



## FAC RENTAL POLICIES AND PROCEDURE

Thank you for your interest in rentals at the FAC Art Center sat 5 E 2<sup>nd</sup> Street, a facility managed by the Frederick Arts Council (FAC). Please review the following rental policies in support of your FAC rental contract to ensure a positive experience for all users of the facility. If you have any questions, please contact the FAC at (301) 662-4190 or [info@frederickartscouncil.org](mailto:info@frederickartscouncil.org).

### Nonprofit Rates

<b>Ground Floor</b>
\$100/hr Weekdays
\$150/hr Weekends/evenings

<b>Balcony</b>
\$75/hr Weekdays
\$90/hr Weekends/evenings

### Business Rates

<b>Ground Floor</b>
\$125/hr Weekdays
\$175/hr Weekends/evenings

<b>Balcony</b>
\$100/hr Weekdays
\$115/hr Weekends/evenings

### Wedding Rates

<b>Ground Floor</b>
<b>Ceremony</b>
\$1200 for 4-hour block

<b>Balcony</b>
<b>Ceremony</b>
\$200/hr

The second floor is on a case-by-case determination. If available, renting the second floor mirrors the rate of the ground floor. On occasion, a visual art show in our exhibition hall is presented in such a way that allows for private event rentals. An FAC coordinator will let you know if that room is an option during your requested dates.

All rates are based on availability.

Weddings rentals are limited to ceremony space, the space is not available for receptions.

## Requesting Rental Space

- To request space, potential renters must submit a Rental Request Form. While this form allows us to check availability and tentatively hold dates and times, it does NOT guarantee rental of space at FAC, nor does it save the date.
- General Rental Requests are processed on a first-come, first-served basis. It is strongly advised that requests be submitted at least eight weeks in advance. Requests are required at least four weeks in advance; the earlier the request is received, the better the chance of securing space for your event. Full payment is due with the signed contract. The fees below apply for late rental and contract change requests.

Rental or Contract Change Requests Made -:	Subject to a fee of:
After the Contract is signed and before 4 weeks from the event	\$10.00
Within 4 weeks of rental date	\$20.00
Within 2 weeks of rental date	\$30.00
Week of rental	\$50.00
Within 48 hours of rental	\$100.00

- Rentals are not guaranteed until a contract has been issued and signed, and required materials and rental payment have been submitted by the renter. Dates will be released if the contract and payment is not returned within 15 business days.
- If you are hosting classes and/or meetings, please note that it is your responsibility to inform your teachers, students, and visitors of any unavailable dates and times, and to cancel or any rescheduling of your events.

## Rental Space & Set Up

- The contracted room(s) will be available to you only for your contracted times. **Set-up and/or clean-up must be factored into the rental time** and must take place within regular business hours unless arrangements have been made in advance with FAC.
- If a lessee cancels for any reason, the following fees apply:

Date Cancellation Policy	
Cancellation Notice	Refund Amount
Up to 30 days	Full Refund less a \$30 Administrative fee
Less than 30 days	10% deduction plus a \$30 Administrative fee
Within one week (5 days)	Forfeit payment

- Rooms must be cleaned and vacated by the end of the contracted time.

## Rental Space Clean-Up

- Tables must be wiped with paper towels, sanitized and, if needed, floors must be broom swept by end of contract.
- Any trash (food, used art supplies, etc.) must be removed from the premises at the conclusion of the event.
- If contracted rental space is not sufficiently cleaned after use, the renter risks forfeiting the security deposit in part or in full.
- Promptly report any room issues including, but not limited to, large spills, damaged furniture, and temperature issues to the building attendant(s) on duty.
- Lessee will incur a cleaning fee of \$150 if space is not restored to its original condition after each use.
- Lessee will incur a charge of \$200 per occurrence if fire alarm is activated more than once for no legitimate reason by Licensee or event participant.

## **Building Attendants**

- FAC will have a staff member present during regular building hours. However, should a rental take place outside of regular building hours a Key will be designated and a Key form must be signed.
  - Should your event extend beyond the contracted time, an additional fee of \$30.00 will be assessed for each hour beyond the contracted time. (Please note that the \$30.00/hour fee will be assessed at ten minutes past your event's scheduled ending time and ten minutes into each additional hour.)
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## **SPACE RENTAL**

### **General Rules**

- The ground floor and second floor spaces may only be rented strictly for performances, rehearsals, meetings, events or lectures, and may not be used for set construction or painting.
- If an exhibition is installed during a rental period the lessee will be held responsible for any damages that may take place to the artwork or installation.
- Please be aware that as FAC offices are on the third-floor balconies with minimal enclosure there may be noise carryover.
- Use of the bathroom is included with any rental. As FAC employees also use this bathroom please be mindful and leave bathroom in the same condition as you when you found it.
- No wall penetrations shall be permitted and no tape may be used on walls hallway or lobby. Licensee is prohibited from modifying space in any way that may cause permanent damage to the facility.
- No glitter, confetti, balloons, or pyrotechnics, candles, or open flames may be used.
- FAC displays (promotional displays, art exhibits, etc.) shall not be removed or altered in any way without express written prior agreement of FAC Director.
- During open hours masks are required at the FAC Art Center to prevent the spread of COVID 19. If a meal is being served as part of an event and masks are not worn FAC cannot be held liable should any patrons become infected.

## **Insurance**

Evidence of liability insurance coverage, is required for the entire period of use. The certificate shall name Frederick Arts Council along with their respective officers, agents and employees as an additional Insured on the policy described above. Licensee shall provide evidence that such insurance is in force by furnishing FAC a current Certificate of Insurance at the time this Agreement is executed and delivered to FAC and (ii) a current Certificate of Insurance at the time of the scheduled event/performance.

Lessee is responsible for any and all damage to the FAC building and its contents resulting from Licensee's use. If the scheduled event is tailored to and targets minors, an adult must be designated by Licensee, who will oversee the event and must always be present during the event. Neither FAC nor its directors, officers, employees, volunteers, representatives, or agents, will be responsible for any loss or damage to any property brought to FAC by the Lessee, or its employees, agents, representatives, contractors, guests, invitees, or any other person acting by, through, or on behalf of Lessee

Jurisdiction/Venue; Jury Trial Waiver – Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the United States District court for the District of Maryland or any State

Court located in Frederick County, Maryland. THE PARTIES HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO ANY CLAIMS OR COUNTERCLAIMS AGAINST THE OTHER PARTY CONCERNING ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND THE SERVICES RENDERED IN CONNECTION HEREWITH.

## **Safety**

Lessee agrees to comply with all safety and workplace requirements and precautions requested or required by FAC or by any governmental authority. \*COVID-19 protocols: Building capacity is subject to current restrictions mandated by Frederick County. It is the renter's responsibility to ensure appropriate social distancing of guests. All used surfaces, chairs, waste containers, etc. must be wiped down/disinfected immediately after the event. Renter agrees to immediately notify FAC of any injuries incurred in or about FAC property requiring medical treatment. If any injury occurs in or about FAC, Licensee must fill out an injury report within a 24-hour period and submit it to FAC. As a material and integral part of this Agreement, lessee assumes all the risks of its activities.

## **Block Booking**

Block booking is the practice of renting for consecutive days, from the time the building opens until the time it closes. The purpose of block booking is to allow the renter to store items overnight, instead of having to load in and out each day of their rental.

- A group may block book for a minimum of two days up to a maximum of seven days, depending upon availability. During a block booking rental, no other groups aside from FAC employees and resident organization teams have access to the space.
- If a lessee needs to store items but not limited to: set pieces, costumes, properties, and technical equipment, they should block book the space. If not block booked, all belongings, items, and set pieces must be removed from the premises after each booking.

## **Equipment**

- FAC does not provide staff to assist with lighting or sound. FAC lighting, sound, and/or projection equipment may be used when requested in advance, but only by pre-approved technicians and upon payment of an equipment deposit.
- Use of sound and light boards or projection equipment is not guaranteed; when these items are not available, it is the responsibility of the renter to provide their own equipment.
- The renter is responsible for their own equipment and ensuring that it is compatible with the space and its resources. A lighting and sound equipment waiver will be required.

## **Set Design/Set Pieces**

- Sets, set pieces, props, and costumes may not remain in the theatre beyond contracted times. If the space has not been block booked, nothing may remain there or any FAC space outside of the times of rental (as indicated on the contract). This includes sets and set pieces.
- Individuals/Organizations will be charged for any damage to the floor or walls that takes place during a rental.
- If a set will be used during the rental, the set design must be submitted for approval by FAC before a contract will be issued.
- Exit Signs are not to be blocked; they must always be in view of the audience.

## **Security Deposits**

- Security deposits for the theatre and/or theatre equipment (light board and soundboard) must be submitted as a separate check from the rental payment.
- Security deposits will be refunded within two weeks following the event, provided that the following conditions are met:
  - Rented spaces are found to be neat, clean and in returned to original order and condition
  - Individual/organization adhered to FAC rental policies and procedures
  - All equipment is returned in good working order

## Permits

- It is the responsibility of the agreement holder to acquire all necessary city/county government permitting for serving food and drinks at his/her own discretion. All permits must be displayed during the event, and the Frederick Arts Council must be provided copies one week prior to the event. Additionally, You, as the agreement holder, must comply with the occupancy/capacity permit, which is a maximum of 80 persons\* as designated by the City of Frederick Building Department. One event manager/volunteer/staff must be crowd manager certified\*\*, and you, as the agreement holder, must supply the Frederick Arts Council with the person's crowd manager certificate one week prior to the event. If you fail to submit any of the previously mentioned certificates, permits, and licenses, then, your reservation will be cancelled and you will forfeit your refund of payment and deposit, and you will incur a \$35 late fee.
- Third-Party professional services are permitted, but must comply with all the terms of conditions set forth here. You, as the agreement holder, are responsible for ensuring that all the third-party professional services you hire are in compliance with the Sky Stage private event agreement, the City of Frederick, and the Frederick County Health Department, Frederick County or Maryland State Liquor Board, and additional city, county, and state government rules and regulations.
- Renter shall obtain and maintain throughout the course of its Rental, at its expense, general liability insurance. Renter shall add Frederick Arts Council, along with its respective officers, agents and employees as an Additional Insured on the policy described above. Renter shall provide evidence that such insurance is in force by furnishing Frederick Arts Council with a Certificate of Insurance.
- Fireworks and open flame are not permitted at any time. If your event requires the use of candles, you may use **fully** encased hurricane holders or LED candles.
- Decorations must be temporary in nature not to be nailed, screwed, or glued. The use of any adhesive products must not leave any residues. Failure to comply with the decoration policy may result in additional charges. If a ladder is needed, the agreement holder must provide one.
- All decorations, trash, recyclables, and equipment that is not owned and provided by FAC must be removed from the premises upon conclusion of the event. If FAC is not cleaned up after the event or if there is any damage to the property including but not limited to the sculpture, bleachers, stone structure, gates/ doors, and outer premise, the agreement holder will be held liable at the maximum cost of the damages to be paid immediately according to the Frederick Arts Council.
- \*COVID-19 protocols: Building capacity is subject to current restrictions mandated by Frederick County. It is the renter's responsibility to ensure appropriate social distancing of guests. All used surfaces, bathrooms, chairs, waste containers, etc. must be wiped down/disinfected immediately after the event.
- No one; guests, hosts, or otherwise who is not in direct relationship with the Frederick Arts Council is allowed to go on the balcony during ground or second floor rentals.

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## General Rules & Regulations

The following activities are prohibited:

- Allowing any space to become over capacity according to the rooms posted maximum occupancy
- Not wearing a face mask or face shield when required
- Conduct that is disruptive, violent, or may jeopardize the safety of others
- Smoking, soliciting, loitering or defacing property
- Use of illegal drugs, intoxicants, or weapons
- Use of inappropriate or indecent conduct or language
- Interference with FAC staff duties and responsibilities
- Running, yelling, or other inappropriate behavior in hallways and galleries
- Glitter or confetti use
- Use of pyrotechnics, candles or open flames
- Entering the building with pets other than service animals

FAC Management reserves the right to require individuals to leave the Center for non-compliance of the above rules.

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### Declaration of Understanding

**Please initial to confirm your understanding of the following FAC rental policies:**

- Masks must be worn at all times. Removing face masks to eat or drink will be at the renter's own risk \_\_\_\_\_
- Furniture may be arranged to your specifications upon arrival but must be left as you found it, so be \_\_\_\_\_ sure to add this time to your request. FAC staff will arrange furniture according to one of the four seating layouts provided, if prior arrangements have been made. A setup fee of \$25 will be assessed for requests made on the day of the event.
- Adhere to your contracted start and end times \_\_\_\_\_
- Should your event extend beyond the contracted time, an additional fee of \$30.00 will be assessed \_\_\_\_\_ for each hour beyond the contracted time. (Please note that the \$30.00/hour fee will be assessed at ten minutes past your event's scheduled ending time and ten minutes into each additional hour.)
- Individuals/Organizations will be charged for any damage to the floor or walls that takes place during \_\_\_\_\_ a rental.

- Space is not provided for storage of items beyond the hours of the rental. All belongings must be taken with you at the end of the rental.
- It is the responsibility of the renting organization/organization contact(s) to inform their members, guests and all involved individuals of FAC Rental Policies and Procedures.
- No alcohol is to be sold or served
- If a renter needs to store items in the gallery or other space, including, but not limited to: **decorations, costumes, properties, and technical equipment**, they should book time in advance of the event.

FAC does not provide staff to assist with lighting or sound. FAC lighting, sound, and/or projection equipment may be used when requested in advance, but only by pre-approved technicians and upon payment of an equipment security deposit.

- The first floor holds 80 people. This includes staff, performers and audience members. Please deduct any personnel from the total amount of seats allowed. Adding folding chairs or sitting in the aisles are not permitted. These are laws specified by the City of Frederick Fire Marshal.
- No pyrotechnics, candles or any open flames will be used in the gallery
- Either a verbal announcement or written program note about fire exits and emergency evacuation procedure must be given to the audience at each event.

**I have received and agree to FAC's Rental Policies and Procedures:**

\_\_\_\_\_

**Name** **Organization** **Date**

Please include the above signed agreement with rental contract and key form. Please keep a copy for your records.