



Date of Application _____

**BERKELEY ART CENTER
FACILITY USE APPLICATION**

Name of applicant or organization: _____

Organizational Non-Profit Partner with Benefits

Individual Artists or Groups \$300

Private and/or For-Profit Users \$600

Circle One: PUBLIC PRIVATE

Entrance Fee _____

Alcohol Served? Y N

Contact person

Telephone

Address/City/Zip

Email

Event date requested

Hours (4 hour minimum)

Facilities requested

Equipment requested

Description of Event/Program (attach any promotional samples)

Begin Time
(includes set-up)

End Time
(includes clean-up)

Estimated number of guests

Base Facility Rental Fee \$ _____

\$100 per hour for time over 4 hours. Number of hours: _____ X \$100 = \$ _____

Gallery Attendant Fee \$25/hour \$ _____

TOTAL facility rental fee \$ _____

My signature verifies that I have thoroughly read and understand and accept the terms and conditions as outlined in the **Berkeley Art Center Rental Terms of Agreement and Facility Use Application.**

Client signature _____

Date _____

APPROVED:

Executive Director Date

Board of Director Date

**BERKELEY ART CENTER
RENTAL
TERMS OF AGREEMENT**

I. Use of Gallery Space:

- A. A member of the Art Center staff shall be present in the Art Center for all events scheduled. An attendant fee of \$25 per hour will be charged in addition to facility rental fees.
- B. Applicant organization or individual shall be responsible for all damage to the property except the wear occasioned by reasonable and careful use of the facility. User shall be responsible for seeing that guests refrain from touching or leaning against artwork in gallery. This includes notifying persons at the event to be careful and respectful. Client shall be responsible for costs to repair any damage to the premises occurring as a result of acts or omissions of Client or Client's guests, damages are payable immediately upon receipt of invoice.
- C. All outside parties using the Art Center facility, both public and private, must carry their own liability insurance for any incidents arising from their use of the facility. BAC can provide information about special event liability insurance.
- D. Decorations: Only table decorations are allowed in the gallery. No other decorations allowed inside the facility. Client may set up decorations on the back outside patio and/or outside the front entrance of the facility.
- E. Smoking and/or lighting of any substance, including candles, are not allowed in the gallery.
- F. Red wine is prohibited in the gallery.
- G. The Art Center Executive Director shall be notified of proposed set-up no later than five (5) working days prior to the scheduled event.
- H. User shall remove rental equipment or personal property no later than 24 hours after the end of the event, or by agreement.
- I. Berkeley Art Center provides (2) 8 foot and (2) 6 foot tables and (90) chairs included in the basic fee. Additional equipment procured from the City of Berkeley or private vendors must be paid for by user and coordinated with BAC staff.
- J. Client shall ensure fire exits remain free from obstruction at all times.
- K. Rehearsal times cannot be guaranteed and are permitted by the discretion of the BAC and charged at an additional rate of \$100 per hour.
- L. Client shall have access to restroom facilities.
- M. All tables must be at least 24" from freestanding art and gallery walls. Gallery staff reserve the right to alter the table arrangement at any time. Artwork is to be moved by staff members only. An art-handling fee may be charged for major changes in exhibition layout.

II. Deposit

- A. 50% deposit is necessary to secure gallery use for client's program/event. (25% of gallery use fee is non-refundable). Balance payable before date of event/program.
- B. A \$100 refundable security deposit/ cleaning fee is required at the signing of this contract.

III. Maintenance:

The space must be restored to the condition it was in upon arrival. Security deposit shall be refunded in full, provided that premises are left in the same condition as at the beginning of use, and premises are vacated at the agreed-upon time.

IV. Cancellation:

Cancellation by the client releases Berkeley Art Center from further obligation. In the event of cancellation by Berkeley Art Center, the full deposit shall be returned to the client.

PROCEDURES GOVERNING POLICY FOR USE OF BERKELEY ART CENTER FACILITY BY OUTSIDE PARTIES

A. The facilities of the Berkeley Art Center is available for use by outside parties with prior approval of the Berkeley Art Center Board of Directors or its Executive Committee. Requests for use should be submitted in writing to the Director of the Art Center at least two weeks prior to the date approval is needed. Exceptions to this must be jointly agreed upon by the Board and the Executive Director.

B. Criteria for use reviewed by the Berkeley Art Center Board in making approval for outside purposes includes:

- 1) Date requested does not conflict with scheduled use of the gallery by the Art Center for its cultural programs. Potential conflicts may include, but are not limited to the following:
 - a. dates when the gallery is closed to the public due to installation and construction of exhibitions
 - b. time when the gallery is open to the public and cannot be restricted for private parties, (Wednesday-Sunday, 12:00 p.m. to 5:00 p.m.)
- 2) Type of use proposed does not conflict or compete with the purposes of the Art Center's own programming or fundraising activities.
- 3) Type of use requested can be accommodated by the Art Center's limited physical capabilities and gallery set-up at the time of use. (For example, the Center does not have a kitchen or extensive dressing room space. Events requiring elaborate staging or decoration with potential for endangering or disrupting existing exhibitions of artwork must also be discouraged.)

This policy has been adopted by the board of directors of Berkeley Art Center on 4/12/2010