

Facility Rental Agreement

This Agreement between **UDREAM EVENTS** on behalf of Morean Arts Center of St. Petersburg, Florida (hereinafter “**Morean**”) and “**Renter**” for the rental of that portion of the Morean Venue as listed on the Invoice.

Booking Your Professional Vendors: You can confirm your professional vendors based on your event needs. View our Preferred Vendor List for professional vendors who are pre-approved with licensing and insurance on file. All additional vendors require approval prior to contracting services and will include applicable licensing and insurance requirements. Contact us to confirm these vendors via email at info@udreamevents.com.

1. **Beverage:** All beverage & bar catering will be provided in house exclusively by UDREAM EVENTS.
2. **Food:** Our professional catering partners will work with you directly to confirm your catering quotes, service style and menu. Clients must use one of our preferred caterers who have been pre-approved and include applicable licensing, insurance and a vendor contract in house. No outside caterers can be booked without confirming with our venue manager. A new catering vendor requires a consultation with our venue manager. Administrative fee of \$500 will apply to confirm licensing, insurance, vendor contract and on site meeting.
3. **Event rentals, décor, entertainment, and additional vendors:** View our list of Vendor Recommendations for various event services. You are able to confirm additional vendors as needed not listed here as long as they meet our vendor requirements and include applicable licensing & insurance as needed. Connect with us to confirm prior to booking.
4. **Valet:** Valet will be provided exclusively by our partners at Courtesy Valet. This is required for the Morean Center for Clay as there is no parking available for event guests on site. This is recommended at Chihuly Collection for downtown events as parking can be limited.

Facility Rules: Renter agrees to abide by the following Facility Rules and accepts sole responsibility for advising its day of contact, agents, vendors, guest, employees, and subcontractors of the Facility Rules and for ensuing compliance with such rules.

1. A professional event planner is required for all weddings to ensure the timeline, layout and wedding logistics are managed correctly. All events require a planner or day of manager on site during the entirety of your event including vendor load in, setup of event, event timeline and cleanup. Planner will need to confirm applicable insurance with additional insured. A final walkthrough will be completed by the planner and our on-site venue manager to confirm cleaning is complete and the refund of the security deposit.
2. Facility rental guidelines are outlined on the event invoice for total hours of setup, service, and cleanup.
3. If a wedding ceremony requires a rehearsal the facility rental can be booked at \$300 per hour based on availability. Please inquire for availability 30 days prior to your event for available dates and times. As weekends are busy in season and may be booked in the evenings a morning option will also be available for the day before the wedding.

4. Events must end by 10:30 pm so guests may depart, and vendors can clean as needed. Renter must complete event cleanup by 11:59 pm day of event. If your vendors require additional time this must be planned for the event to end earlier as needed. If a pre-arranged time must be scheduled, there will be an additional fee per hour for overtime venue manager staffing and detailed on the Event Invoice. Any overage of time will forfeit the security deposit.
5. Client must confirm the venue Event Logistics Packet upon booking vendors and complete final revisions 30 days prior to event date. This can be emailed to our venue manager to confirm vendors on site and applicable insurance.
6. The Renter must provide a complete list of all vendors, companies or persons providing services who will be on premises on the Event Logistics file. Licensing and insurance requirements will be confirmed by UDREAM EVENTS via email. Any vendors, companies or persons providing services who are not on our preferred list and have not been explicitly approved will not be allowed on premises.
7. The Renter must respect the status of the facility and may not screw, nail, bolt, paint, stick on or otherwise permanently affix anything to walls, ceilings, or fixtures. Zip ties and other temporary and non-damaging attachments can be used with written approval via email and must be used and removed when event is complete. Renter and guests may not tamper with any shutters or rolling doors. As this is a historic building, the items are now a permanent fixture. Windows can be opened in the main room if renter chooses to do so.
8. Any equipment that requires rigging must be approved by UDREAM EVENTS and may require our operations manager to setup. Vendors cannot prove riggings items unless approved. This includes string lighting, chandeliers, and hanging décor on rafters.
9. All exterior and interior decorations must be removed after the event and before close of the facility the night of the event. No banners or signs may be hung anywhere in the Morean without advance approval by the Morean. No objects of any sort are to be attached to the walls, curtains, wood beams, or ceilings of the building.
10. Equipment and services requiring permits such as fireworks, cold sparks and other pyrotechnics on premises are strictly prohibited unless approved by venue management in writing on the event invoice.
11. Renter and all vendors must abide by the cleanup checklist listed in the back of house room and leave the facility clean and in same condition as was given after the event. All trash is to be bagged and disposed of in dumpster on premises just near main entrance. Renter is responsible for their vendors and confirming the removal all garbage, debris, and equipment. Your event planner will confirm a final walkthrough with your vendors to confirm space is clean prior to departure and leaving space in same condition as was given after the event.
12. No equipment shall be located or relocated to a location that impedes visitor walkways or emergency exits at any time. No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be blocked.
13. Grand exit items must be contained and completely cleaned concluding event by the client/planner. Any items not cleared will require a cleanup crew next morning and be deducted from the security deposit. This includes confetti and sparklers on the ground. Items banned from city use include cold sparks without permit, fire lanterns and rice.
14. The use of candles is permitted if they are stored in a fireproof container that goes at least 2" past

the wick. This includes glass cylinders and votives. No standalone candles, candle sticks, candelabras or other flammable items can be used outside of this. LED candles of all kinds can be used. Chihuly Collection Events can use candles in the outside space only. Flame is not permitted inside collection space.

15. All items, whether rented or personal, must be picked up by 11:59 pm day of event. Any items left in the building will be disposed of unless agreed to by Morean and Renter via Invoice.

16. Morean Center for Clay exclusively requires that no vehicles may park in the artist spaces located in the grass and dirt lot on premises to left of front entrance (West lot). Parking for all vendors, staff and guests must be directed to the grass lot just past gates (North grass lot). Courtesy Valet will confirm parking instructions for all persons on site. Any vehicles in the artist lot noted above will be towed.

17. The safety of our staff is of utmost importance to us. Any form of harassment of our staff will not be tolerated. In the event that a guest engages in harassment of our staff, the guest will be asked to leave immediately. If the issue persists, the client will be promptly informed, and we reserve the right to involve law enforcement authorities as necessary to ensure the safety of our staff.

18. The security deposit of \$1000 will be forfeited if the Facility Rental Agreement and Facility Rules are not honored.

Rent Payment and Deposits: Rental agreement amount is for use of the facility only and renter will perform its own set-up, tear down, and cleaning of the facility within allotted rental timeline.

A deposit in an amount equal to fifty percent (50%) (The “**Reservation Deposit**”) is due at the time the Renter executes this Agreement. The balance of the Rent is due thirty (30) days prior to the start of the event.

Quote valid for 14 days without signed contract and deposit. Quote is subject to change based on availability. Payable by cash, check, ACH online payment, credit card or wire transfer to “UDREAM EVENTS”. Additional convenience fees will apply for credit card and e-check/ACH payments via contract web link. Any amount of the final payment not paid in full within the Payment Policy Terms will accrue the standard interest under the Florida Statutes. Any returned check is subject to a \$100 or 2% fee, whichever is greater. All wire transfers will include a \$35 bank service fee.

Refunds/Termination: The **Reservation Deposit** is used towards holding the event date and is non-refundable. Any additional payments made towards the balance may be refundable with a request in writing to UDREAM EVENTS via email at least 31 days prior to the event date.

UDREAM EVENTS reserves the right to terminate this facility Rental Agreement at any time on behalf of the Morean if: Renter fails to pay any sum due and owing the Morean when such amount shall become due, Renter fails to perform any of its obligations pursuant to the facility Rental Agreement, the Morean reasonably feels that Renter will not be able to meet its financial obligations hereunder, the institution of bankruptcy proceedings by or against Renter or as otherwise provided in the facility Rental Agreement. This right of termination is in addition to any and all available remedies to the Morean at law or in equity. Termination will be given via written notice to Renter’s email.

Security Deposit: A security deposit will be itemized on your Event Invoice and retained for any damages or failure to comply with facility Rental Agreement and Facility Rules. Deposit to be refunded to client within 30 days concluding event. Any applicable fees will be confirmed via written notice to Renter’s email.

Sales Tax: All Renters will be charged sales tax on any rental or lease payments made to the Morean unless such Renter has submitted a current valid tax exempt certificate in advance of the event.

Insurance Requirements: Renter, at their own expense, shall 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 \$1,000,000 per occurrence and \$2,000,000 aggregate.

The Morean foundation must be listed as an additional insured as follows:

Additional Insured: Morean Arts Center of St. Petersburg, Florida
Mailing address: 719 Central Ave, St. Petersburg, FL 33701

Permitted Uses: Renter shall only use the facility for lawful purposes and has sole responsibility for obtaining any required county, state, or federal license or permit prior to event.

Purpose: The Morean is only to be used for the purposes stated in the Facility Rental Agreement, and any misrepresentation in obtaining this Facility Rental Agreement, or use of the premises for other purposes shall be sufficient grounds for immediate cancellation of the event by the Morean, without obligation of the Morean to reimburse any monies from a deposit or otherwise to Renter, without incurring any other liability to Renter, and without any loss of any right or claim of the Morean against the Renter.

Adult Supervision Required: For the safety of the participants and the Morean facilities, youth events require adult supervision at all times. For events including children, Renter agrees to provide adult supervision in event space and galleries as Renter will be responsible for any damages.

Control of the Morean: It is understood and agreed that the UDREAM EVENTS and the Morean hereby reserves the right to control and manage the Morean and to enforce all rules and regulations for the management and operation of the same. The employees and agents shall have free access at all times to all spaces occupied by Renter, for the purposes stated herein.

Safety and Security: Renter agrees to be solely responsible and liable for the conduct, safety, and security of its guests, employees, agents, vendors, and subcontractors and to take all reasonable actions necessary to ensure their safety and security. This responsibility shall specifically include, but not limited to: a. inspecting the facility for known or hidden dangers and correcting any such dangerous condition or warning Renter's guests, employees, agents, vendors and subcontractors of the dangerous condition; b. employing reasonable security measures to ensure the safe and orderly conduct of all guests, employees, agents, vendors and subcontractors; and c. employing reasonable security measures to prevent non-invitees from entering the facility.

Fire Safety: All fire safety regulations must be strictly observed.

Smoking: There will be NO smoking anywhere within the Morean facilities or at The Chihuly Collection outside garden space.

Merchandise Sales: Renter may offer merchandise for sale in the Morean, provided such merchandise sales are approved by the Morean.

Personal Property: The Morean shall not be responsible for loss or damage to personal property placed in or about the Morean belonging to Renter, its employees, agents, contractors, or invitees, and the Renter shall hold the Morean harmless from all claims arising out of loss or damage to such property.

Pyrotechnics and Live Animals: Use of pyrotechnics, open flames, combustible materials, or live animals (except for service animals) on the Morean's premises is expressly forbidden. In rare cases, permission may be granted by the Morean, at the Morean's sole discretion. Such permission must be requested in writing at least 60 days before the event. Renter will be responsible for all additional fees, including permits, required for such use.

Approvals: All printed materials or media advertising that contain the name of the Morean must receive prior approval from the Morean.

Copyrights and Royalties: Renter agrees to assume all costs arising from the use of patented, licensed, trademarked, franchised, or copyrighted music, materials, devices, processes, or any other rights that may be incurred as a result of any performances presented during the event and any other performance rights. Renter does hereby agree to indemnify, defend, and hold harmless the Morean and its officers from any and all claims or costs, including attorney's fees through appeal, which might arise due to the use or claimed use of such material.

Indemnification: Renter agrees to indemnify and hold UDREAM EVENTS and the Morean and all its officers, board members, and employees free and harmless from any loss, damage, liability, cost, or expense, including reasonable attorney's fees, that may arise during or be caused in any way by such use or occupancy of the facility by the Renter, to any employee, agent, invitee, contractor, or sub-contractor, vendors or associate of the Renter or any other person and/or for injury to any person whatsoever happening on, in, about, or in connection with the facility while the facility is occupied or being used by the Renter except to the extent such injury, loss, damage, liability, cost, or expense results from the willful acts or gross negligence of the Morean.

Waiver of Claims: Renter assumes all risk of damage to property or injury to persons in or about the facility from any cause and hereby releases UDREAM EVETNS and the Morean from damages to the Renter's personal property, for injury to the Renter, and/or the Renter's agents, employees invitees, associates, contractors or any other parties associated with Renter, in or about the facility from any cause arising at any time, except to the extent such damage or injury results from the willful acts or gross negligence of the Morean.

Force Majeure: If for any reason beyond its control, including, but not limited to, accident, act of war, act of God, fire, flood, severe weather conditions or other emergency condition, UDREAM EVENTS and the Morean is unable to perform its obligations under this Agreement, such non-performance is excused, and the Morean may terminate the Agreement without further liability of any nature to Renter. Renter's sole remedy is a return of the Reservation Deposit and any balance of Rent paid to the Morean.

Limitation on Damages: Renter acknowledges and agrees that it may not recover an amount for damages resulting from the breach of this Agreement or for any other action(s) taken by UDREAM EVENTS and the Morean that exceeds the amount of Rent or the Reservation Deposit if the balance of the Rent has not been paid at the time of the breach of this Agreement. Further, in no event shall the Morean be liable for indirect or consequential damages of any nature for any reason whatsoever.

Authorized Signors: If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to the Morean that she/he has full authority to

sign such Agreement and that in the event that she/he is not so authorized, she/he will be personally liable for the faithful performance of this Agreement.

Effective Date: This Agreement shall be effective upon payment of the required Reservation Deposit and execution of the Agreement by the last party to sign.

No Assignment: The Renter may not assign its rights under this Agreement.

Attorney's Fees: In the event either party commences litigation against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in such litigation.

Non-Waiver: Failure of either party to exercise any right afforded by the Agreement shall not be deemed a waiver of that right or of any other right.

Venue and Governing Authority: Venue for all civil actions filed related to the enforcement of all rights under this Agreement shall be in Pinellas County, Florida and the laws of Florida shall govern all such proceedings.

Photo/Media Release: Renter irrevocably assigns and grants to UDREAM EVENTS and Morean all rights, title, and interest, including but not limited to copyright, in any and all media (including photographs, video, and audio) taken at Morean venues during the rental period. The Company shall have the right to use and publish such media for marketing and promotional purposes, including but not limited to advertising, website content, social media, and other marketing materials.

Compete Agreement and Modifications: This Agreement contains all understandings between parties and may only be modified. By signing this Facility Rental Agreement, Renter acknowledges having read this Agreement, and understands that this Agreement along with the Facility Rules are binding on both parties.