

**ORANGE COUNTY CENTER FOR CONTEMPORARY ART
VENUE RENTAL USE AGREEMENT
("Agreement")**

This Agreement, entered into this _____ day of _____, 20_____, between the Orange County Center for Contemporary Art, 117 North Sycamore, Santa Ana, California (**OCCCA**) and _____(name), _____(address), (**RENTER**), is for the rental use of OCCCA Gallery space for the purpose and date specified on the Signature Page of this Agreement. Said rental use shall be subject to the Rates and Deposits as set out on Pages 6 and 7 of this Agreement.

Care of Facility. RENTER and RENTER's agents agree to use the utmost care not to damage or abuse any of OCCCA's facilities. RENTER and RENTER's agents shall observe and abide by all policies, rules and regulations set forth in **Exhibit A, OCCCA RENTAL USE POLICIES, RULES AND REGULATIONS**, attached hereto and incorporated herein, and as may be further stipulated by the OCCCA event coordinator and/or on-site facilities manager. No pyrotechnics or open flames are allowed on OCCCA property. OCCCA is open to the public from 12-5pm Thursday through Sunday. All rental use event arrangements, including event setup and take-down, shall be planned so as not to interfere with OCCCA day visitors and their access to exhibits, restrooms, etc. *RENTER is responsible for any and all damages caused by RENTER's agents, vendors and/or guests.*

Damages to Facility. RENTER is responsible for and agrees to pay for any and all damages to the building, equipment, fixtures, furniture, or other property caused by RENTER, RENTER's agents, vendors, performers, employees and/or guests arising from, or related to, RENTER's use of OCCCA's premises for the purpose stated herein. All related repairs shall be made strictly according to OCCCA specifications.

Non-permitted Uses. RENTER agrees OCCCA space shall not be used, or allowed to be used, in violation of law. RENTER agrees to comply with all laws and ordinances, rules and regulations applicable to the premises. RENTER shall be responsible for completing all rental event related permit applications required by the City of Santa Ana or any other applicable jurisdiction. RENTER shall be responsible for submitting rental event related permit copies to OCCCA no less than 21 calendar days prior to the subject event. Said rental permit copies shall be submitted to the attention of: OCCCA RENTAL COORDINATOR. RENTER agrees to hold OCCCA harmless from all claims of disturbance and/or copyright infringement arising out of the subject event including all damages, attorney's fees and court costs, and settlements or compromises made by RENTER. Prior approval by OCCCA RENTAL EVENT COORDINATOR is required for all activities, musical performances, and final guest count.

Waiver of Liability. OCCCA shall not be liable to RENTER, RENTER's agents, performers, event attendees or employees for injuries to their person, or for loss or damage suffered to the personal property of any kind or nature whatsoever belonging to RENTER, RENTER's agents, performers, event attendees or employees while in, on, or upon the premises of OCCCA. RENTER agrees OCCCA shall not be held responsible for lost, broken or damaged rental items required by RENTER or RENTER's contractors in conjunction with the subject event unless said Bodily Injury or Property Damage is caused by any OCCCA agents or members.

Waiver of Employee Status. For purposes of both general liability and workers' compensation liability, RENTER acknowledges and agrees that all persons furnishing services to RENTER pursuant

to this Agreement, including OCCCA volunteers and agents, are not employees of OCCCA. RENTER acknowledges and agrees that all persons furnishing services to RENTER pursuant to this Agreement are solely those of the RENTER and are not employees of OCCCA either permanently or temporarily before, during, or after the term of this Agreement.

Indemnification. RENTER agrees to defend, indemnify and hold OCCCA harmless from and against any and all loss, cost, expense, debts, obligations, claims, demands, suits, actions and proceedings, including but not limited to, damages, judgments, fines, and costs of defense of legal actions, claims or proceedings and appeals there from, and cost of attachment or similar bonds, made, asserted or commenced against OCCCA as a result of or relating to any act or omission or actual or alleged neglect or breach of duty, including any actual or alleged error or misstatement or misleading statement, which RENTER actually or allegedly commits or suffers while acting in its capacity as a RENTER of OCCCA or the above-mentioned event not arising from OCCCA's own negligence or wrongdoing. The rights of OCCCA under this Agreement shall survive termination of RENTER's use of the OCCCA premises or facilities.

Notice of Claims. RENTER shall notify OCCCA of any indemnifiable claims promptly upon receiving notice of such claims, including copies of all documents or information related thereto. If any claims under this Agreement are not settled by RENTER within 30 days after written notice thereof has been received by RENTER, OCCCA, may, at any time thereafter, commence its own defense of such action, or settle the same, and bring suit against RENTER to recover the amount of the claim however it is settled. RENTER shall have the burden in any such suit of proving that OCCCA is not entitled to the requested indemnification.

Liens. RENTER agrees to keep all of the OCCCA premises and every part thereof and the building and other improvements at any time located on the OCCCA premises free and clear of any and all mechanics' liens, materialmen's liens, and other liens for, or arising out of, or in connection with, work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of RENTER, or any obligations of any kind incurred by RENTER. RENTER further agrees to pay promptly and fully and discharge any and all claims on which any such lien may, or could, be based, and to save and hold OCCCA and all of the OCCCA premises and the building and any other improvements on the OCCCA premises free and harmless from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

Liability Insurance. RENTER shall, at RENTER'S own cost and expense, secure and maintain during the entire term of this Agreement and any extended term of this Agreement, public liability, property damage, and products liability insurance, insuring RENTER and RENTER'S employees, contractors, vendors, caterers, performers, event attendees and other agents or representatives against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with RENTER'S occupation and use of OCCCA premises under this Agreement in amounts not less than: (a) For single claim \$1 million for injury to, or death, of one person and, subject to the limitation for the injury or death of one person, of not less than \$1 million for injury to, or death, of two or more persons as a result of anyone accident or incident; (b) \$1 million for property damage single claim; (c) and \$3 million in the aggregate. OCCCA shall be named as an additional insured, the policy shall be so endorsed, and RENTER shall provide OCCCA with a certificate of insurance indicating the endorsement.

Under-insured RENTER. In the event that OCCCA determines, in OCCCA's reasonable judgment, that the limits of the public liability, property damage, or products liability insurance then carried by RENTER are materially less than the amount or type of insurance typically carried by owners or tenants of properties located in the same county in which OCCCA is located, which are similar to and

operated for similar business purposes as OCCCA, OCCCA may elect to require RENTER to increase the amount of specific coverage, change the type of policy carried, or both.

Workers' Compensation Insurance. RENTER shall maintain in effect throughout the term of this Agreement, at RENTER'S sole expense, Workers' Compensation insurance in accordance with the laws of the State of California, and employers' liability insurance with a limit of not less than \$1 million per employee and \$1 million per occurrence for every one of RENTER'S employees and event contractors working at the event not employed by OCCCA.

Insurance Cancellation Clause. Any policy of insurance required under this Agreement shall be written by insurance companies authorized to do business in the State of California. Each policy of insurance procured by RENTER pursuant to this Agreement shall expressly provide that it cannot be canceled for any reason or altered in any manner unless at least 21 days prior written notice has been given to OCCCA by the insurance company issuing the policy in the manner specified in this Agreement for service of notices on OCCCA by RENTER.

Blanket Insurance Policy. In order to satisfy its insurance obligations under this Agreement, RENTER may, at any time during the terms of this Agreement, have in full force and effect a "blanket" policy of insurance insuring the OCCCA premises as well as other property owned or occupied by RENTER, provided the blanket policy does not in any way diminish the amount or coverage of the insurance required under this Agreement, and further provided that the blanket policy otherwise meets all requirements of the Agreement.

OCCCA's Right to Procure Insurance. If, at any time, RENTER fails to procure or maintain the insurance required by this Agreement, OCCCA may obtain said insurance and pay the premiums on it for the benefit of RENTER. Any amounts paid by OCCCA to procure or maintain insurance pursuant to this provision shall be immediately due and repayable to OCCCA by RENTER upon notice of said payment. Failure to repay OCCCA within 10 business days shall be considered the same as a failure to pay rental charges and is a default by RENTER under this Agreement.

Claims Arising out of the Consumption of Alcohol. Any and all claims made against OCCCA as a result of injuries arising out of usage or consumption of alcoholic beverages are the responsibility of the RENTER and the RENTER agrees to defend, indemnify and hold OCCCA harmless from and against any and all loss, cost, expense, debts, obligations, claims, demands, suits, actions, proceedings, including but not limited to damages, judgments, fines, and costs of defense of legal actions, claims or proceedings and appeals there from, and cost of attachment or similar bonds, made, asserted or commenced against OCCCA as a result of or relating to claims arising out of the consumption of alcoholic beverages.

Event Fee. In consideration for rental use of OCCCA gallery space, RENTER agrees to pay OCCCA the deposits and rental fee as detailed on the final page of this Agreement. Said deposits are due at signing of Agreement and rental fee is due ten (10) business days prior to the event. If rental fee is not paid by this deadline, event is subject to cancellation by OCCCA.

Additional Usage Fees. Should Renter wish to use the OCCCA gallery space for longer than the contractual period specified on the final page of this Agreement, Renter may do so for up to a maximum of two (2) additional hours, billed at the rate of \$175 per hour. There is no proration for this additional time, i.e., any amount of time over the agreed upon will be rounded up to the full hour. Such arrangements must be made at least 21 calendar days prior to the event and will be billed to Renter following the event.

Additional Attendant Staff Fees. For events of more than 50 guests, and for each additional 50 guests or portion thereof, an extra OCCCA agent must be included at a charge of \$25 per hour.

Security. OCCCA highly recommends the hiring of a professional security service especially if alcohol is being provided. OCCCA staff are not trained security guards and the police will be called to handle unruly patrons.

Cancellation. The \$500 reservation deposit is non-refundable. In the event of a cancellation by the RENTER, a 50% refund of payments other than the reservation deposit will be issued if cancellation is made in writing at least 60 calendar days prior to event date, and a 20% refund if made at least 30 calendar days prior to event date. Cancellations made less than 30 calendar days prior to event date will not be refunded.

Breach of Contract. Failure to comply with any of this Agreement's regulations, covenants, conditions, or provisions will constitute a material breach of contract and may result in cancellation of the subject event.

Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition, provision, or limitation herein contained shall be valid unless made in writing and duly executed by both parties. Furthermore, no evidence of any modification or waiver shall be offered or received as evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party here under, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

Entire Agreement. This Agreement together with Exhibit A, Rental Use Policies, Fees, and Regulations, attached hereto and incorporated herein, contains the sole and entire agreement between the parties as to the matters contained herein, and does not create an on-going agreement or relationship after the rental period stated herein. The parties acknowledge and agree that neither of them has made any representation with respect to such matters except as are specifically set forth herein and in Exhibit A and each party acknowledges that it has relied on its own judgment in entering into this Agreement.

Choice of Law and Forum. This Agreement and the performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. Any dispute or litigation arising under this Agreement shall be resolved in the Courts of Orange County, California.

Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or when mailed by certified registered mail, return receipt requested, with postage prepaid to the addresses listed herein: their current address or to such other address as they request in writing.

OCCCA
117 North Sycamore
Santa Ana, CA 92701

RENTER:
Street address:
City, State, Zip Code:

Attorneys' Fees. In the event any suit or other legal proceeding is brought by any party, or parties, for the enforcement of any of the provisions of this Agreement, the prevailing party shall be entitled to recover, upon final judgment on the merits, reasonable attorneys' fees (and taxes thereon, if any) incurred in bringing such suit or proceeding.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. A photocopy or facsimile signature of any party hereto shall be considered to have the same binding effect as an original signature.

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RENTAL RATES AND DEPOSITS

Rental rates subject to change without notice prior to receipt of non-refundable event date reservation deposit (see Deposits below)

INDICATE TYPE OF RENTAL

- Charity/non-profit events** 25% of events sales and 5% of door admission fees
Reduced rate considered on a case by case basis
- Three-hour rental** **\$650** For meetings only; in and out in three hours
- Subject to the following deposits:
- Non-refundable event reservation deposit applicable to rental fee
 - Refundable security deposit
 - Cleaning fee
- Six-hour rental** **\$1,800** Six hours start to finish, one day only incl. setup, breakdown, cleanup
- Subject to the following deposits:
- Non-refundable event reservation deposit applicable to rental fee
 - Refundable security deposit
 - Cleaning fee
- Wedding** **\$3,800** Incl. time from 5pm-10pm prior to event day for set-up
- Event ends at 11pm unless otherwise contracted herein
- Incl. time from 7am to noon following event day for breakdown and clean-up
- Subject to the following deposits:
- Non-refundable event reservation deposit applicable to rental fee
 - Refundable security deposit
 - Cleaning fee

**Rental fees are due no later than 10 business days prior to event.
Event subject to cancellation if not paid by this deadline.**

DEPOSITS

Non-refundable "event date reservation" deposit **\$500**
Applied to rental fee

Date "event date reservation deposit" received ___/___/___
Receipt of this deposit guarantees rental rate in the event of a price increase

Refundable security deposit (if Gallery left in original condition) **\$500**
Date security deposit received ___/___/___

Cleaning fee **\$180**
Date cleaning fee received ___/___/___

Optional: Additional usage fee (maximum two hours) @ \$175 per hour
Additional hours _____ \$ _____

Optional: Audio PA @ \$75 per hour
Number of hours _____ \$ _____

TOTAL DEPOSITS: \$ _____

SIGNATURE PAGE

Event date: ____/____/____ (mm/dd/yyyy)

Description of event: _____

Renter's home phone# _____ Renter's cell phone# _____

RENTER'S Name (Printed) _____

RENTER'S Signature _____

Date: _____

OCCCA Representative Name (Printed) _____

OCCCA Representative Signature _____

Date: _____