

ORANGE COUNTY CENTER FOR CONTEMPORARY ART
VENUE RENTAL AGREEMENT - Please Print Clearly

This agreement is made between The Orange County Center for Contemporary art, hereinafter known as OCCCA, located at 117 North Sycamore Street, Santa Ana, CA 92701 and

Name of Renter/User: _____
hereinafter known as Renter/User

Renter/User USPS Street Mailing Address:

Street: _____

City: _____ State: _____ ZIP: _____

Renter/User Email address: _____

Rental Date(s): _____ to _____

Load-In Starts at _____(a.m.) (p.m.) Load-Out Ends at _____(a.m.)
(p.m.)

Event Starts at _____(a.m.) (p.m.). Event Ends at _____(a.m.)
(p.m.)

LIABILITY WAIVER

For the OCCCA venue rental defined herein, Renter/User agrees to release, indemnity, defend and hold harmless OCCCA and its officers, clients, agents, and employees from and against any and all liabilities, claims, penalties, losses, or [hidden] expenses incurred, including attorney's fees or any kind or nature whatsoever whether related to bodily injury, property damage to equipment, property damage or any other form of injury or loss whether or not caused by any negligent act or omission of OCCCA or its officers, clients, agents, or employees, arising out of or in any way related to participation in activities relate to this agreement for performance at OCCCA.

PUBLICITY

OCCCA assumes the right to photograph any stage of this agreement's event for OCCCA use. OCCCA assumes the right to reproduce photographs of the event for use in OCCCA's historic documentation, educational and publicity purposes, and for use in any print, broadcast, or electronic format.

NON-PERMITTED USES

Renter/User agrees OCCCA space shall not be used, or allowed to be used, in violation of law. Renter/User agrees to comply with all laws and ordinances, rules and regulations applicable to the premises. Renter/User shall be responsible for completing all rental event related permit applications required by the City of Santa Ana or any other applicable jurisdiction. Renter/User shall be responsible for submitting rental event related permit copies to OCCCA no less than 21 calendar days prior to the subject event. Said rental permit copies shall be submitted to the attention of: OCCCA RENTAL COORDINATOR. Renter/User agrees to hold OCCCA harmless from all claims of disturbance and/or copyright infringement arising out of the subject event including all damages, attorney's fees and court costs, and settlements or compromises made by Renter/User. Prior approval by OCCCA RENTAL EVENT COORDINATOR is required for all activities, musical performances, and final guest count.

No smoking, pyrotechnics or open flames are allowed in OCCCA or within 25 feet of any door. OCCCA is open to the public each week from Noon to 5:00 p.m., Wednesday through Sunday. All rental use event arrangements, including event setup and take-down, shall be planned so as not to interfere with OCCCA day visitors and their access to exhibits, restrooms, etc. Renter/User is responsible for any and all damages caused by Renter/User's agents, vendors and/or guests. Damages to Facility. Renter/User is responsible for and agrees to pay for any and all damages to the building, equipment, fixtures, furniture, or other property caused by Renter/User, Renter/User's agents, vendors, performers, employees and/or guests arising from, or related to, Renter/User's use of OCCCA's premises for the purpose stated herein. All related repairs shall be made strictly according to OCCCA specifications.

WAIVER OF EMPLOYEE STATUS

For purposes of both general liability and workers' compensation liability, Renter/User agrees acknowledges and agrees that all persons furnishing services to Renter/User pursuant OCCCA Rental Contract and Fees –to this Agreement, including OCCCA volunteers and agents, are not employees of OCCCA. Renter/User acknowledges and agrees that all persons furnishing services to Renter/User pursuant to this Agreement are solely those of the Renter/User and are not employees of OCCCA either permanently or temporarily before, during, or after the term of this Agreement.

INDEMNIFICATION

Renter/User agrees to defend, indemnify and hold OCCCA harmless from and against any and all loss, cost, expense, debts, obligations, claims, demands, suits, actions and proceedings, including but not limited to, damages, judgments, fines, and costs of defense of legal actions, claims or proceedings and appeals there from, and cost of attachment or similar bonds, made, asserted or commenced against OCCCA as a result

of or relating to any act or omission or actual or alleged neglect or breach of duty, including any actual or alleged error or misstatement or misleading statement, which Renter/User actually or allegedly commits or suffers while acting in its capacity as a Renter/User of OCCCA or the above-mentioned event not arising from OCCCA's own negligence or wrongdoing. The rights of OCCCA under this Agreement shall survive termination of Renter/User's use of the OCCCA premises or facilities.

NOTICE OF CLAIMS

Renter/User shall notify OCCCA of any indemnifiable claims promptly upon receiving notice of such claims, including copies of all documents or information related thereto. If any claims under this Agreement are not settled by Renter/User within 30 days after written notice thereof has been received by Renter/User, OCCCA, may, at any time thereafter, commence its own defense of such action, or settle the same, and bring suit against Renter/User to recover the amount of the claim however it is settled. Renter/User shall have the burden in any such suit of proving that OCCCA is not entitled to the requested indemnification.

LIENS

Renter/User agrees to keep all of the OCCCA premises and every part thereof and the building and other improvements at any time located on the OCCCA premises free and clear of any and all mechanics' liens, materialmen's liens, and other liens for, or arising out of, or in connection with, work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Renter/User, or any obligations of any kind incurred by Renter/User. Renter/User further agrees to pay promptly and fully and discharge any and all claims on which any such lien may, or could, be based, and to save and hold OCCCA and all of the OCCCA premises and the building and any other improvements on the OCCCA premises free and harmless from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

LIABILITY INSURANCE

Renter/User shall, at Renter/User own cost and expense, secure and maintain during the entire term of this Agreement and any extended term of this Agreement, public liability, property damage, and products liability insurance, insuring Renter/User and Renter/User employees, contractors, vendors, caterers, performers, event attendees and other agents or representatives against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Renter/User's occupation and use of OCCCA premises under this Agreement in amounts not less than: (a) For single claim \$1 million for injury to, or death, of one person and, subject to the limitation for the injury or death of one person, of not less than \$1 million for injury to, or death, of two or more persons as a result of anyone accident or incident; (b) \$1 million for property damage single claim; (c) and \$3 million in the aggregate. OCCCA shall be named as an

additional insured, the policy shall be so endorsed, and Renter/User shall provide OCCCA with a certificate of insurance indicating the endorsement.

WORKERS' COMPENSATION INSURANCE

Renter/User shall maintain in effect throughout the term of this Agreement, at Renter/User sole expense, Workers' Compensation insurance in accordance with the laws of the State of California, and employers' liability insurance with a limit of not less than \$1 million per employee and \$1 million per occurrence for every one of Renter/User's employees and event contractors working at the event not employed by OCCCA.

INSURANCE CANCELLATION CLAUSE

Any policy of insurance required under this Agreement shall be written by insurance companies authorized to do business in the State of California. Each policy of insurance procured by Renter/User pursuant to this Agreement shall expressly provide that it cannot be canceled for any reason or altered in any manner unless at least 21 days prior written notice has been given to OCCCA by the insurance company issuing the policy in the manner specified in this Agreement for service of notices on OCCCA by Renter/User.

BLANKET INSURANCE POLICY

In order to satisfy its insurance obligations under this Agreement, Renter/User may, at any time during the terms of this Agreement, have in full force and effect a "blanket" policy of insurance insuring the OCCCA premises as well as other property owned or occupied by Renter/User, provided the blanket policy does not in any way diminish the amount or coverage of the insurance required under this Agreement, and further provided that the blanket policy otherwise meets all requirements of the Agreement.

OCCCA'S RIGHT TO PROCURE INSURANCE

If, at any time, Renter/User fails to procure or maintain the insurance required by this Agreement, OCCCA may obtain said insurance and pay the premiums on it for the benefit of Renter/User. Any amounts paid by OCCCA to procure or maintain insurance pursuant to this provision shall be immediately due and repayable to OCCCA by Renter/User upon notice of said payment. Failure to repay OCCCA within 10 business days shall be considered the same as a failure to pay rental charges and is a default by Renter/User under this Agreement.

CLAIMS ARISING OUT OF THE CONSUMPTION OF ALCOHOL

Any and all claims made against OCCCA as a result of injuries arising out of usage or consumption of alcoholic beverages are the responsibility of the Renter/User and the Renter/User agrees to defend, indemnify and hold OCCCA harmless from and against any and all loss, cost, expense, debts, obligations, claims, demands, suits, actions, proceedings, including but not limited to damages, judgments, fines, and costs of defense of legal actions, claims or proceedings and appeals there from, and cost of

attachment or similar bonds, made, asserted or commenced against OCCCA as a result of or relating to claims arising out of the consumption of alcoholic beverages.

EVENT FEE

In consideration for rental use of OCCCA gallery space, Renter/User agrees to pay OCCCA the deposits and rental fee as detailed on page nine (9) of this Agreement. All deposits are due at signing of Agreement and rental fee is due ten (10) business days prior to the event. If rental fee is not paid by this deadline, event is subject to cancellation by OCCCA.

ADDITIONAL USAGE FEES

Should Renter/User wish to use the OCCCA gallery space for longer than the contractual period specified on the final page of this Agreement, Renter may do so for up to a maximum of two (2) additional hours, billed at the rate of \$195 per hour. There is no proration for this additional time, i.e., any amount of time over the agreed upon will be rounded up to the full hour. Such arrangements must be made at least 21 calendar days prior to the event and will be billed to Renter/User following the event.

ADDITIONAL ATTENDANT STAFF FEES

For events of more than 50 guests, and for each additional 50 guests or portion thereof, an extra OCCCA agent must be included at a charge of \$25 per hour.

SECURITY

OCCCA highly recommends the hiring of a professional security service especially if alcohol is being provided. OCCCA staff are not trained security guards and the police will be called to handle unruly patrons.

CANCELLATION

The \$500 reservation deposit is non-refundable. In the event of a cancellation by the Renter/User, a 50% refund of payments other than the reservation deposit will be issued if cancellation is made in writing at least 60 calendar days prior to event date, and a 20% refund if made at least 30 calendar days prior to event date. Cancellations made less than 30 calendar days prior to event date will not be refunded.

BREACH OF CONTRACT

Failure to comply with any of this Agreement's regulations, covenants, conditions, or provisions will constitute a material breach of contract and may result in cancellation of the subject event.

WAIVER OR MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, provision, or limitation herein contained shall be valid unless made in writing and duly executed by both parties. Furthermore, no evidence of any modification or waiver shall be offered or received as evidence in any proceeding, arbitration or litigation between the parties

arising out of or affecting this Agreement or the rights or obligations of any party here under, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

ENTIRE AGREEMENT

This Agreement together with Exhibit A, Rental Use Policies, Fees, and Regulations, attached hereto and incorporated herein, contains the sole and entire agreement between the parties as to the matters contained herein, and does not create an on-going agreement or relationship after the rental period stated herein. The parties acknowledge and agree that neither of them has made any representation with respect to such matters except as are specifically set forth herein and in Exhibit A and each party acknowledges that it has relied on its own judgment in entering into this Agreement.

CHOICE OF LAW AND FORUM

This Agreement and the performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. Any dispute or litigation arising under this Agreement shall be resolved in the Courts of Orange County, California.

SEVERABILITY The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

BINDING EFFECT OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

NOTICES

All notices, requests, demands and other communications required or permitted hereunder shall be, in writing transmitted electronically or shall be deemed to have been duly given when delivered by hand or when mailed by certified registered mail, return receipt requested, with postage prepaid to the addresses listed herein: their current address or to such other address as requested in writing.

OCCCA – Orange County Center for Contemporary Art
117 North Sycamore
Santa Ana, CA 92701
714667-1517
info@occca.gmail.com

ATTORNEYS' FEES

In the event any suit or other legal proceeding is brought by any party, or parties, for the enforcement of any of the provisions of this Agreement, the prevailing party shall be entitled to recover, upon final judgment on the merits, reasonable attorneys' fees (and taxes thereon, if any) incurred in bringing such suit or proceeding.

COUNTERPARTS This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. A photocopy or facsimile signature of any party hereto shall be considered to have the same binding effect as an original signature.

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RENTAL RATES AND DEPOSITS

Rental rates subject to change without notice prior to receipt of non-refundable event date reservation deposit (see Deposits below)

RENTAL TYPE

Non-profit events **\$350.00**

25% of events sales and 5% of door admission fees

Reduced rate considered on a case-by-case basis

Three-hour rental **\$650.00**

For meetings only; in and out in three hours

Subject to the following deposits:

- Non-refundable event reservation deposit applicable to rental fee
- Refundable security deposit
- Cleaning fee

Six-hour rental **\$1,800.00**

Six hours, start to finish: one day only, including setup, breakdown, cleanup

Subject to the following deposits:

- Non-refundable event reservation deposit applicable to rental fee
- Refundable security deposit
- Cleaning fee

Wedding **\$3,800.00**

Including time from 5:00 p.m. until 10:00 p.m. the evening prior to event day for set-up

Event ends no later than 11:00 p.m. unless otherwise contracted herein

Including time from 8:00 a.m. to noon following event day for breakdown and clean-up

Subject to the following deposits:

- Non-refundable event reservation deposit applicable to rental fee
- Refundable security deposit
- Cleaning fee

Rental fees are due no later than 10 business days prior to event. Event subject to cancellation if not paid by this deadline.

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DEPOSITS

Non-refundable "event date reservation" deposit _____ **\$500**
Applied to rental fee

Date "event date reservation deposit" was received ____/____/____
Receipt of this deposit guarantees rental rate in the event of a price increase

Refundable security deposit (if Gallery is left in original condition) _____ **\$500**

Date "Refundable security deposit" was received ____/____/____

Cleaning Fee _____ **\$180**

Date cleaning fee was received ____/____/____

Optional:

Additional usage fee (maximum two hours) @ \$195.00 per hour

Additional hours _____ x \$195.00 (maximum \$390.00) _____ \$ _____

Date optional fee was received ____/____/____

Optional:

Audio/PA usage fee (maximum two hours) @ @ \$95 per hour _____ \$ _____

Number of hours _____

Date optional fee was received ____/____/____

DEPOSITS TOTAL: \$ _____

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AGREEMENT

I ACKNOWLEDGE I HAVE READ, UNDERSTAND AND AGREE TO THIS DOCUMENT'S CONTENT, LIABILITY WAIVER, AND ALL CONDITIONS STATED HEREIN

Event date: ____/____/____ (mm/dd/yyyy)

Event description: _____

Name Renter/User: _____

Signature of Renter/User: _____

Name and Title OCCCA Representative: _____

Signature of OCCCA Representative: _____

Date _____, 2024

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