



Letter of Agreement

Private Events

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 for a customary fee of \$100 as part of this contract.

PLEASE NOTE THE FOLLOWING: The legal number of occupants of the ballroom is 265 people. About 300 people can be accommodated when the galleries are open. Renter will keep track of the number of event attendees so that this legal limit is observed.

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 scheduled. 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 the fact 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 30 days before the scheduled date(s) of the event.** “Tech needs” for private events generally refer to load-in/out of rental and catering equipment. We ask that you provide contact information for your caterer or event planner as soon as possible.

- 4. Setup and strike.** The NCFA will present the ballroom in a clean condition. It is the responsibility of the renter or the caterer/event planner to set up and break down the room under the supervision of the NCFA Operations Manager.
 - Renter will leave the ballroom in a clean condition (depositing trash in the receptacles provided). Please see **9. Cleaning** for additional information. Renter will make every effort to refrain from scraping chairs, platforms, etc., along ballroom floor. If NCFA’s chairs, staging platforms, 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, there is a **mandatory** \$75.00 cleaning fee. This fee applies to proper cleaning of the ballroom and adjacent areas. Renters (or their caterers) are expected to provide heavy-duty trash bags and work together with NCFA to handle all trash removal under the supervision of our Operations Manager. Recyclable materials may be deposited in designated bins in the rear of the building. No food or beverages are to be left in the Center's refrigerator.
- 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 nonrefundable deposit is required to confirm a date. Contracts must be signed least 60 days prior to the event with 1/2 of rental balance (nonrefundable) due at that time. Remainder of rental (nonrefundable) is due 30 days prior to the event.

NOTE: In certain cases, a security deposit in the amount of \$200 may be requested. Renter will be asked to write a separate check to "NCFA." Assuming that the renter has met all terms of this contract, the check will be returned following the event.

15. Rental Schedule and prices:

The following is a schedule of the rental for _____

Dates, times, and basic rental 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_____.

1/2 of the balance of \$_____ is due on or before_____.

Remainder of the 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 address

Renter -- Please print name

Phone number/Email

Caterer or event planner--Please print name and contact information

Renter -- Signature

Caterer/Planner Signature

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