



BUILDING USAGE AGREEMENT

The Northport Arts Association is delighted to host your arts or cultural event. Please review the following contract, sign, and return to PO Box 262, Northport, MI 49670. The following contract is between the Northport Arts Association, and the Event Organizer.

Event Organizer: _____

Collectively, the "Parties" 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.

Event Date(s) & Hours:

DATE(S): _____ HOURS: _____

The Village Arts Building is made available through the generosity of donors and foundation grants that support the mission of the NAA "To foster and promote all artistic expression throughout the community"

1) Usage Donation

WEEKEND PACKAGE - Friday 8am through Sunday 10pm

NAA Member: \$450 includes a \$100 non-refundable reservation donation.

Not an NAA Member: \$750 includes a \$100 non-refundable reservation donation.

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

NAA Member: \$150 includes a \$50 non-refundable reservation donation.

Not an NAA Member: \$200 includes a \$50 non-refundable reservation donation.

If event involves artwork sales, NAA receives 20% of the total sales*.

See section 9 in regards to use of audio/visual equipment.

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

***Ask about additional package options available upon request with 6 month notice.**

Please select from the following available services if needed for additional donation:

NAA Sales & Administration Services, \$25 per hour (after hours add time and a half) NAA will 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 days. NAA withholds and pays the sales tax.

Graphic Design promo package \$200. Need help with your advertising and promotions? Ask us about what is included in the Graphic Design package.

___ *Event Organizer will manage their own transactions and provide Northport Arts Association with compiled financial documents showing the event accounting and proceeds. Event Organizer will remit a check to NAA for 20% of the net artwork sales within 30 days.

2) **Estimated number of attendees:** _____

NOTE: 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 of 50% of the usage donation is due at the time of signing this agreement. Final usage donation is due 30 days prior to the event. If agreement is formed within 30 days prior to event, full amount is due at time of signing this agreement.

4) **Cancellation Policy:**

a. **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 is not received on or before the deadline the event is considered cancelled.

b. **Should the 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 Vendee within 30 days of NAA's notice of cancellation.

c. **If authorities cause a cancellation:** Due to a government mandated reduction in our building capacity that is less than the number of expected attendees to your event or the complete closing of the Venue due to a declared state of emergency by any governmental body with jurisdiction over the Venue, up to 50% of your non-refundable deposit will be returned.

5) **Indemnity:**

Event organizer agrees to hold the harmless the Northport Arts Association, and it's 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, except for liability resulting from the gross negligence of the NAA.

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 causality insurance, and keep such insurance in effect through the date of the event. (A 24 hour Event Insurance Policy with the Northport Arts Association listed as "also insured" can be purchased from online providers such eventhelper.com or actinsurance.com). Event organizer agrees to provide a copy of the current insurance policy with final payment. 30 days prior to event.

initials: _____ date: _____

Event organizer will be solely responsible for the conduct of its guests and any contractors hired by event organizer. Except for claims arising out of acts caused by the gross negligence of the Northport Arts Association (NAA), 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) 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, ask about licensing for alcohol. LARA Special License Application

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 on the day of the event.

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.

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 I, 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: _____

Northport Arts Association Policies & Procedures

The following NAA Policies and Procedures are posted throughout the building.

- 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 30 days prior to the date of the use of the building. There will be a 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. Please return all hanging components to the designated bin. The event organizer will be financially responsible for replacing components to the hanging system if they render them unusable for future events.
- The office will be locked. Laptop, printer and square terminal are for office use only and not available beyond NAA usage.
- The Printer is for office use only.
- 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.
- 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, paper products on the floor, or other messes to be left.
- Turn off the lights and fans.
- Make sure doors are securely locked when leaving the premises.
- This agreement covers the physical space at the Village Arts Building, it does not cover other goods or services from the NAA, not limited to, but including: advertising, promotion, event planning, set-up, or clean-up.

initials: _____ date: _____

10) 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. Again, event organizer shall be solely responsible for the conduct of its guests and any contractors hired by 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: _____

Mailing Address: _____

Signature of NAA Officer: _____

Package Rate		
Services		
AV Deposit		
Agreement Deposit		
Final Payment		
Final Payment Received		