



**Arts Center at the Federal Building**  
**Arts Council of Greenwood County**  
**RENTAL CONTRACT**

**Date of Contract:** \_\_\_\_\_ **Date of EVENT:** \_\_\_\_\_

**Type of Event** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Work:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**How did you hear about our facility?** \_\_\_\_\_

**SCHEDULE of RENTAL FEES**

ITEMS/DESCRIPTION	Begin-*End Time	DATE	DAY	# PEOPLE	RENTAL FEE
Wedding Reception					
Reception Hall					
Gallery					
Conference Room					
Courtyard					
Classroom					
Piano Usage Fee					
** Insurance Fee					
<b>Subtotal</b>					
Security Deposit (25% of Subtotal)					
<b>Total</b>					
Less Deposit with Contract					
<b>BALANCE DUE</b>					

Yes  No Alcohol will be served. If alcohol is being served, Security Personnel is required. The name of your Security person and a contact number MUST be provided.

**ACKNOWLEDGEMENT**

*I agree to the terms for this reservation as outlined in the Arts Council's Guidelines and Policies herewith attached to this Rental Agreement. I furthermore acknowledge the due date for the remaining balance, any stipulations for this reservation, and any additional items covered above in addition to the Arts Council's basic Rental Policies.*

**Responsible Renter (Signature)** \_\_\_\_\_ **Arts Council of Greenwood County (Representative's Signature)** \_\_\_\_\_

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

**After reading ENTIRE agreement, initial at the bottom of this page and return it to the Arts Council. Also, forward to your caterer the page indicated for their requirements and reference.**

\* The Time must not exceed 11:30 pm; The Arts Council must be notified prior to the event if it will exceed that time.

\*\* Insurance Fee will be charged ONLY if no homeowner's certificate is provided. Refer to page 2 for more info on insurance fee.

\_\_\_\_\_  
Renter's Initial



## FACILITY GUIDELINES



**Exhibitions:** It is understood that the space being rented may contain art on display. These works are to be considered a fixed part of the rented space and are not to be moved, altered, or rearranged in any manner.

**Decorations:** Inside decorations will be limited to free standing or tabletop items only. Decorations such as streamers and balloons are only allowed in the classrooms. At no time should there be floating or streaming decorations in the gallery or reception hall walls and/or ceiling; however there are 3 hooks in the reception hall ceiling for hanging baskets.

**Wedding Receptions:** Soap bubbles and rose petals (**except red**) may be used in the courtyard as the bride and groom are departing. Confetti is **NOT** allowed.

**Smoking:** Smoking of any kind is strictly prohibited within the Arts Center or the Arts Center Courtyard.

### **Parking:**

- On weekends (Saturday and Sunday),
  - All spaces in rear of the Arts Center may be used, as well as unlimited time for the front of the building and beside the building on Oregon Avenue. For wedding parties there are three (3) spaces reserved and marked in front of the building. ***It is the responsibility of the renter to make sure that someone from the party removes these barriers at the arrival time of the wedding party.***
- On weekdays,
  - From 9:00 am – 5:00 pm; there is two hour parking in front of the building and next to the building on Oregon Avenue. There are 30 spaces designated for the Arts Center in the parking lot behind the building (spaces 11-21 and 104-122)
- After 5:00 pm; same as weekends.

***Clean up guidelines for the facility are on page 4 with the Caterers guidelines. Please make sure your party understands and follows them.***

### **LIABILITY**

The Renter agrees to assume responsibility for illness or injury resulting from the event (including food poisoning and alcohol consumption) and for loss of property of any guest or other person at the event. The Renter is also responsible for damage or theft to the facility, collections, equipment, and/or materials. The renter assumes liability for the caterer and any damage caused by the caterer or any other contractor.

### **INSURANCE**

***All Renters will be required to sign the HOLD HARMLESS AGREEMENT that is attached at the end of this 4-page contact.*** Renters are advised to check with their current homeowner’s carrier to see if they are covered for the event they are renting the Arts Center for. If they are not, it is strong recommended that the Renter procure insurance coverage for the day and time of the event. This is most often referred to as “Special Events” insurance coverage. ***In addition, an Insurance Certificate from the caterer is MANDATORY and must be provided.*** The renter should ask their insurance agent to provide a Certificate of Insurance; businesses can request that their insurance agent fax a Certificate of Insurance to the Arts Council (fax 864-388-7811) or e-mail to [catherine.artscentergreenwood@gmail.com](mailto:catherine.artscentergreenwood@gmail.com).

### **RESERVATIONS and DEPOSITS**

A Rental Contract form must be completed (including schedule of fees) prior to reserving the facility. To secure a rental date, a deposit of 50% of the rental fee plus 50% of the security deposit must be paid. ***The rental fee, security fee and insurance fee must be PAID IN FULL ONE MONTH prior to the event.*** Failure to pay the fees as charged will result in the cancellation of the event.

### **SECURITY DEPOSIT**

A Security Deposit (equal to **25%** of the rental fee) will be added to the total fees of the scheduled event. The Security Deposit is **100% refundable** ***IF*** the facility is left in the same condition in which it was received, the cleanup guidelines are followed, and the renter does not exceed the agreed upon rental period. Any charges in excess of the security deposit will be billed and become payable immediately upon receipt of the invoice.



## FACILITY GUIDELINES (Continued)



### CANCELLATIONS

If you cancel within the three month period prior to the rental date, the Arts Council reserves the right to retain the rental deposit.

**There is no refund if canceled 30 days or less prior to the event.**

### FINAL PAYMENT

*The remaining balance is required one month in advance of the event. The Invoice/Receipt issued to you you're your deposit indicates the date the final payment is due. Failure to pay this fee by the due date will result in cancellation of the event. You will receive the refundable security deposit back in the mail within two weeks after the event, considering any possible deductions for damages or other fees.*

### SECURITY GUARD

For all evening events (after 5:00 pm) and events serving alcohol, the Renter will be required to hire a Security Guard. This is to protect the Renter and the Arts Council from any damage or theft during the event. Please contact Major Urban Mitchell (City Police Department) at 942-8401 ([urban.mitchell@cityofgreenwood.com](mailto:urban.mitchell@cityofgreenwood.com)), whom can appoint you an off-duty officer. The renter must provide a name of an **approved security guard** with the final payment of rental fees due one month prior to the event.

Most Security professionals have a fee of \$25 per hour. This payment must be paid at the time of the event directly to the security person provided. Security personnel are required to wear a uniform and visible ID badge.

If you should need assistance with a facility issue during the event, please contact our **Building Superintendent, John Lund**. You will be given his business card. Please keep this with you so if you should need assistance during your event, you can easily reach him. He will be in the building and his cell phone number is **344-4959**. He will secure the building at the end of your event.

### RENTER'S ITEMS LEFT on ARTS CENTER PREMISIS

ALL items the Renter brings MUST be picked up from the Arts Center by 5:00 pm on the Monday following a weekend event. Any items left longer than 48 hours after any event will BECOME the PROPERTY of the Arts Center. Also, the Arts Center will NOT be responsible for any items brought prior to the event rental time or left after the ending event rental time. Please NOTE that this also applies to the Florist, Caterer hired by the Renter.



## **FACILITY GUIDELINES (Continued)**



### **CATERER**

**Catering Kitchen Equipment Available for use:** sink, tables, (2) warming ovens, (2) hot plates with (4) eyes total, commercial refrigerator, ice maker with 270 lb capacity

- **Every caterer must have a City of Greenwood Business License** (either one-time event license or an annual license). **A copy of this license must be provided to the Arts Council prior to the event.** To obtain a license, contact Johanna at 864-942-8419 (Room 130 of Greenwood City Hall). Caterers are also subject to the City of Greenwood's 2% hospitality tax. **The Arts Council has a list of caterers in the area.**
- It will be the renter's responsibility to hire caterers and bartenders. Professional caterers are required to provide the Arts Council with a Certificate of Insurance. This can be faxed to (864) 388-7811 or e-mail to [catherine.artscentergreenwood@gmail.com](mailto:catherine.artscentergreenwood@gmail.com). Any questions need to be directed to our Events Director, Catherine Gaither; (864) 388-7800, Tuesday through Friday from 10:00 am – 3:00 pm.
- Caterers will have access to the Arts Center at a time arranged by Arts Council staff. For ease of entry, the Caterer and staff can enter on the side entrance off of Oregon Avenue through the gates. There is also a ramp available for easier loading and unloading there.
- A catering firm supervisor must be present throughout the function to include setup, take down, and cleanup.
- Caterers must exercise caution when bringing supplies into the facility. No objects are to be placed against the walls or art work. No furnishings or objects belonging to or on display at the Arts Center may be moved or used without the specific approval of Arts Council staff.
- No open flames are permitted in the building.
- Alcoholic beverages may be served with prior consent noted on the rental application and during the hours the Arts Center is closed to the public. **The renter and the caterer assume all liability in regard to alcoholic beverages served and consumed during their event.**

### **CLEANUP**

1. All areas used by the caterer or renter, including the kitchen and all its equipment, must be cleaned the day of the event at its conclusion.
2. The **RENTER** is responsible for the replacement or repair of broken or damaged property caused by the renter, caterer, or guests.
3. Kitchen floor must be free of debris. Light mopping may be necessary if food and/or beverage debris are evident. There is a mop and pail in the kitchen closet for this purpose.
4. All other floors used for function must be free of debris.
5. **Please bag all garbage and place in the large trash cans in the kitchen area or remove the trash with you.**
6. The Arts Council will charge the Renter reimbursement costs for damaged furniture, equipment, and/or damages to the Arts Center or its contents. The decisions on repair and/or damages will be determined by the Arts Council Executive Director. The RENTER is obligated to report any damage. Any charges in excess of the security deposit will be billed and become payable immediately upon receipt of the invoice.

**Arts Council of Greenwood County**  
**Arts Center at the Federal Building**  
**120 Main Street - PO Box 3366**  
**Greenwood, SC 29648**  
[catherine.artscentergreenwood@gmail.com](mailto:catherine.artscentergreenwood@gmail.com)  
**Office (864) 388-7800 - Fax (864) 388-7811**  
[www.emeraldtriangle.sc/ArtsCouncil](http://www.emeraldtriangle.sc/ArtsCouncil)

**Our Special Events Director, Catherine Gaither, can be contacted at our Arts Council offices from 10:00 am – 3:00 pm, Tuesday through Friday, or by special appointment for other times.**



**Arts Center at the Federal Building**  
Arts Council of Greenwood County, Inc.

**HOLD HARMLESS AGREEMENT**

*This Hold Harmless and Indemnification Agreement ("Agreement" is entered into by and between Arts Council of Greenwood County, Inc., a non-profit corporation, hereinafter "Arts Council" and*

*(Please circle appropriate entity type: Individual, Partnership, Corporation, Non-Profit ),*

*hereinafter "Renter" on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, in Greenwood, South Carolina.*

**RECITALS**

Arts Council desires to rent to Renter its premises and building located at 120 Main Street in Greenwood, South Carolina, ("Premises"), for an event to be held on \_\_\_\_\_ day of \_\_\_\_\_, 2012, and at other times as mutually agreed upon between the parties. The intent of this Agreement is to indemnify Arts Council from any claims arising from and related to Renter's use and rental of these premises.

**AGREEMENT**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Arts Council and Renter agree as follows:

Renter will indemnify and hold harmless Arts Council from any and all claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to Renter's use and rental of the premises located at 120 Main Street, Greenwood, South Carolina. Renter's actions include the acts of Arts Council's agents and employees.

Art's Council shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event Renter shall indemnify and hold harmless Arts Council for any such claims paid, including Art Council's reasonable attorney's fees incurred resulting from such claim.

In the event any claim or suit is brought against Art Council within the scope of this Agreement, Renter shall pay for legal counsel chosen by Art Council to defend again same.

This Agreement shall encompass any and all claim arising out of or resulting from Renter's use of the Premises, including but not limited to claims resulting from (i) the furnishing of alcoholic beverages, and (ii) valet parking services hired by Renter as independent contractors.

In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending again any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.

This Agreement shall be interpreted under the laws of the state of South Carolina.

**Arts Council of Greenwood County** \_\_\_\_\_

**Arts Center at the Federal Building** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_  
by Arts Council Designated Agent

Title \_\_\_\_\_  
by Renter's Designated Agent



# 2012 RENTAL Facility Options and Prices

## FEE SCHEDULE

### **WEDDING RECEPTION FEES**

*(This rate is for Saturdays and Sundays ONLY!)*

	\$ 1,650.00
Security Deposit	\$ 4.12.00
<b>TOTAL</b>	<b>\$ 2,062.00</b>

Amount due to reserve the date: **\$1,031.00** (half of the Rental fee plus half of the Security Deposit)

Includes use of **reception hall, gallery, entrance foyer, kitchen and courtyard**

- Reception Hall, Courtyard 9:30 am - 11:30 pm
- Gallery, Front foyer 2:00 pm - 11:30 pm

### NIGHTS and WEEKEND RATES

#### **RENTAL RATES: Reception Hall OR Gallery (after 5:00 pm only)**

	<i>Refundable</i>			
	<u>Weekday Rates</u>	<u>Security Deposit</u>	<u>TOTAL</u>	<u>Due for Reserve</u>
• Two Hour Limit	\$ 330.00	\$ 82.00	\$ 412.00	\$ 206.00
• Three Hour Limit	\$ 385.00	\$ 96.00	\$ 481.00	\$ 240.50
• Four Hour Limit	\$ 440.00	\$ 110.00	\$ 550.00	\$ 275.00
• Full Day Event	\$ 550.00	\$ 137.00	\$ 687.00	\$ 343.50
	<u>Weekend Rates</u>	<u>Security Deposit</u>	<u>TOTAL</u>	<u>Due for Reserve</u>
• Three Hour Limit	\$ 600.00	\$ 150.00	\$ 750.00	\$ 375.00
• Four Hour Limit	\$ 700.00	\$ 175.00	\$ 875.00	\$ 437.50
• Full Day Event	\$ 825.00	\$ 206.00	\$ 1,031.00	\$ 515.50

**Courtyard:** Full Day \$250.00, Half Day (4 hours or less) \$125.00 OR with rental of Gallery or Reception hall \$25.00per hour; additional courtyard prices quoted upon request; in case of rain, other areas of rental (in the Arts Center) should be arranged.

**Conference Room:** \$250.00 (for 9:30 am - 5:00 pm) OR \$50 per hour

**Classroom:** \$ 25.00 per hour (9:00 am - 5:00 pm) OR \$ 50 per hour

The Arts Council reserves the right to quote prices for special situations.

### WEEKDAY RATES, Monday through Friday (8:00 am - 5:00 pm)

#### **RENTAL RATES: Reception Hall OR Gallery**

	<i>Refundable</i>			
	<u>Weekday Rates</u>	<u>Security Deposit</u>	<u>TOTAL</u>	<u>Due for Reserve</u>
• Two Hour Limit	\$ 150.00	\$ 37.00	\$ 187.00	\$ 93.50
• Three Hour Limit	\$ 225.00	\$ 56.00	\$ 281.00	\$ 140.50
• Four Hour Limit	\$ 300.00	\$ 75.00	\$ 375.00	\$ 187.50
• Five Hour Limit	\$ 375.00	\$ 93.00	\$ 468.00	\$ 234.00
• Full Day Event	\$ 450.00	\$ 112.00	\$ 562.00	\$ 281.00

Your Reservation will be guaranteed only upon receipt of a signed contract, accompanied by 50% of the fees required. **Your Rental Fee balance is due one month prior to the event.** Events that exceed the reserved time will owe an additional fee. This will be subtracted from the security deposit.



# 2012 RENTAL Additional Facility Information

Fees includes use of tables and chairs, set-up, and kitchen rental.

**Weekends include Friday 5:00 pm to Sunday PM . Access to rooms after 5:00 pm will be at the Oregon Street entrance on the left side of the Arts Center Building. The front door will not be accessible unless the Gallery is being rented.**

## EQUIPMENT AVAILABLE WITH YOUR RENTAL

### Catering Kitchen Equipment

Sink, tables, (2) warming ovens, (2) hotplates with (4) eyes total, commercial refrigerator, ice maker with 270 lb capacity

### Available Furnishings for Reception Hall, Gallery, Courtyard

- (190) Upholstered Chairs
- (15) 60" Round Tables
- (10) 6' Rectangle tables
- Full Drop Viewing Screen ( in Reception Hall)
- Complete audiovisual capabilities: ceiling speakers, four lapel microphones, projector, projector/computer cart (additional \$50 fee)
- Wireless Internet Services are available during meetings upon request
- Large easel is avail be for Wedding Portrait display for Wedding and/or Rehearsals

### Conference room

- (18) Chairs
- (1) Large Conference Table; (4) Rectangle Tables
- Complete audio/visual capabilities
- Full Drop Viewing Screen and Internet Access

### Classroom

- (18) Classroom Chairs
- (5) Rectangular Tables

*The Arts Council does not provide linens, serving ware or any other items not listed above. Please remember that there are additional fees for the use of the Grand Piano (\$100 per event) and audiovisual equipment (\$50 per event).*

## PARKING

∞ **On weekends (Saturday and Sunday):** All spaces in rear of the Arts Center may be used, as well as unlimited time for the front of the building and beside the building on Oregon Avenue. For wedding parties there are 3 spaces reserved and marked in front of the building if requested. *It is the responsibility of the renter to remove these barriers after the arrival of the wedding party.*

∞ **On weekdays:** From 9:00 am - 5:00 pm; there is two hour parking in front of the building and beside the building on Oregon Avenue. There are 30 spaces designated for the Arts Center in the parking lot behind the building (spaces 11-21 and 104-122). After 5:00 pm; parking is the same as for weekends.

*Please contact our Events Coordinator, Catherine Gaither, for a walk-through with your caterer or others involved with your event. She can be reached at our offices from 10:00 am - 3:00 pm, Tuesday through Friday. Her email address is [catherine.artscentergreenwood@gmail.com](mailto:catherine.artscentergreenwood@gmail.com).*

**Arts Center at the Federal Building  
Arts Council of Greenwood County  
120 Main Street  
PO Box 3366  
Greenwood, SC 29648**

**Office (864) 388 – 7800**

**Fax (864) 388 - 7811**

**Please visit our website for more Arts Center information: [www.emeraldtriangle.sc/ArtsCouncil](http://www.emeraldtriangle.sc/ArtsCouncil)**