

COMMUNITY ARTS OF ELMIRA Terms and Conditions of Building Use

Building Use Statement

The Community Arts of Elmira (CAE) rooms are available for use by members and the community throughout the year unless they are being used for CAE events or special exhibits. To be eligible for using the building, events must be consistent with the atmosphere of this historic building. CAE is a vital community arts center and multiple events may be scheduled at the same time. The Board of Directors reserves the right to decline the request of any individual or group whose purpose is not in keeping with CAE's mission. In order to preserve CAE and its contents for future generations, we ask that you respect its needs and abide by the following rules, which will insure your satisfaction and maintain the integrity of this historic landmark.

Building Use Agreement and Regulations

Community Arts of Elmira will set up tables and chairs and provide routine cleanup of the event area, as designated in the agreement. CAE will also provide personnel to assist with facility needs and allow guests access to the building if this option is negotiated as part of the agreement. Tablecloths, stemware, audio equipment and video projector are available for use. The client is responsible for all food and beverages, serving items, utensils, linens, audio equipment, decorations, guest tables and guest chairs which are not owned by CAE. The client is responsible to comply with all public/local ordinances and maintain a safe environment for guests. All event-related materials and equipment must be removed from the building the same day as the event, unless prior arrangements have been made. CAE reserves the right to have a CAE staff member in the building at all times during any event and/or close any portion of the building during the period of use.

Food and Drink

Because the CAE does not have a complete kitchen, the client would need to use a professional caterer or prepare food off site, no cooking on-site, in or out-of-doors, is permitted. Only limited food preparation may occur on-site. A small food prep area is available. All food and drink are restricted to the contracted space only. The client shall inform the caterer and guests of this restriction. The caterer or the client must remove all trash and remaining food immediately from the building following the event.

Alcoholic beverages may be served in moderation at events. The client agrees and understands that for use involving the distribution of alcoholic beverages, the client assumes all liability for guests under the influence of alcohol. The client is strongly advised to consult an attorney or insurance agent to determine liability exposure and insurance protection applicable to the client when hosting an event with alcoholic beverages. The client understands that CAE and its insurance will not protect attendees at the event if a lawsuit is brought by a person injured through the activities of a guest under the influence of alcohol. The client or its proxy, such as the catering/management service, must provide in writing the times any third party will be at CAE, e.g. chair delivery, florist or photographer.

The client assumes all responsibility for compliance with New York State Liquor Authority rules. Failure to comply will result in cancellation of the event. At events where alcohol is served a 'damage deposit' may be required.

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Decorations and Equipment

CAE must approve all decorations. Decorating time must be arranged prior to the event and decorations must be removed immediately following the event. Any artwork that may be in the building may not be moved, re-arranged, or used unless permission is given from the board. No flame of any form, silly string or rice is allowed. Birdseed is permitted outside. CAE is a smoke-free facility. Tobacco smoking must remain outdoors (not in entrance ways) and tobacco materials must be extinguished in the outdoor containers. The client is responsible for any damages inflicted by guests to the building, its premises, equipment or art. The 'building use' period begins with the arrival of the caterer or applicant's party on the premises and ends with CAE's close down and departure from the premises. Should the beginning and end times exceed the contracted hours, the client will be billed post-event @ \$100 per hour or part thereof.

Building Use Costs

While CAE does not charge rent for building use, a "facility fee" is required for the proportionate sharing of costs (heat, light, admin costs etc.); these fee guidelines are set annually in April by the Board.

In some instances, a security deposit will be assessed. The size of the group and which section of the building is being used will determine the amount of the deposit. In the event of damage, all or part of the deposit will be used for repair or replacement. If there is no damage or any fee unpaid, the deposit will be refunded in full or applied against any unpaid fees.

Half payment will be due to reserve and full payment will be due prior to using the facility. In case of repeated use, arrangements will be made for payments on a regular schedule. If there is a cancellation, the fee shall be returned in full if CAE is given one week's notice and have incurred no costs relative to the event, e.g. heat, set up, admin etc. Costs will be subtracted from the fee paid. There will be no refund if CAE is forced to cancel/close the event due to behavior deemed unsafe or the client's failure to comply with the terms of the agreement.

Violations of the rules set forth in this policy will result in denial of future use.

I understand and agree to the above Terms and Conditions of Building Use

Signature

Date

Printed Name