



# Studio Rental Agreement



Rental Agreement (“Agreement”) dated \_\_\_\_\_, 20\_\_ between LeMoyne Art Foundation, Inc. (“LeMoyne Arts”) and \_\_\_\_\_ (“Renter”).

The Renter agrees to rent the following areas on LeMoyne Arts property located at 125 N. Gadsden Road, Tallahassee, FL 32301 for the following purposes based upon the terms and conditions set forth in this Agreement.

## The Event

<b>Event Name:</b>	
<b>Event Date:</b>	
<b>Anticipated Number of Participants in Group:</b>	
<b>Activities Description:</b>	

## Contact Information

<b>Renter/Organization Name*:</b>					
<b>Individual Name*:</b>					
<b>Street Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Phone # (day):</b>		<b>Cell:</b>			
<b>Phone # (evening):</b>		<b>Email:</b>			
<b>Membership Status:</b>	<input type="checkbox"/> Member <input type="checkbox"/> Non-Member				

\*If this agreement is made by a corporation, partnership, association, club, or society, the individual making this agreement represents that he/she does so with the full authority of the organization. Not For Profit organizations must provide a copy of their DR-14 form or other evidence to substantiate the non-profit status.

**Facility Use and Access**

LeMoyne Arts agrees to provide access to and exclusive use of the following studio(s) and/or equipment for the duration of the Renter's event as defined in this Agreement.

<b>Studio(s):</b>	
<b>Rental Dates:</b>	
<b>Rental Time (Start and End):</b>	
<b>Recurring or One-Time:</b>	
<b>Facility Access Times ("Rental Period"):</b>	
<b>Equipment and Tools Provided by LoMoyne:</b>	
<b>Additional Details:</b>	

**Studio Rental Fees**

<b>Studio Rental Rate:</b>	
<b>Inclusions (as detailed in Studio Access Section):</b>	
<b>Rental Rate SUBTOTAL</b>	
<b>+ Sales Tax (6%)</b>	
<b>RENTAL RATE TOTAL (Due no later than 30 days prior to rental)</b>	
<b>SECURITY DEPOSIT (Refundable, due at time of signing)</b>	

LeMoyne Arts accepts all major credit cards and forms of digital payment. Please make checks payable to “LeMoyne Arts”.

**Rental Policies, Terms, and Conditions**

**Execution of Agreement**

This Agreement shall be considered binding and LeMoyne Arts will reserve the Studio for the Renter’s use as detailed in the Facility Use and Access Section of this Agreement upon the receipt of a fully executed copy of this Studio Use Agreement signed by both the Renter and LeMoyne Arts representative and payment of any applicable Deposit. Any required deposit is in addition to rental fees. Deposit will be refunded the first part of the month following the final day of the rental providing there are no damages to the Studio and the Renter owes no additional fees to LeMoyne.

A copy of the fully executed Agreement will be provided to both parties.

**Modification/Special Conditions**

Any modification of this Agreement must be in writing and signed by the Renter and LeMoyne Arts either on the face of this Agreement or as an Addendum to this Agreement. The terms of any signed modification, revision, or Addendum to this Agreement will supersede the applicable section(s) of the original Agreement.

**Payment**

The Renter will pay in full for each rental at least thirty (30) days prior to the start of the Event as detailed in the Rental Fees Section of this Agreement. Payment may be made online, over the phone, or in person via cash, check, debit card, or credit card. If LeMoyne Arts does not receive payment in full at least thirty (30) days prior to the Event, LeMoyne Arts reserves the right to terminate this Agreement. If the event is contracted within 30 days of the Event, all Rental Fees (including applicable Deposit) are due at the time of signing.

Rentals are for hours specified in the Facility Use and Access Section of this agreement and include set-up, event time, and clean up. If additional hours are used, an additional hourly fee, plus tax will be deducted from Renter’s deposit or invoiced to the Renter per LeMoyne Arts’ current Studio Rental Fee Schedule.

LeMoyne Arts accepts all major credit cards and forms of digital payment. Please make checks payable to “LeMoyne Arts”.

## **Liability**

As LeMoyne Arts simply provides facilities as described herein—and such provision should in no way be considered an endorsement of or assumption of liability on behalf of a particular Renter—any Renter must assume any and all liability associated with their use of the LeMoyne Arts facilities, including liability for injury to the Renter and Renter’s employees, contractors, clients, students, guests, and any and all visitors during the rental period.

The above in mind, Renter hereby specifically releases, waives and forever discharges LeMoyne Arts and its members, officers, employees, agents, volunteers, and sponsors of and from any and all claims, actions and demands for any damage, loss or injury, including attorney’s fees, which hereafter may be sustained by any person in connection with or relating to Renter’s use of LeMoyne Arts’ programs and facilities.

In addition, Renter hereby indemnifies and holds harmless LeMoyne Arts and its members, officers, employees, agents, servants, volunteers and sponsors, from and against any and all claims, actions and demands for any damage, loss or injury, including attorney’s fees, which may result from or relate to Renter’s use of LeMoyne Arts’ programs and facilities.

## **Insurance and Waivers**

Pending the scope of activities described herein by the Renter, LeMoyne Arts may, in its sole discretion, require Renter to procure additional insurance naming LeMoyne Arts as an insured party, and may further require Renter to secure signed releases, in the form dictated solely by LeMoyne Arts, from Renter’s employees, contractors, clients, students, guests, and any and all visitors. Exceeding the scope of activities provided in this submission shall be grounds for immediate termination of the Agreement and ejection from LeMoyne Arts facilities.

## **Condition of the Facilities**

LeMoyne Arts agrees to provide facilities as detailed in this Agreement and will ensure all Studio(s) provided to the Renter as part of this Agreement are safe, satisfactorily clean and habitable, and their contents are in undamaged condition and suitable for the agreed upon use and free from disturbances which might adversely affect the Event or its participants during Rental Period.

As the studios are regularly used for community art programming, studio conditions may vary slightly from day to day. Studios are maintained and cleaned regularly by Education Staff. Instructors and renters are expected to clean the studio after their class or rental and return it to safe, clean working condition.

The Renter agrees they will inspect the desired facilities and, unless otherwise noted in writing prior to occupancy, the facilities are safe, clean and habitable, and their contents are in undamaged condition and suitable for the agreed upon use. Renter further agrees to exercise reasonable care in the use of said facilities, to exercise the same degree of care with the contents thereof, and to assume responsibility for damages caused by Renter and their employees, contractors, clients, students, guests, and visitors. Renter will promptly pay to replace or repair any and all damaged property, subject to the LeMoyne Arts Education Director’s approval.

In addition, the Renter assumes any and all responsibility for returning the desired facility to a safe, clean, habitable condition before they leave. The Renter must ensure all lights and equipment are turned off, tables cleaned off, and trash thrown away. If not left in clean condition, a \$100 cleaning fee will be due to LeMoyne Arts. No personal equipment, belongings, or material may be left in the facility without prior written permission; unless otherwise agreed, property abandoned for more than 24 hours after rental ends will be deemed property of Lemoyne Arts.

## **Studio Rules and Considerations**

Renter agrees that they have received the studio rules and will abide by them.

Prime times for LeMoyné classes are Monday through Thursday evenings, and Saturday mornings during LeMoyné's class sessions. Because prime times are extremely valuable class times, their availability to renters may be limited.

A fee schedule may be requested.

## **Parking**

Limited LeMoyné Campus parking is available at the LeMoyné Arts Education Center and Studios of LeMoyné, and overflow parking is also available at the lower lot of Capital City Bank (corner of Tennessee St. and N. Gadsden St.). Although LeMoyné Arts will make reasonable efforts to accommodate parking for the Renter and its employees and guests, the Renter agrees that Renter and their guests shall be responsible for their own parking accommodations, and to abide by reasonable directives as provided by LeMoyné Arts and its staff.

## **Termination and Cancellation**

**Cancellation by Renter:** If Renter cancels the Event with 90+ days written notice, Renter will receive a full refund of any Deposit or Rental Fees paid. If Renter cancels the Event with less than 90 days notice but 30+ days written notice, Renter shall forfeit the Deposit and receive a full refund of any Rental Fees paid. If Renter cancels the Event with less than 30 days written notice or fails to provide written notice of cancellation, LeMoyné shall retain all Deposit and Rental Fees paid. Cancellation of an event must be in writing and sent to the Studio Manager at [studios@lemoyne.org](mailto:studios@lemoyne.org).

**Force Majeure:** In the event the premises are destroyed either wholly or partially by fire, windstorm, tornado, water, or other such event so that in the opinion of LeMoyné Arts the Event cannot safely take place then, this Agreement shall be terminated. In such an event, LeMoyné Arts shall have no liabilities to Renter, but will return the Deposit and any Rental Fees received.

## **Safety and Legal Compliance**

The Renter agrees that they will secure any and all necessary permits and comply with all applicable regulations, ordinances, rules, and laws of the State of Florida, the United States, and any applicable subdivision or agency of either. Renter agrees to abide by reasonable safety standards, inclusive of all rules, regulations, and directives provided by LeMoyné Arts and its staff. Drug use, smoking, vaping, open flames, and pyrotechnics prohibited anywhere in LeMoyné Arts facilities or grounds. Raku, saggar, pit, and gas firings will be allowed only in the ceramics pavilion with advance written authorization by LeMoyné. Failure to abide by any provision in this section shall be grounds for immediate termination and ejection from LeMoyné Arts facilities.

## **Miscellaneous**

The terms of this Agreement are contractual and not a mere recital and Renter is subject to legal action either by law or in equity for any breach of this Agreement. In the event LeMoyné Arts is a prevailing party in any litigation against Renter arising out of or in breach of this Agreement, or of the conduct of Renter or Renter's guests, invitees, licensees, agents, employees, or contractors, LeMoyné shall be entitled to recover all legal fees.

**Signatures**

By signing below, all parties agree to the terms of this Agreement and certify they are an authorized agent of any organization, corporation, partnership, association, club, or society for which they are signing this Agreement.

---

<b>Renter Signature</b>	<b>Printed Name and Title</b>	<b>Date</b>
<b>LeMoyne Arts Signature</b>	<b>Printed Name and Title</b>	<b>Date</b>

---