



## **GRANARY ARTS EVENT AND VENUE RENTAL TERMS AND CONDITIONS**

1. Two types of facility use are permitted:
  - a) Private Events: 1.5 hour minimum for each private facility use including set-up and clean-up.
  - b) Public Events: 1.5 hour minimum for each semi-private facility use including set-up and clean-up.
2. All individuals on GRANARY ARTS property will follow the instructions of GRANARY ARTS staff in obeying all gallery policies.
3. All Agreements are subject to approval by GRANARY ARTS Directors.
4. Rentee assumes the sole responsibility and expense to utilize GRANARY ARTS in full compliance with all applicable federal, state and local statutes, ordinances, and rules and regulations including, but not limited to, licenses, taxes and Fire Marshal regulations. Non-compliance to any rules or regulations or default in the payment of rental fees as required constitutes a material breach and may result in the termination of this Agreement and the forfeiture of the rental. Rentee agrees that violation of any of the terms of this Agreement may be cause for the rental of the GRANARY ARTS to be revoked, without notice, and may result in immediate removal from the premises and forfeiture of the deposit.
5. Ephraim City makes no guarantee or warranty, express or implied, as to the condition of GRANARY ARTS or the ability to use GRANARY ARTS for any certain purpose.
6. If this Agreement is cancelled by the Rentee for any reason, the deposit paid to GRANARY ARTS shall be forfeited or returned as follows: a. Cancelled before 2 weeks prior to event date: the deposit is fully refundable. b. Cancelled less than 2 weeks prior to event date: deposit is partially refundable (50% of the deposit will be refunded). c. Cancelled less than 2 days prior to event date: fully non-refundable. Any forfeited funds constitute liquidated damages for the direct and indirect costs incurred by GRANARY ARTS. Rentee agrees to GRANARY ARTS's retention of the Rental deposit pursuant to the above schedule represents a reasonable estimation of GRANARY ARTS's actual loss and that this provision does not constitute a penalty. If the Rental Agreement is cancelled by the GRANARY ARTS, all funds shall be returned to the Rentee. Rentee agrees that the return of all Rental Fees shall act as sufficient compensation for any damages the Rentee may experience due to GRANARY ARTS's cancellation.
7. GRANARY ARTS and Ephraim City assume no liability for personal injury or property loss (including personal belongings, equipment, or gifts) or damage. The Rentee is solely responsible for any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or in any way associated with the activity. In addition, the Rentee shall defend, hold harmless, and fully indemnify Ephraim City and GRANARY ARTS of any and all such claims, damages, liabilities, costs, and expenses.
8. Rentee shall not cause or permit anything to be done to GRANARY ARTS that shall in any manner deface or alter the facilities. Rentee assumes sole and complete responsibility for any damage to gallery space, including, but not limited to, all equipment, artwork, fixtures, furniture, and all other property within GRANARY ARTS, that is done by Rentee, Rentee's agents, employees, vendors, guests, invitees, or anyone else in GRANARY ARTS associated with the Rentee. Rentee shall pay to GRANARY ARTS upon demand such sum as shall be necessary to restore GRANARY ARTS to its original pre-event condition.



9. If any casualty or unforeseen occurrence renders the fulfillment of this Agreement by GRANARY ARTS impossible or impracticable, including, without limitation thereto, the requisitioning of the facility by the US Government or any instrumentality thereof, labor dispute, acts of God, riots, power failures, fire damage and any other conditions beyond control of the parties, then this Agreement shall be terminated. Rentee hereby waives any claim for damages or compensation from GRANARY ARTS or Ephraim City on account of such termination.

10. Rentee agrees to indemnify and hold harmless GRANARY ARTS and Ephraim City including its elected officials, appointed officials, employees, agents, and volunteers (collectively referred to herein as "Ephraim City") from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Rentee, including its principles, agents, officers, employees, invitees or contractors which occur in or around GRANARY ARTS.

11. Rentee agrees to use and occupy GRANARY ARTS at Rentee's own risk, and hereby releases Ephraim City and the City's elected officials, appointed officials, employees, agents, and volunteers from all claims for any damage, loss or injury to persons, property or profits occurring in or about the Rented Facility, including, but not limited to damages, loss or injury to persons, property or profits resulting from the acts of Rentee, a third party, theft, vandalism, fire and other casualty events or damage.

12. Any action brought to enforce this Agreement shall be filed in Sanpete County, Utah. If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including any appeal.

13. This Agreement shall be governed by and construed in accordance with Utah State Law. If any term or provision of this Agreement is determined to be void or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, as if that void or unenforceable provision was not included.

14. Smoking is prohibited on the premises of and in GRANARY ARTS.

15. If Renter plans to serve alcohol, event must be closed to public, all guests must be over the legal age of 21 and must be on a previously compiled guest list. Alcohol cannot be sold, either directly or through a cover charge and must be free of charge to guests on list (as per Utah state law). Alcoholic drinks and beverages are to remain indoors at all times. Rentee agrees that should any guests or persons be found in violation of this rule, event will terminate immediately, and Rentee shall forfeit all fees and payments.

16. Rentee may not assign any of its rights under this Agreement without the written consent of Ephraim City.

17. Deposit and signed agreement are due 14 days before event date. A deposit is charged to cover any unexpected costs related to property damage, loss and/or clean-up. Following the event, GRANARY ARTS staff shall assess if there is any property damage, loss or needed clean-up related to the Rentee's use of GRANARY ARTS. If there is not property damage, property loss, or clean up, the deposit will be returned to the Rentee. If there is any damage to GRANARY ARTS or needed cleanup, GRANARY ARTS shall ascertain the costs of the damage or to clean-up GRANARY ARTS and use the deposit to cover such costs.



A written itemized accounting of the costs to repair damage or clean-up to GRANARY ARTS shall be provided to the Rentee along with a check for the excess amount or a bill for payment of the deficient amount.

18. Rental deposit fees are due 14 days prior to event date, full payment is due on or before event date.

By initialing each section below I signify that I have read, understand, and accept the Facility Use Terms and Conditions as Rentee. By initialing each section I also accept full responsibility for all those participating in this event and agree that they will abide by the Facility Use Terms and Conditions.

\_\_\_\_\_  
Rentee Name (PRINTED)

\_\_\_\_\_  
Rentee Signature

\_\_\_\_\_  
Date

#### **FACILITY USE POLICY SECURITY OF ARTWORK**

[ \_\_\_\_ ] 1. Works of art, including frames and pedestals, are not to be touched, moved, or have items placed on them for any reason.

[ \_\_\_\_ ] 2. All guests must maintain a 1~2 foot distance from gallery walls and artwork.

[ \_\_\_\_ ] 3. Rentee shall provide sufficient, competent adult (at least 21 years of age) supervision of children and individuals at all times while on property.

[ \_\_\_\_ ] 4. Granary Arts reserves the right to display any artwork, including undraped figures, in any location that it sees fit.

[ \_\_\_\_ ] 5. Only service animals are permitted within Granary Arts.

#### **PHOTOGRAPHY**

[ \_\_\_\_ ] 1. Photographs of artwork may not be sold, exploited, reproduced, published, or transferred.

Sharing photographs of artwork on social media is allowable with applicable acknowledgment and credit to artists.

[ \_\_\_\_ ] 2. Rentee gives permission to Granary Arts to photograph during the event for marketing purposes.

#### **SET-UP AND CLEAN UP**

[ \_\_\_\_ ] 1. Number of guests may not exceed room capacity (200 / Main Gallery, 100 / Upper Gallery).

[ \_\_\_\_ ] 2. Granary Arts property (artworks) will only be moved by Granary Arts staff.

[ \_\_\_\_ ] 4. Set-up in the galleries will begin at event usage start time.

[ \_\_\_\_ ] 5. The Rentee is responsible for setting up and taking down personal equipment and decorations.

[ \_\_\_\_ ] 6. Rentee is responsible for the removal of all event generated waste and garbage.