



Letter of Agreement

Artist/Non-Profit

Please read this document in detail before signing. In addition, please read "Checklist for Renters" which is posted on our website or available at NCFA office.

This letter of agreement shall serve as a contract between the Northampton Center for the Arts ("NCFA") and _____ ("renter") for the following type of event: _____. The following terms and conditions will apply:

- 1. Rent.** Renter will have use of the Bart J. Gordon Ballroom and its backstage rooms for the total fee of \$_____. A schedule is attached. The rental fee does NOT include the use of the adjacent galleries which are available by special arrangement only, in writing, as part of this contract.

PLEASE NOTE THE FOLLOWING: The legal number of occupants of the ballroom is 265 people. NCFA has 200 chairs available at no extra charge. Renter will determine that the number of attendees does not exceed the legal limit.

Rest rooms are located on the second floor, near the elevator.
Direction signs may be posted in the halls and stairways of the building, but absolutely must be removed after the event.

- 2. Time constraints. All events must conclude by the date and time stated on the attached schedule.** In the event that the building is not vacated by the agreed hour, an overtime surcharge of \$100.00 will be charged to renter. All equipment and furnishings provided by the renter must be removed from the NCFA building by the time stated on the attached schedule. It is therefore highly recommended that you carefully consider the amount of time it will take to set up and break down your event. Please take into account that our facility is located on the third

floor and most load-in/out requires the use of the elevator.

3. Technical Needs. All technical needs will be determined two weeks before the scheduled date(s) of the event. NCFA cannot guarantee that last-minute tech changes within two weeks of the scheduled date(s)) will be accommodated. Technical needs include the following: **setup, strike, lights, sound, technical assistance.**

4. Setup and strike. The NCFA will present the ballroom in a clean condition with no obstructions to the conducting of renter's event. The charge for basic chair set-up or strike is \$25.00. Both set-up and strike is \$50.00. The charge for a full set-up or strike, including risers, and chairs is \$60.00. Both set-up and strike is \$120.00.

- Renter will leave the ballroom in a clean condition (depositing trash in the receptacles provided). Please see **9. Cleaning** for additional information.
If renter is doing setup and strike: Renter will make every effort to refrain from scraping chairs, platforms, etc., along ballroom floor. If NCFA's chairs, risers, pedestals, or other equipment are used, renter will return them to their places.
Special note regarding chairs: Each chair stand holds a maximum of 20 chairs.
When placing chairs on the back staircase landing, room must be made for both sets of doors to open completely. Blocking the doors constitutes a fire code violation.

Renter is responsible for any and all damages to any areas of NCFA, its equipment, and common areas of the building beyond normal wear and tear, and is responsible for the total cost of repairing all damages.

5. Lights. There is a charge of \$25.00 for use of the light board. If lights need to be refocused in advance, there is an additional fee of \$15 per hour. Theatrical lights can only be run by an NCFA-approved tech. Fee arrangements should be made directly between the approved tech and the renter. Most of the time, our in-house tech runs lights. This service is included in the \$15 per hour mandatory "operations fee" that is part of this contract.

6. Operations. An employee or duly designated representative of NCFA must open and close the building/performance space for each event. In most cases, this person must remain on the premises during the event. If renter has any questions during the hours covered by this agreement, renter will consult NCFA's representative. The fee for NCFA Operations Manager is \$15.00 per hour or part thereof and includes technical assistance for lights and/or sound.

7. Environmental Controls. The NCFA operations representative will be responsible for heat and air conditioning of the rental space. Under special circumstances, renter will be advised about operation of these controls. During both heating and cooling seasons, renters are NOT to open windows without

permission of the NCFA Operations Manager.

- 8. Sound.** Renter will provide own sound system unless special arrangements for use of the NCFA sound system have been made. There is an additional, single charge of \$25.00 for use of the NCFA system which includes technical assistance during rental period.
- 9. Cleaning.** Following each event/performance, there is a **mandatory** \$75.00 cleaning fee for functions that include food and beverage, \$50 for all other events. Renters are expected to provide their own heavy-duty trash bags. NCFA will handle all trash removal except for recyclable materials which may be deposited in designated bins in the rear of the building.
- 10. Piano.** Use of NCFA's piano may be included in the price of the rental. However, the piano must often be tuned before it is used for performances. Renter must use NCFA's tuner and pay him directly. Approximate cost is \$80. Please refrain from placing anything on top of the piano while using the ballroom.
- 11. Alcohol and Tobacco.** There is absolutely no smoking permitted on the premises of 17 New South St. Renter agrees to act in accordance with any and all State and City laws pertaining to alcohol use and sale, and renter is solely responsible for any and all liability regarding the use and sale of alcohol during this event. Renter will not allow anyone under 21 years of age to drink or sell alcohol. Note: When alcohol is being provided free of charge, it is at the discretion of the caterer or renter to obtain liability insurance. When alcohol is being sold, renter must obtain the appropriate license from the City of Northampton (which requires the submission of proof of liability insurance).
- 12. Insurance.** Renter will provide NCFA with a liability insurance binder naming the "Northampton Center for the Arts" as an additional insured. **OR** Renter agrees to indemnify and hold the NCFA harmless for all costs, damages, actions and liability of every kind in case of any personal injury to any person, or damage to renter's equipment or other property, even if such injury or damage occurs on NCFA premises during the date(s) and time(s) specified in this contract.
- 13. Acts of God.** It is mutually understood that neither party shall be under any liability to perform this contract due to acts or regulations of public or private authorities, labor difficulties, civic tumults, strikes, epidemics or plagues, or any acts of God.
- 14. Payment and Cancellation.** A \$100 deposit is required to confirm a date. This deposit is refundable up to 60 days prior to the event. It is important that a contract is signed at least 30 days prior to the event. Balance of rental is due within 7 days of signed contract and is nonrefundable within the 30 day period preceding the event.

15. Rental Schedule and prices:

The following is a schedule of the rental for _____

Dates, times, and basic rental fee(s):

Set-up/strike fee(s):

Cleaning fee(s):

Operations fee(s):

Technical fee(s) and notes:

Total amount due NCFA: \$_____.

A deposit in the amount of \$_____ has been received by NCFA on_____.

A balance of \$_____ is due on or before_____.

Signatures

This is a legal document that creates binding obligations. If you do not understand it, consult with an attorney before signing. This agreement may be cancelled, modified, or amended only by a written document signed by both NCFA and renter.

Northampton Center for the Arts

Date

Renter -- Please print name

Phone number

Address

Renter -- Signature

Date

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