

LowellArts Facility Rental Information

With a beautiful gallery and education center, LowellArts welcomes the use of its building by community members, businesses, groups, and educators interested in hosting a gathering, meeting, performance, event, or class. LowellArts offers a unique, cultural setting for your event, featuring rotating gallery exhibitions in a recently renovated urban setting.

The first floor of LowellArts is handicap accessible and parking is available behind the building. LowellArts is located in the heart of downtown Lowell on historic Main Street and is situated in the midst of many shops and restaurants. Stop by for a visit and check out the space!

All revenues generated from rentals are used to support the LowellArts mission *to connect artists and audiences through the visual and performing arts.*

FACILITY DESCRIPTIONS

The facility for this agreement is defined as:

- **Entire First Floor** – Education Center and Gallery / Performance Space plus the rear entrance foyer, hallway, and restrooms.
- **Education Center / Meeting Room** – Education Center space plus the rear entrance foyer, hallway, and restrooms. Entrance foyer, hallway, and restrooms are shared with other users of the facility. This room also includes a refrigerator, microwave, dishwasher, and two sinks. Rental rates include existing tables and chairs located in the Education Center that may not be used in the Gallery.
- **Gallery / Performance Space:** 57' x 46' / Seats 80
- **Education Center / Meeting Room:** 30' x 20' / Seats 20 at tables

NO LIABILITY – INDEMNIFICATION

The Renter agrees that LowellArts and its employees, volunteers, board members, or LowellArts members, shall not be liable to the Renter, its employees, or guests, for any personal injury, property damage, loss of life or property arising out of the Renter's use of LowellArts. The Renter further agrees to indemnify and hold LowellArts and its employees, volunteers, board members, or LowellArts members, harmless against any and all claims, causes of action, judgements, damage, expense, costs, including but not limited to attorney fees or collection proceedings, arising from or relating to the Renter's use of LowellArts, including the acts or omissions of the Renter, its employees, or guests.

Serving Alcohol – Although LowellArts does not hold a liquor license, the Renter may serve adult beverage as long as there is no cost for the beverages or ticket cost to attend the event. LowellArts is not liable for any service of alcoholic beverages.

Proof of Insurance – The Renter will provide proof of liability insurance as outline in the Policies and Rental Rules.

Deposit – The rental is secured with a returned signed contract and a non-refundable deposit of 50% of the total rental fee. The balance for the rental will be due 14 days prior to the event.

Damages – A refundable damage deposit of \$100 (Education Center / Meeting Room) or \$200 (First Floor) is required. LowellArts has 30 days to return the damage deposit fee if the facility is deemed to have been left in satisfactory condition as written in the Rental Rules and Guidelines. The deposit fee is returned in full only if no payment is needed for repairs, etc. due to damage accrued at the event. The Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue.

Collection – In the event that the Renter fails to pay the balance due for facility repairs within 30 days of the event, interest shall accrue upon the balance at the rate of 10% per year, accrued daily, until it is paid. The Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

RENTAL AVAILABILITY

Rental fees include set-up and tear-down provided by the Renter.

If Renter requires assistance with set-up and tear-down please contact LowellArts for a quote to provide this service.

Rental fees do not include tables, chairs, linens and tableware for events in the Gallery / Performance Space. Rental for these are available through LowellArts.

Entire First Floor (Gallery and Education Center)

Sunday and Monday anytime until 11:59pm

Tuesday – Friday from 6:00pm – 11:59pm

Saturday from 5:00pm – 11:59pm

Rental for a minimum of 4 hours

Rental rate quoted includes a LowellArts Host / Security Personnel

(LowellArts Members receive 10% off)

Education Center / Meeting Room

Available anytime until 11:59pm

Rental rate quoted includes keycard access to the building

(LowellArts Members receive 10% off)

Additional Rental Options (fees available upon request):

- Tables
- Chairs
- Linens
- Tableware (rinsed at the end of the event. LowellArts will wash them in the dishwasher)
- Projector
- Stage Lighting
- Sound System with Mic
- Audio and Sound Technician

LowellArts Policies & Rental Rules

PROOF OF LIABILITY INSURANCE

Renter must provide a certificate for one million dollars (\$1,000,000) worth of liability insurance to cover any injury, death, loss or damages caused by the negligence of renter for the duration of the rental agreement. This certificate must list as additional insured: LowellArts, 223 West Main Street, Lowell, MI 49331, and must be secured 10 days prior to the start date of the rental agreement. Accepted documents include:

- **Individuals or businesses** – Copy of declarations pages from homeowners'/businesses insurance policy
- **Nonprofits** – Copy of declaration pages or ACORD certificate of insurance from businesses insurance policy
- **Informal group** – Copy of declaration pages of homeowners' policy from contact person/group member

The renter agrees to assume responsibility for and release LowellArts from any injury or death to, or loss or damage of LowellArts objects or property by persons attending the event.

DATE AND RENTAL TIME

Your event date is secured with a returned signed contract and non-refundable deposit of 50% of the total rental fee. The balance is due 14 days prior to the event date. We will hold your event date 10 days before the contract is signed.

FACILITY RESPONSIBILITIES

LowellArts will provide a space that is clean and free of obstruction. Exception: the current gallery exhibition must remain as displayed. Restrooms will be cleaned and stocked prior to event with restocking supplies available.

RENTER RESPONSIBILITIES

The renter agrees to:

- Keep all areas of the space rented clean and the passageways clear and accessible to persons with special needs.
- Obtain any necessary personnel or volunteers for the event including setup and teardown of tables and chairs provided by LowellArts.
- Designate one person to oversee the entire event, from setup through cleanup, and that person must be onsite during those times as well as during the event.
- Take responsibility for the removal of all items brought into the facility including décor, rentals, food, beverage and supplies brought in by anyone associated with the rental (including vendors).
- Take responsibility for removal of trash at the end of the event, including trash from vendors.

VENDORS / CATERERS / EVENT PLANNERS

The renter is responsible for the abiding by the following rules, and agrees to fully communicate these rules to any vendor, caterer, or event planner hired by the renter. The renter agrees to:

- Bring all necessary supplies such as trash bags, can openers, foil, pots and pans, towels, detergents, knives, extension cords, and other needed supplies.
- Supervise all service personnel and materials brought into the facility
- Collect dishes, trash, etc. during an event to avoid unsightly pile-up. Immediately reporting all major spills to the LowellArts personnel on duty (if present). Removing all trash at the end of the event.
- Cleaning the kitchen and/or other preparation / serving areas to bring them to their original condition. This includes sinks, counter tops and floors.
- All catering equipment must be removed at the end of the event unless prior arrangements have been made.

LowellArts is not responsible for any lost or stolen equipment belonging to the caterer or renter. LowellArts reserves the right to refuse the use of any caterer based on past performances.

ALCOHOL

Although LowellArts does not hold a liquor license, you may serve adult beverages at your event as long as there is no cost for the beverages or ticket cost for the event. LowellArts is not liable for any service of alcoholic beverages.

Renters are responsible for obtaining any necessary personnel or service, such as licensed bartenders or wait staff. Renter must comply with all local, state, and federal laws regarding the use of alcoholic beverages. Renter must obtain alcohol licenses or permits, if required.

Bartenders must be at least 21 years of age. If minors are involved, alcoholic drinks cannot be served to them and nonalcoholic drinks must be served.

Alcohol service must stop at least 30 minutes prior to the end of event. LowellArts reserves the right to discontinue beverage service if LowellArts personnel find it necessary to safeguard LowellArts and the renter's guests.

SMOKING

Smoking of any type is not permitted anywhere in the building.

MUSIC/ SOUND SYSTEM

Excessively loud music is not permitted at LowellArts. All sound systems must be approved in advance by LowellArts. Bands or DJs may be asked to lower the volume or shut down. This authority supersedes any contract between renter and Band or DJ. All noise is subject to the City of Lowell's noise restriction regulations. Check with the City Office for more information.

SET-UP/TEARDOWN

The LowellArts staff is not responsible for the setup or takedown of tables, chairs, or any equipment used by or brought in by or for the renter. If assistance is required LowellArts will help to provide personnel for an additional charge.

LowellArts is not responsible for any damage or loss to equipment before, during, or after the event. Set up and breakdown must be done within rental time frame. Renter agrees to properly clean all floors and surfaces used during rental. Renter agrees to properly dispose of all food, trash and garbage at the close of each rental day.

DECORATING/CLEANING

All decorations must be temporary and must be installed directly before and removed directly after the event. Nothing may be hung, taped, glued, nailed or otherwise affixed on the walls or trim without prior consent. Artwork (including movable wall units) may be moved ONLY by LowellArts management staff

Decorations cannot cover or be attached to any art on exhibit or any part of the track lighting system. Decorations may not cover or block any doorways within or exits from any space. Do not attach any decorations to tables or elsewhere in any space with anything other than scotch, masking, or painter's tape. DO NOT use duct tape for decorating purposes.

Glitter, confetti, rice, balloons, and stickers are not permitted in LowellArts. Pyrotechnics are not permitted in the building or on the grounds of LowellArts. Flying objects (helium balloons, drones, etc.) are not permitted within the facility. The use of candles is prohibited, battery-operated candles are allowed.

FLORIST

The renter is fully responsible for communicating the following rules to the selected florist:

- Floral arrangements must be clean and treated for pests.
- Florist must supply all necessary equipment and accessories relating to flowers, plants, props, etc.
- Plants must be in containers that protect the floors.
- LowellArts is not responsible for any lost or stolen equipment or any property belonging to the florist or renter. All deliveries and set-ups must be arranged in advance.

SIGNAGE

Directional signage for your event and/or a greeter is recommended. Signage must be free standing and may not be affixed to walls, windows or doors. No signs may be placed on the grounds or on the exterior of building without advance approval. Requests for outdoor signage may be directed to the LowellArts staff.

LowellArts will not advertise or assist in marketing for an event unless exceptions are made through the LowellArts staff. Event marketing materials created by the group must not include the LowellArts logo or infer that it is endorsed by LowellArts unless prior permission given.

PARTISAN GROUPS AND/OR FUNDRAISERS

According to IRS guidelines, LowellArts, a section 501(c)(3) organization, must absolutely refrain from participating in the political campaigns of candidates for local, state, or federal office. Fundraising for and/or fundraising events for entities other than LowellArts are not allowed.

FACILITY ACCESS AND SECURITY

Renter and any third-party or associated personnel must respect the security procedures in order to protect LowellArts property and exhibits and must follow any security-related requests made by the LowellArts staff. Renter is solely responsible for loss or damages to property belonging to those attending the event.

The renter agrees to assume responsibility for theft or damage to LowellArts and its property and exhibits caused by anyone attending or present on the premises as a result of the event. Deliveries for the event should use the north entrance off the rear parking lot behind LowellArts. Renter is not to use any of the building's spaces other than those specified in rental agreement.

PROMOTION, MEDIA AND COPYRIGHT

LowellArts will not promote your event unless prior agreement is made. Event marketing materials created by the renter (fliers, posters, press releases, etc.) must not include the LowellArts logo without express permission from LowellArts Management Staff. Materials must not infer that event is endorsed by the LowellArts. Use of the LowellArts name is restricted to location information only (i.e. Location: LowellArts, 223 West Main Street).

Media coverage of any event must be approved by the LowellArts staff prior to the event and adhere to the following:

- Renter will assign a designated individual to accommodate media. Designated individual will escort members of the media at all times while on site.
- Media are permitted in the public areas of the LowellArts only (other access available with LowellArts approval).

Any works of art from collections or exhibitions at the LowellArts may not be directly duplicated by any means, including photography and videography. Photography and videotaping are permitted within the building unless reproduction is strictly prohibited by contractual clause regarding artwork, which the LowellArts must uphold. Special circumstances require express permission of the LowellArts staff.

LowellArts is a non-profit organization that rents to a wide variety of individuals and private, public and other non-profit organizations for private events. We do not endorse the products, services, religions, or political points-of-view of any of these groups. We reserve the right to exclude any rental deemed to be a risk to LowellArts property or interests.