWAC will set-up and tear-down LWAC's rental items for the fee stated in Section 3A. A floor plan must be submitted to the LWAC 14 days prior to the event date.
- If food will be served at the event, the Kitchenette rental is required.

**Renter initials:** \_\_\_\_\_

**D. Items NOT included in the Rental:** Items or services not identified in Section 3B or specifically added from Section 3C are not included in this Agreement. The following Services are not included in the Agreement and are the sole responsibility of Renter and/or their subcontractors:

- **Setup or decorative arrangement by staff:** All setup or decorative arrangements must be made by Renter or their sub-contractors.
- **Linens:** Procurement and arrangement of table coverings and curtains are the responsibility of Renter.
- **Removal of Trash:** Renter removal of trash to the dumpsters at the end of the evening. LWAC will provide trash bags.
- **Staff cleanup of any third-party rentals, decorations or food/drink brought onto the premises.** Set-up and clean-up of items brought onto the premises are the responsibility of Renter. Overnight storage for third-party rentals, decorations or food/drink is not provided by the LWAC. Any items left by Renter after the event will result in Renter's forfeiture of their full damage Deposit.

**Renter initials:** \_\_\_\_\_

**E. Non-refundable deposit:** A nonrefundable deposit of 50% of the total rental fee is required to secure the date and will be applied towards the total cost of the rental. The full balance owed is due no later than 14 days prior to the event date. If Renter fails to pay the Balance Due on or before the due date, the reservation

will be considered the deposit forfeited without further notice. If the event date is 14 days away or less from today's date, 100% of the rental rate is due immediately.

**F. Damage Deposit:** A refundable damage deposit of \$500 is required and due 14 days prior to the rental date. This may be paid by check or by completing the credit card authorization form. The deposit will be held by the LWAC and returned to Renter within two weeks after the event once the property has been inspected for damage. Third-party rentals, decorations or food/drink left on the premise will result in forfeiture of the full \$500 damage deposit.

**G. Overage Fees:** If the event extends beyond the scheduled end time, a \$100.00 fee will apply for every 15 minutes the event extends past the event end time. If the event extends more than one (1) hour past the event end time without prior approval, the full damage deposit will be forfeited.

**H. Fee Breakdown:**

Space Rental (Package or Hourly Rate): \_\_\_\_\_

Additional Options: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sales Tax (7%): \_\_\_\_\_

Grand Total: \_\_\_\_\_

**I. Payment Schedule:**

50% non-refundable deposit due at signing: \_\_\_\_\_

Rental balance due: \_\_\_\_\_ Due Date: \_\_\_\_\_

Refundable Damage Deposit or  
Credit Card Authorization on file: \_\_\_\_\_

**J. Payments:** All payments due herein shall be made using cash, credit card, personal check, or cashier's check. Personal checks shall be made payable to "Lake Wales Arts Council" at 1099 Highway 60 East, Lake Wales, FL 33853. Any personal check for insufficient funds is subject to a \$30.00 returned check fee. Total contract fees must be paid 14 days prior to the Event Date. A credit card authorization form is located on the last page of this contract.

**4. Cancellations**

All cancellations must be made in writing and delivered to LWAC at least thirty (30) days prior to the event date. The deposit is not refundable. If the event is canceled 30 days or less prior to the event date, Renter is responsible for payment in full. Renter recognizes that the cancellation policy is not intended to be punitive, but reflects LWAC is foregoing actual or potential business opportunities by reserving the venue for Renter and is unlikely to be able to rent the venue without having notice of 30 days or more.

**5. Indemnification**

Renter agrees to indemnify, defend and hold the LWAC, its officers, employees and agents harmless of and from any liabilities, costs, penalties or expenses arising out of and/or resulting from the rental and use of the premises. In the event the LWAC, its officers, employees and/or agents are required to file any action in court, in order to enforce any provisions of this agreement, Renter agrees to pay the LWAC, its officers, employees and/or agents all reasonable attorney fees, court fees, and cost of suit incurred by the LWAC, including all collection expenses and interest due.

**6. Force Majeure**

A party is not liable for any failure of or delay in the performance of this Agreement if the failure or delay is due to causes beyond its reasonable control. This includes, but is not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, public health crisis, pandemic or any other force majeure event. If any force majeure event occurs, the party relying on this provision will give written notice to the other party of its inability to perform or of delay in completing its obligations.

**7. Terms and Conditions**

The “Terms and Conditions” as attached as Exhibit A are incorporated into this Agreement.

**8. Severability**

In case any one or more of the provisions, or portions of provisions, of this Agreement is deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions are not affected or impaired in any way.

**9. Modification**

Any modification of this Agreement must be in writing and signed by the parties.

**10. Opportunity to Review**

By executing this Agreement, the undersigned parties acknowledge they have reviewed and fully understand the Agreement and Exhibit A Terms and Conditions.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement to be effective as of the Effective Date and governed by the laws of the State of Florida.

FOR LWAC:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

FOR RENTERS:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

## **EXHIBIT A: RULES AND REGULATIONS**

The following is a list of rules and regulations to be upheld by Renter and includes all EVENT PLANNERS, WEDDING COORDINATORS, and VENDORS who are involved in the planning and execution of the special event on the premises of the Lake Wales Arts Council.

### **CITY, COUNTY, STATE AND FEDERAL LAWS**

The Renter agrees to comply with all applicable City, County, State and Federal laws and shall conduct no illegal act on the premises. The LWAC is always a drug-free facility, NO EXCEPTIONS. Renter may not sell alcohol on the premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. The LWAC reserves the right, in its exclusive direction, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who does or participates in any manner in any act jeopardizing the rights or insurability of the LWAC or the safety of its staff, guests or building contents.

### **CONDUCT**

Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. All guests shall always use the premises in a considerate manner. Conduct deemed disorderly at the sole discretion of the LWAC or its staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases, NO REFUND of the event costs shall be made.

### **ENTRY AND EXIT**

The Renter acknowledges that the LWAC and its staff may enter and exit the premises during the rental period. A minimum of one LWAC staff member will be on site throughout the rental period to assist with any questions or to respond to any issues that may arise during the rental period. This person is NOT an event coordinator and will not be responsible for managing the flow of the event. He or she WILL monitor the building periodically, including the restrooms and will replenish trash bags and paper products as needed.

### **PROMOTIONS AND COPYRIGHT**

Should the LWAC be engaged in the promotion or co-production of your event, they reserve the right to view and approve all marketing messages and communications.

### **LOAD-IN/LOAD-OUT AND STORAGE**

All load-ins and loadouts must take place within the designated timeframe indicated on the contract. The LWAC is not responsible for checking in or handling items brought into the venue by any third parties, including Renter, rental companies, caterers, family members, etc. Any excess material created by deliveries, (such as bubble wrap, boxes, hangers, etc.) must be removed and disposed of by Renter or rental companies.

The building is a working art center and programming runs continuously throughout the year. Overnight storage for third-party rentals, decorations or food/drink is not provided by the LWAC. Any items left by Renter after the event will result in Renter's forfeiture of their full damage deposit.

Renter Initials: \_\_\_\_\_

Date: \_\_\_\_\_

## **FACILITY USE GUIDELINES**

- A. The kitchen may be used but must be cleaned by Renter. **NO FOOD OR DRINK CAN BE LEFT BEHIND.** The renter is responsible for any LWAC items in the kitchen. Missing items must be paid for or replaced by Renter. The kitchen includes a refrigerator and a freezer, but does not include an ice machine, range, or oven.
- B. The LWAC staff will provide Renter with trash bags. Renter must remove trash to the dumpsters at the end of the rental. Renters may **NOT** leave the trash overflowing in the receptacles or spilling out onto the floors.
- C. **ANY** damage to the facility (including artwork), any special cleaning costs or other expense incurred because of the rental will be deducted from Renter's Damage Deposit. Any balance due will be billed to Renter.
- D. Smoking is **NOT** permitted inside the building at any time. Smoking in the outdoor patio-area is permitted; however, Renter is responsible for providing cigarette butt receptacles.
- E. Any alcohol served must remain in the facility and patio areas only.
- F. No alcohol is to be sold in the facility. Open bars only for your guests.
- G. Do not move the pianos. Changing the location of the baby grand pianos requires prior permission from the LWAC staff. Use of the instruments requires a mandatory tuning fee.
- H. Do not move or decorate the permanent art collection or the temporary art exhibited in the gallery.
- I. Candles must be dripleless or LED. No open flame that burns above the rim of the glass candle or tealight holder is permitted. Only battery-operated candles may be used on the aisles or floors.
- J. Nothing may be attached to the walls, doors, columns or trim. No tape, nails, tacks, glue, or staples.
- K. Decorations, equipment, or chairs may not block service doors or emergency exits.
- L. The use of birdseed, sparklers and bubbles is permitted **ONLY** outside for wedding and reception farewells. Rice, confetti, glitter and pyrotechnics is not allowed inside or outside the facility.
- M. LWAC does not assume any responsibility for items left by the caterer, florist, guests or renter. Renter of his/her vendors are responsible for promptly removing all articles brought in during the rental event. The LWAC will not sign for or take responsibility for any deliveries.
- N. LWAC retains the right to refuse any application. LWAC retains the right to ask you or anyone from your party to leave the building and premises for misconduct.

Renter Initials: \_\_\_\_\_ Date: \_\_\_\_\_

# Lake Wales Arts Council, LLC

1099 Highway 60 E Lake Wales, FL 33853 (863) 676-8426 phone

## One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize the LAKE WALES ARTS COUNCIL to make a one-time debit to your credit card listed below. By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only and does not provide authorization for any additional unrelated debits or credits to your account. Completed forms can be mailed to the above address or emailed to [bookkeeper@lw-arts.org](mailto:bookkeeper@lw-arts.org).

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### Please complete the information below:

I, \_\_\_\_\_ authorize the LAKE WALES ARTS COUNCIL to charge my credit card account indicated below for (amount) \_\_\_\_\_ on or after (date) \_\_\_\_\_.

This payment is for rental of \_\_\_\_\_ on the following date(s): \_\_\_\_\_.

Billing address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Account type:    \_\_\_ VISA        \_\_\_ M/C        \_\_\_ DISCOVER        \_\_\_ AmEx

Cardholder Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CVV2/CVC2 (3 digit # on the back of Visa/MC or 4 digit # on front of Am/Ex) \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

I authorize the LAKE WALES ARTS COUNCIL to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above and for the amount indicated above only. It is valid for one-time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company, so long as the transaction corresponds to the terms indicated in this form.