

BUILDING USAGE AGREEMENT

The Northport Arts Association is delighted to host your art or cultural event. The Village Arts Building is available from the generosity of donors and foundation grants that support the mission of the NAA: *"To foster and promote all artistic expression throughout the community."*

Please review the following contract, then sign and return to PO Box 262, Northport, MI 49670.

The following contract is between the Northport Arts Association (NAA), and the Event Organizer.

Event Organizer: _____

Event Title and Description:

Event Date(s) & Hours:

DATE(S): _____

HOURS:

Estimated number of attendees: _____

For use of the venue, NAA Village Arts Building, the general terms and conditions for your event are outlined below. *Please read each section thoroughly, and initial/date where indicated.*

1. Usage Options (*Event Organizer will manage their own transactions. If support is needed please refer to Available Services).:

7 Day PACKAGE

NAA Member: \$950 (includes a \$150 non-refundable reservation deposit that is paid at the time of reservation).

Not an NAA Member: \$1150 (includes a \$150 non-refundable reservation deposit that is paid at the time of reservation).

A refundable cleaning and security deposit of \$150 is required at the time of reservation. Reference section #8.

WEEKEND PACKAGE - Friday 8am through Sunday 10pm

NAA Member: \$450 (includes a \$100 non-refundable reservation that is paid at the time of reservation).

Not an NAA Member: \$750 (includes a \$100 non-refundable reservation that is paid at the time of reservation).

ONE DAY RATE – Any available day of the week, 8am-10pm

NAA Member: \$150 (includes a \$50 non-refundable reservation that is paid at the time of reservation).

Not an NAA Member: \$250 (includes a \$50 non-refundable reservation donation that is paid at the time of reservation).

Not for profit organizations and fundraiser benefits for community causes are extended the member rates as a courtesy.

*Available Service if Needed

Please select the following available service if needed for an additional donation:

___ NAA Sales & Administration Services, \$25 per hour (after hours add time and a half). NAA will manage and process sales via credit cards, cash or check. Then remit to your organization an accounting with a payment for proceeds, minus 30% of the net sales, within 10 business days. NAA withholds and pays the sales tax.

2. Number of attendees: Maximum capacity will be determined by State mandates at the time of the event. Indoor building capacity is 160, without tables. Inclement weather may eliminate the use of the outdoor patio.

3. Payment

Accepted forms of payment are credit card, check, money order, or cash. A **3.1%** service charge will be added for payment via credit card, and a **1.5%** charge will be added for use of a bank transfer.

All checks should be made payable to: Northport Arts Association. Deposit amount is based on option selected.

Final payment is due 30 days prior to the event. If an agreement is formed within 30 days prior to the event, the full amount is due at time of signing this agreement.

4. Cancellation Policy

Should you cancel with us: The event organizer acknowledges that all deposits will be forfeited should the event organizer cancel the event. Notice of event cancellation must be received, in writing, by the NAA at least 30 days in advance of the event. **If final payment isn't received on or before the deadline the event is considered canceled.**

Should the Northport Arts Association, Northport Arts Association (NAA) cancel with you: If, for reasons beyond our control, the NAA is unable to provide the venue at

the agreed upon date(s) and time(s), all monies, including deposits, will be refunded in full to the event organizer within 30 days of NAA's notice of cancellation.

If authorities cause a cancellation before your event, your deposit will be returned. If authorities cause a cancellation during your event for any reason, there will be no refund for time lost.

5. Indemnity

Event organizer agrees to hold harmless the Northport Arts Association, and its partners, officers, employees and any person(s) who control the NAA (collectively the indemnified parties) from any and all liability for injuries or damage to property from any cause occurring on the premises before, during, and after the event.

Event organizer agrees to purchase in its own name, and at its sole expense, for protection of the event organizer and the NAA, adequate property and casualty insurance, and keep such insurance in effect through the date of the event. Event organizers agree to provide a copy of the current insurance policy with final payment 30 days prior to the event.

initials: _____ date: _____

Event organizer will be solely responsible for the conduct of its guests and any contractors hired by the event organizer. The event organizer hereby agrees to indemnify, defend, and hold harmless, The NAA and its partners, officers, employees and any person(s) who control the NAA (collectively the indemnified parties), from and against any and all loss, liability, damage, claim or expense (including the reasonable cost of investigation and attorney's fees) that Indemnified Parties may incur insofar as any such loss, liability, damage, claim, or expense which is related to, or arises from, either directly or indirectly, to the conduct of the event.

initials: _____ date: _____

6. Executive Mandates & Orders

The NAA will always follow current recommendations of the Center for Disease Control (CDC) or the Michigan Governor's executive order regarding maximum capacities, social distancing, and use of personal protective equipment (PPE). Event organizer will be responsible for providing required PPE during the event.

7. Alcohol Licensing

No alcohol is permitted on the premises beyond pre-approved official Non-Profit licensed events. If you are a licensed non-profit organization, and would like to serve alcohol, you are required to obtain the requisite license and/or permits.

8. Food and Kitchen Use

Food brought into the facility must be properly stored, disposed of and cleaned up on the day of the event only.

Limited space is available in the refrigerator for the day of your event only.

All plates, cups, utensils, storage containers, and equipment must be provided by the event organizer, and all remaining non-perishable items can either be donated to the NAA or removed.

The kitchen will be clean and ready prior to the event, and must be cleaned after the event by the event organizer.

All trash must be removed from the premises immediately following your event. Please note that you/your organization will be charged a clean up fee of \$150 (or your deposit will be forfeited if the facility is not returned to it's original state.

9. Set Up, Event Time, and Take Down

The usage donation for the NAA includes a predetermined set up time, event time, and take down/clean up time. Timing must align within the rental period defined in Section 1, Usage Donation.

NOTE: Please be on time for your set up and take down orientation as a courtesy to the volunteers who will be meeting you at the building to let you in and lock up.

Set up date/appointment: _____

Day of event timeline: _____

Take down/cleanup appointment: _____

Initials: _____ Date: _____

10. Northport Arts Association Facility Use, Care and Cleanup Policies & Procedures

The following steps need to be followed when renting/using our facility.

- The equipment and furniture in the Village Arts Building are for use in the building only.
- No equipment or furniture is to leave the premises, including the patio, of the Village Arts Building for any reason at any time.
- As a member, you may use the audio/visual equipment with the Building Usage Agreement. However, a request in writing must be presented at least thirty (30) days prior to the date of the use of the building. There is be a separate security deposit of \$100 for all A/V equipment and you are liable for replacement of any and all equipment if damaged.
- NO NAILS, SCREWS, TAPE, ADHESIVES or COMMAND STRIPS MAY BE USED ON THE GALLERY WALLS, DOORS or DISPLAY PANELS. You may use our hanging components only where the picture rail is installed. You are NOT allowed to trim/cut any hanging system nylon lines. Please return all hanging components to the designated

bin. The event organizer will be financially responsible for replacing components to our hanging system if they render them unusable.

- The office will be locked. Laptop, printer and square terminal are for office use only and not available beyond NAA usage.
- When using the building you are required to sweep and return tables, chairs, display panels to the storage area.
- Empty the garbage containers and remove all garbage you accumulate from the premises. If you are using the kitchen make sure all coffee and tea pots are emptied, rinsed and unplugged. Clean countertops and sinks
- Remove all food items from the counters and refrigerator. Wash and dry all utensils, plates and platters and put away.
- Bathrooms are expected to be left in good condition. No beverage containers, foods, paper products on the floor or other messes are to be left. Turn off the lights.
- Make sure doors are securely locked when leaving the premises.

initials: _____ date: _____

1. Miscellaneous

The NAA is a No Smoking facility.

No open flames are permitted on the property. No smoking or vaping is allowed inside or within fifty (50) feet of the facility. **The event organizer shall be solely responsible for the conduct of its guests and any contractors hired by the event organizer.**

By signing this document, I, *(print name)* _______ the event organizer, hereby acknowledge that I have read, understand, and agree to all the policies and procedures herein.

Signature:	
Printed Name:	
Date:	
Email:	Phone:
Mailing Address:	
Signature of NAA Officer:	

REQUEST FORM: Please check and initial your requests. NAA needs to initial as well.

	Requests	NAA Acknowledgement
Package Rate		
Services		
Security Deposit		
AV Deposit		
Agreement Deposit, Reservation Donation		
Final Payment		