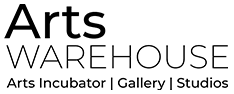
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313 NE 3rd Street

Delray Beach, FL 33444

Sample Agreement

**APPLICATION AND FACILITIES USE AGREEMENT**

**MISSION**

The Arts Warehouse mission is to foster a vibrant arts community to create a sustainable downtown and encourage economic growth, thus improving the attractiveness and quality of life for the benefit of the CRA District and the City of Delray Beach as a whole. To serve as an arts incubator that integrates emerging artist with industry specialists to encourage professional development, creativity, diversity, innovation and inspiration.

**FACILITIES & EQUIPMENT**

The Arts Warehouse is owned and operated by the Delray Beach Community Redevelopment Agency (CRA). The Arts Warehouse holds events that foster the mission of the Arts Warehouse. In addition, the facility is available for rent for private events, including performances, weddings and other celebratory functions. Rental of the Arts Warehouse for meetings, seminars and other educational activities is available, provided such activities are consistent with the mission. Please note that the Arts Warehouse is a limited public forum, and as such, the general public does not have full access to all rooms within the facility; only the common areas and gallery space.

The Arts Warehouse interior facilities include mixed-use areas, private offices, artist studios, education spaces, open gallery areas, warming kitchen and restrooms. Limited parking is available at the Arts Warehouse and in the CRA parking lot down the Artist Alley behind Bedner’s.

**ROOM SPACE (CAPACITY FOR ALL SPACES IS APPROXIMATE; PENDING ROOM ARRANGEMENT AND EXHIBITION)**

Gallery Area

Capacity standing: Up to 150 pending exhibit set up

Capacity sit-down Up to 50 pending exhibit set up

*Limited occupancy due to exhibits; exhibits cannot be change/moved/removed*

Dry Classroom

Capacity: reception 20

Capacity: class 10

Capacity: sit-down or lecture 20

*Limited tables/chairs/stools are in space*

*Dry Erase board*

Wet Classroom

Capacity: reception 20

Capacity: class 10

Capacity: sit-down or lecture 20

*Limited tables/chairs/stools are in space*

*Limited easels available*

*Dry Erase board & Tub sink*

Business Space

Capacity: 12

*Conference style table and chairs*

*Dry Erase board & Projection Screen*

Large Mixed-Use Space

Capacity: reception up to 250

Capacity: class up to 250

Capacity: lecture up to 250

Capacity: standing up to 275

Warming Kitchen

Includes: Prep space, two door refrigerator, ice machine, small sink

*Kitchen is free of charge when renting Large Mixed-Use Space.*

Approved event activities, including ticket sales, registration table or other activities are restricted to the spaces rented.

**RENTAL EQUIPMENT**

Along with the rental of the Arts Warehouse facilities, the following equipment is available for additional rental fees:

Banquet chairs 250 white chairs

6 ft. banquet tables 10

6 ft. banquet round 21

See Rental Fees for more information

All activities associated with the event, including decorating, set-up, breakdown, serving, food preparation, clean-up, are the sole responsibility of the applicant.

**FACILITY RENTAL HOURS**

Arts Warehouse is available for rent during specified periods of time throughout the year. Arts Warehouse is pre-reserved each year for events produced by the CRA or the Arts Warehouse. Please check with Arts Warehouse onsite staff for general availability. Use of Arts Warehouse is limited to two times per month, unless the event receives the prior written approval of Arts Warehouse as a qualified recurring event. Availability is subject to change at the discretion of the CRA. All events will begin and end at specified times according to this Application and Facilities Use Agreement (the Agreement). The applicant will be responsible to ensure that the event ends on time. Additional fees will be assessed for failure to vacate the facility within the scheduled time.

Viewing the Arts Warehouse facilities is by appointment only by calling 561-330-9614 or by emailing info artswarehouse@mydelraybeach.com

Office Hours: Monday-Friday 9:00 am to 5:00 pm

Saturday 10:00 am to 3:00 pm

The Arts Warehouse is closed on holidays and is not available for rental without prior written approval of the Arts Warehouse.

**FACILITY USAGE GUIDELINES**

* Applicants must be 21 years of age.
* Applications are approved on a first-come, first-served basis; availability is always subject to CRA and Arts Warehouse events; priority is also given to events that promote the Arts Warehouse’s mission.
* Delray Beach residents and non-profit organizations may rent the Arts Warehouse for private functions; proof of residency or not-for-profit status is required. A non-profit organization is defined as a qualified 501(c)(3) corporation.
* Non-residents and for-profit businesses may rent the Arts Warehouse at the non-residential rental rates; non-resident functions are subject to availability after CRA, Arts Warehouse and resident/not-for-profit functions are considered.
* A completed application may be delivered to the Arts Warehouse or emailed to brownji@mydelraybeach.com
* A meeting may be required prior to approval to discuss the reservation request.

**APPLICATION FEE**:

A fifty dollar ($50.00) non-refundable application fee is required at the time of application submittal.

**SECURITY DEPOSIT FEE**:

A security deposit in the amount of five hundred dollars ($500.00) shall be required. The security deposit must be paid not less than thirty (30) days prior to the date of the event. The security deposit shall secure the applicant’s obligation to repair any damage to Arts Warehouse or CRA property. The applicant is responsible to leave the Arts Warehouse and all CRA property in its original condition prior to the event. Any costs to the CRA for clean-up or repair of damage caused by the event will be deducted from the security deposit. Any remaining security deposit will be refunded thirty (30) days after the event.

A pre-event and post-event walkthrough will be conducted by CRA Arts Warehouse onsite staff with the applicant. The cost of any and all damage to the premises or the equipment and rules violations will be deducted from the security deposit. Examples of damage and/or rules violations that will result in deduction from the security deposit include: floor stains; stains on walls; broken or missing furniture and/or equipment; defacement of any part of the interior or exterior of the building; damage created by improper use of equipment or non-compliance of facility rules; unauthorized use of the kitchen or other spaces at the Arts Warehouse; unauthorized extension of event hours; improper storage of equipment; failure to properly clean the kitchen and other facilities used for the event.

**RENTAL FEE DEPOSIT**:

Fifty percent (50%) of the rental fee is due upon approval of this application. The deposit must be received no later than three (3) days after approval of the application for the event to be placed on the Arts Warehouse calendar. The rental fee includes the facility rental and all fees for additional services such as equipment rentals, onsite staffing assistance, etc.

**FULL PAYMENT**:

The fifty percent (50%) balance due must be paid seven (7) days prior to the event. Failure to make final payment will result in event cancellation.

**SALES TAX**:

Florida state sales tax will be charged on the rental fee. Non-profit organizations must present their non-profit status form, and tax exempt organizations must present their tax exempt certificate when completing this application.

**SECURITY FEE**:

The applicant may be required to hire the Palm Beach County Sheriff’s/City of Delray Beach Officer, or other CRA-approved security provider based on the use of the Arts Warehouse, the anticipated duration of the event, including set-up and breakdown time, the number of people anticipated to be in attendance, the activities to occur at the event, whether food will be served, whether alcohol is served, and any other factor related to the security of the Arts Warehouse and surrounding areas.

**CANCELLATIONS**:

In the event of a cancellation more than sixty (60) days prior to the event date, the applicant will receive a full refund of the rental fee, less an administrative fee of twenty percent (20%) of the rental fee or twenty dollars $20.00, whichever is greater.

If a cancellation is made more than thirty (30) days but less than fifty-nine (59) days prior to the event, the applicant will receive a fifty percent (50%) refund of the rental fee, less an administrative fee of twenty percent (20%) of the rental fee or twenty dollars ($20.00), whichever is greater.

No refund will be given if less than thirty (30) days’ notice of the cancellation is given.

The event may be rescheduled one time if the applicant contacts the Arts Warehouse on-site manager in writing at least 90 days prior to the original event date and provided the alternate date is available. Rescheduling requires a non-refundable payment in full of all rental fees at the time of rescheduling.

If an event is scheduled less than 30 days prior to the event date, full payment of the rental fee must be made and the rental fee is not subject to a refund.

**Emergencies:** The Arts Warehouse and CRA reserve the right to cancel or reschedule an event at any time, with or without prior notice due to circumstances for which it has no control, such as weather. If a facility rental must be cancelled due to an emergency, the applicant may reschedule the event at no additional charge, or may qualify for a full refund of the rental fee.

**INSURANCE**:

The applicant is required to at its own expense procure and maintain liability and property damage insurance for protection against all liabilities related to the use or occupancy of the space, and operations incidental thereto, with a minimum combined single limit of liability of not less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate. The Delray Beach Community Redevelopment Agency must be listed as an additional insured.

**LOGISTICS AND SAFETY REVIEW**:

All events are subject to logistics and safety review by the Arts Warehouse onsite staff, law enforcement, fire rescue, public works, building, zoning and risk management. The applicant shall provide a floor plan and event timeline no later than fourteen (14) days prior to the event. The applicant must comply with all recommendations made for logistics and safety for the event.

**VENDORS**:

A list of all vendors participating in the event, including contact information shall be provided at least one week prior to the event date. All agreements with caterers, entertainers, photographers, and other vendors are the sole responsibility of the applicant. All vendors providing service to the applicant in the Arts Warehouse must be properly licensed, including a current business tax receipt and proper insurance coverage and preapproved by the CRA. The applicant’s vendors shall provide sufficient proof of licensing and insurance upon request.

**RULES AND REGULATIONS**

The following rules and regulations have been established by the CRA for the benefit of all artists and guests of The Arts Warehouse. These rules and regulations are intended to preserve a clean and attractive environment, and to assure the peaceful enjoyment of the Arts Warehouse. All artists and their guests shall comply with the rules and regulations as follows:

The following rules and regulations are subject to amendment by the CRA from time to time.

**ADDITIONS TO EXTERIOR OF BUILDINGS AND STRUCTURAL CHANGES:** Changes affecting the appearance of the exterior of the Arts Warehouse, such as decorations, awnings, signs, sun shades, air conditioning equipment, fans, screens, balcony or patio covers and enclosures, satellite dishes, or similar changes shall require the prior written approval of the CRA. No materials shall be installed at or around any window. Exterior television or radio antennas are prohibited. Structural changes to the interior or exterior of the Arts Warehouse shall require the prior written approval of the CRA. Except for normal hanging of artwork on walls by the Arts Warehouse onsite staff, no person shall mark, drill into, or in any way injure, deface, or damage any wall, ceiling, door, frame, partition, floor wood or metalwork, wiring fixture, plumbing, and/or any equipment.

**ALCOHOL:**

The applicant assumes all liability for serving and consumption of alcohol. State and local laws apply with regard to alcohol consumption. The applicant is responsible for obtaining any permits or licenses necessary to sell and/or serve alcohol. If alcohol is provided at the event, liquor liability insurance will be required. You must present your State approved license two (2) weeks prior to the event.

The CRA reserves the right to discontinue the service of alcohol at any time during an event.

**APPLICATIONS/PAYMENT**:

Reservations are required at least thirty (30) days prior to the event and may be made up to 6 months in advance. All evidence of residency and non-profit status must be submitted along with the application.

**CHILD CARE**:

Any events that provide child care or child instruction at the Arts Warehouse must provide approved background checks for ALL personnel that will be responsible for child care or instruction. If you ask Arts Warehouse to provide background checks it will be at a cost of $30 per person.

**CRA RESERVATION OF RIGHTS**:

The CRA reserves the right to refuse use of the Arts Warehouse and may cancel any reservation or event because of activity or content deemed by the CRA to be inconsistent with the Arts Warehouse mission or not in the best public interest.

**CLEANING**:

The applicant is responsible for removal of all garbage and trash. The applicant is responsible for removal of all non-CRA equipment (i.e. linens, décor, AV equipment and all personal items). The applicant must provide all garbage bags. The applicant may use the dumpster located in the Arts Warehouse loading area for trash/garbage disposal. We can connect you with an approved Cleaning Company that you may hire to provide cleaning services for you; this is a separate contract. Applicant is solely responsible for cleaning of facility regardless if they contract a cleaning service.

**COMPLAINTS**:

Complaints of violations of these rules should be made to the Arts Warehouse onsite staff, either verbally or in writing. Neither the CRA, nor any of its agents, servants, or employees, shall be responsible to any artist or artist’s guests for any non-observance of rules, regulations, and conditions on the part of other persons.

**CONSENT REVOCABLE**:

The CRA reserves the right to reject any prior written approval in the best interest of the Arts Warehouse.

**DECORATIONS**:

Tape, tacks, staples, nails, screws or glues/adhesives are not permitted to attach any object to furniture, fixtures, walls or floors. The applicant may use fishing line, ribbon, florist wire, zip ties or string to hang decorations. Ice sculptures are not permitted indoors. Any prop, set or furniture heavier than 50 pounds requires prior written approval of the Arts Warehouse. Glitter, confetti, bird seed, rice, sand, silly string, poppers and any similar materials are not permitted. Lit candles, pyrotechnic devices (including fog machines) and bubble machines are not permitted. Contained votive candles may be allowed with the prior written approval of the Arts Warehouse. No decoration of the Arts Warehouse common areas is allowed.

Furniture may not be moved without the prior written approval of the Arts Warehouse.

Storage facilities are not available for the applicant’s use.

All items **must** be out of the Arts Warehouse at the conclusion of the event. Should any items be left behind, the CRA will charge the applicant ($20.00) for every hour that the items remain at the Arts Warehouse.

**DELIVERIES**:

Artist shall notify the Arts Warehouse onsite staff in writing 24 hours in advance of any deliveries. Prior authorization for such deliveries is required except for emergencies. No deliveries will be allowed after 6:00 p.m. All tradesmen must be licensed and insured.

**EMERGENCIES**:

In the case of emergency involving the facilities, contact the Arts Warehouse onsite staff. The emergency phone numbers are posted on the bulletin board in the kitchen. In the event of an immediate emergency requiring professional assistance, dial 911. If there is a hurricane warning or other natural disaster, it is suggested that artists remove things from the floor of their studios to avoid possible water damage in the event of flooding. The Arts Warehouse has no storage facilities available for use during these events.

**ENFORCEMENT**:

The Arts Warehouse onsite staff shall have the authority to enforce all rules and regulations governing use of the Arts Warehouse. Lack of cooperation by the applicant and/or the applicant’s guests may result in closing the event and/or contacting security (City of Delray Beach Police or private).

Any person who destroys or steals property of the Arts Warehouse will be personally liable to the CRA for repairs and replacement of such property and will be required to leave the event immediately. Such destruction or theft may be prosecuted to the fullest extent of the law.

**FEES/CONTRIBUTIONS**:

The sale of goods, services, food or beverages, or charging admission fees requires the prior written approval of the Arts Warehouse. This provision does not apply to CRA sponsored events.

**FIRE ALARM/SPRINKLER SYSTEM**

If the applicant or a guest of applicant sets off the sprinkler or fire alarm as a result of any unapproved activity, the applicant will be responsible for any costs or fines which result.

**GAMBLING**:

Gambling activity is prohibited in the Arts Warehouse.

**HOURS OF OPERATION**:

The Arts Warehouse will be open to the public during regular hours of operation:

Monday-Friday 9:00 am to 5:00 pm

Saturday 10:00 am to 3:00 pm

Artists have unlimited access to their studio.

Artists may have visitors in their studios past the public hours of operation.

Artists must escort out guests so the Artist can secure the doors.

**KITCHEN USE**:

No cooking is permitted in the Arts Warehouse kitchen. All food service items must be removed at the end of the event. Delayed pickup of any food service rental items is subject to prior written approval of the Arts Warehouse. If delayed pickup is approved, all food service rental items must be cleaned and repacked in the delivery cartons and arranged for pickup according to the prior written approval.

**LAWS AND REGULATIONS**:

The applicant agrees to comply with all laws of the United States and of the State of Florida, the rules, regulations and policies of the CRA, and any applicable municipal or county ordinances (collectively “the Laws”). Failure to comply with any one or more of the Laws may, at the discretion of the CRA, may result in the termination of this Agreement by the CRA. If, in the opinion of the CRA, violation of one or more of the Laws may cause a public or private hazard or nuisance, the CRA may demand the immediate correction of such violation or may terminate the event authorized to be conducted by this Agreement.

**LIMITED USE**:

Use of the Arts Warehouse is limited to the specific event description approved. Any other use is prohibited. The event is limited to the space within the Arts Warehouse that is approved and paid for. There may be more than one function, party or event taking place in the Arts Warehouse. Crowds congregating in common areas will be asked to disperse. Doors are not to be propped open in any room under any circumstances with the exception of loading and unloading purposes.

**LITTERING AND TRASH DISPOSAL:** Littering is strictly prohibited. Paper, cans, bottles, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the grounds or other common areas of the facility. All trash shall be placed in plastic bags. All garbage, refuse and/or waste matter shall be removed from studios to such location and in such manner as The Bailey onsite staff shall direct. In no event shall organic garbage or refuse, such as food, food cartons, etc. be allowed to remain in a studio overnight. All non-organic trash inside studios shall be removed weekly. No person shall sweep or throw anything out of any window or door or into any public hall or stairway.

**LOADING**:

Loading will take place through designate loading areas as directed by Arts Warehouse staff. (Loading areas include: front entrance, side overhead door and rear entrance/overhead door) Vehicle parking will not be allowed in the loading area. Parking for service vehicles requires the prior written approval of the Arts Warehouse.

**MAINTENANCE OF THE COMMON AREA:**

Improvements and maintenance of the common area shall be done only by the Arts Warehouse onsite staff or the CRA.

**MISREPRESENTATIONS**:

The Arts Warehouse reserves the right to withhold all or a portion of the rental fee and/or close an event if it determines that the applicant has misrepresented information on this application or any application-related documents. Examples of such misrepresentations include, but are not limited to: failure to disclose the true nature of the event; failure to disclose the level of utility usage; exceeding the reported number of guests; failure to report the sale or service of alcohol.

**NOISE AND NON-DISTURBANCE**:

No person shall make or permit any loud noise or disturbance of any kind within the Arts Warehouse, produce objectionable odors, or interfere with the rights, comforts, or convenience of other artists. At no time are musical instruments, radios, phonographs or televisions to be so loud as to become a nuisance to other tenants and guests of the Arts Warehouse. Music, DJ’s etc. need to be approved prior to any special event rental.

**OUTSIDE ACTIVITIES:**

There shall be no use of the areas outside the buildings without the prior written approval of the CRA. Fires and any lighted materials, such as candles, torches, etc., are strictly prohibited. Artists and their guests shall comply with all local, state and federal regulations regarding fire safety. The sidewalks, parking areas, drives, roadways, entries, corridors, and fire escapes shall not be obstructed or encumbered, and shall not be used for any other purposes than ingress and egress.

**PARKING**:

Parking is permitted in designated parking areas only. Events are subject to interruption to remove vehicles from fire lanes or other spaces that are not approved parking or cause a hazard, nuisance, landscape damage or obstruction. If an event requires more than the available parking, the application may not be approved or may be required to find offsite parking or valet service at their own expense.

**PERMITS**:

The applicant is responsible for obtaining all licenses and permits required for the event, including any special event permits required by the City and any alcohol licenses.

**PERSONAL PROPERTY**:

The CRA and its agents and staff will not be liable for any property of the applicant or the applicant’s event sponsors, vendors or guests if such property is damaged, misplaced, or stolen.

**PETS**:

No pets are allowed in the Arts Warehouse, except service animals.

**PLUMBING**:

Any damage resulting from misuse of such plumbing fixtures shall be the responsibility of the tenant/lessee. Water shall not be left running in the sinks. Report all plumbing defects to the Arts Warehouse onsite staff immediately, and shall be responsible for the costs to repair all damages resulting from his/her negligence.

**POLITICAL ACTIVITIES**:

Political fundraisers and distribution of candidate or other political literature is prohibited.

**PROGRAMMING FOR PUBLIC EVENTS**:

Educational programming for concerts and other events open to the general public is limited to the following areas: music; film; theater; dance; public art; and, arts education.

**RECURRING EVENTS**:

The Arts Warehouse may be rented for recurring events, such as a dance, acting, music or other type of performing arts class, subject to prior written approval of the Arts Warehouse. Fees for such rentals are included in the Arts Warehouse fee schedule. Recurring events may be moved without notice to another meeting space at the Arts Warehouse at the discretion of the Arts Warehouse.

**SMOKING**:

In compliance with the Florida Clean Indoor Act, section 386.201, Florida Statutes, the City does not permit smoking within City or CRA-owned and operated buildings. SMOKING IS PROHIBITED in the Arts Warehouse and its adjacent facilities, including the courtyard and all parking areas.

**SUPERVISION**:

All children under the age of 16 must be supervised by an adult during the time in which they are at the Arts Warehouse. The applicant shall be responsible for ensuring that the applicant’s vendors and guests comply with the rules and regulations governing use of the Arts Warehouse. Any vendor or guest determined to be non-compliant is subject to removal from the event.

**STUDIO USAGE**:

* Painting of doors is not permitted. Each studio door will be solid wood with an adjacent window. The window must remain clear and free of anything. Clear glass enables the public to view an artist’s work, thus encouraging interest and sales.
* A community bulletin board shall post any/all information pertaining to individual Artists. Information concerning The Arts Warehouse will also be posted on this board.
* Furniture, including, but not limited to tables, pedestals, chairs, shelves and vases shall not be placed in hallways, or in any communal space without the prior written approval of the Arts Warehouse.
* No floor cloths or mats will be permitted in any hallways or common areas.
* All music devices must be kept at a low volume.
* The spraying of any volatile substances is prohibited indoors. An outdoor space is provided outside at the back of the building. The artist is responsible for the proper care and disposal of any and all materials, including but not limited to hazardous materials. Without in any way limiting the generality of the foregoing: (i) spray paint, fixatives and lacquers are not allowed in enclosed spaces, and if used, must be used outdoors and in locations which will not affect the person or property of others; (ii) odorless turpentine A/K/A Turpenoid is required; (iii) painting rags shall not pile up; and (iv) proper safety precautions shall be followed with any hazardous materials.
* Alcohol is prohibited, with the exception of events sponsored by The Arts Warehouse and the CRA.
* Any and all plans for renovations and alterations to studio spaces require the prior written approval of the Arts Warehouse. Any work done without proper approval will be subject to immediate removal at the Artist’s expense.
* Each Artist will receive a keycard to the building and key to their studios. An alarm code will also be provided. If keys need to be replaced, a $50.00 fee will be charged for each. Living in any studio or any portion of the Arts Warehouse is prohibited.
* Cooking in studios is prohibited.
* No shipping crates or other debris shall be placed in hallways.
* No janitorial services are provided by the Arts Warehouse inside artists’ studios.

**FEES**

Rental of the Arts Warehouse facilities and equipment is subject to fees for the facility, equipment, onsite staff services, and security. The fee schedule is approved by resolution of the CRA from time to time and is available at the Arts Warehouse.



**APPLICATION**

This application is the initial step in reserving space at the Arts Warehouse. Requests will be reviewed in the order in which they are received by the Arts Warehouse. The contact person named in the application will be notified of approval or denial. Completing and submitting this application does not confirm or reserve any dates. Please type or print legibly. Failure to complete any of this form will delay confirmation of your reservation. This application must be received at least thirty (30) days in advance of your event and no longer than six (6) months from the event date, along with the non-refundable fifty dollars ($50.00) application fee.

**CONTACT INFORMATION**

**APPLICATION**

**CONTACT INFORMATION**

Please select which applies:

Resident of Delray Beach: \_\_\_\_\_ Non-resident:\_\_\_\_

Not for profit Organization: \_\_\_\_\_ For Profit organization:\_\_\_\_

Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Resident/Non-Resident/Organization/Corporation***

Applicant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Responsible Party***

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_ Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Applicant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Onsite coordinator who will be responsible for pre and post walk-through who will be present all times during setup, breakdown and actual event and is responsible for the actions of all guests, vendors and agents:

Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Onsite Coordinator or Representative***

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EVENT INFORMATION**

**EVENT INFORMATION**

Will this be a Political Event?\_\_\_\_\_\_\_ Yes/No  
*(Political fundraisers and distribution of candidate or other political literature is prohibited)*

Please check which best describes your event:

Party:\_\_\_\_\_ Wedding:\_\_\_\_\_ Banquet:\_\_\_\_\_ Meeting/Seminar:\_\_\_\_\_ Arts/Cultural Classes: \_\_\_\_\_\_ Other:\_\_\_\_\_

If classes or other, please describe:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event to be listed as:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REQUESTED DATES:**

First Choice

Event begins on:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Day Date***

Event ends on:

Event ends on:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Day Date***

Second Choice

Event begins on:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Day Date***

Event ends on:

Event ends on:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Day Date***

What time will your event start?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *AM / PM*

What time will your event end? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *AM / PM*

What time will you need access to for setup? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *AM / PM*

What time will your breakdown and clean-up end? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *AM / PM*

What is your anticipated attendance? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDITIONAL INFORMATION**

Will alcohol be served at your event? YES/NO

If yes, State and local laws apply with regards to alcohol consumption.

Will alcohol be sold at your event? YES/NO

If yes, State and local laws apply with regards to alcohol consumption. The sale of alcohol must be permitted and sold by licensed vendors and proper documentation must be provided to the City at least 30 days in advance of the event.

Will food be served at your event? YES/NO

Will food be sold at your event? YES/NO

Will you be charging admission or selling tickets to your event? YES/NO

Will there be any rental equipment at your event? YES/NO

Will there be A/V or other electronic equipment at your event? YES/NO

Will there be live entertainment at your event? YES/NO

Will there be decorations other than free standing or tabletop? YES/NO

* If alcohol is sold at your event, proper documentation and licenses must be provided to the Arts Warehouse least 60 days in advance of your event.
* If any rental equipment is brought into your event, a floor plan must be provided to the Arts Warehouse for approval at least 45 days in advance of your event.
* Excluding table top décor, all other decoration must be detailed in a floor plan for approval by the Arts Warehouse at least 45 days prior to your event.

The name and telephone number of all vendors and agents associated with your event (i.e. rental company, valet service, caterer, band etc.) must be provided to the Arts Warehouse at least 60 days in advance of your event, along with any required licenses, permits, etc.

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**FACILITIES USE AGREEMENT**

**Applicant has received and read this Application and Facilities Use Agreement, and the included event guidelines and the rules and regulations for use of the Arts Warehouse; Applicant understands and agrees to all the terms and conditions for use of the Arts Warehouse; Applicant is aware that if any of these rules and regulations is violated, Applicant will be charged accordingly and such violations will be strictly enforced. Applicant understands and agrees that Applicant shall be and will remain solely and fully responsible for compliance with all the terms and conditions of this Application and Facilities Use Agreement, and that Applicant shall be solely and fully liable for any breaches or violations thereof, regardless of the actual source of the payment of any fee or charge required for the use of the Arts Warehouse as provided herein. If Applicant is signing on behalf of Applicant’s organization or corporation, Applicant also represents that Applicant is authorized to sign the application on**

**behalf of the organization or corporation and that Applicant’s signature will bind the organization or corporation.**

**In consideration of the opportunity afforded the Applicant to use the Arts Warehouse for the event described in this Application and Facilities Use Agreement, the Applicant does freely agree to make the following contractual representations and agreements.**

**Applicant agrees to indemnify, defend and hold harmless the Delray Beach Community Redevelopment Agency, its officers, agents, employees, and volunteers (the CRA) and the City of Delray Beach, its officers, agents, employees, and volunteers (the City), from and against all claims, suits, actions, damages, liabilities, or expenditures of any kind arising out of or occurring during the use by Applicant of the Arts Warehouse and resulting or accruing from any error, omission, conduct or negligent act of the Applicant in connection with the use by Applicant of the Arts Warehouse. Further, Applicant hereby knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that may occur as a result of the use of the Arts Warehouse and agrees to release, waive, discharge, and covenant not to sue the CRA or the City, or its respective officers, agents, employees, and volunteers for any and all liability or claims that may be sustained by the Applicant or a third party directly or indirectly in connection with, or arising out of, the Applicant’s use of the Arts Warehouse, whether caused in whole or in part by the negligence of the CRA or the City or otherwise.**

**By signing, Applicant agrees to have read the complete Application and Facilities Use Agreement, and fully understands the terms and understands that the Applicant has given up substantial rights by signing this Application and Facilities Use Agreement, and has signed it freely without any inducement or assurance of any nature and intends this to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agrees that if any portion of this Application and Facilities Use Agreement is held invalid, the balance shall continue in full force and effect.**

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Authorized Representative Printed Name Signature Date

Please return the completed application along with the $50.00 non-refundable application fee to:

**CRA Executive Director**

**c/o Arts Warehouse**

**313 NE 3rd Street**

**Delray Beach, FL 33444**

Phone (561) 330-9614

**FOR OFFICE USE ONLY**

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| **FOR OFFICE USE ONLY** Application reviewed by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Approved:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Notes:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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