

THE REFINERY CREATOR SPACE

The Refinery Creator Space is located in Asheville's lively South Slope Innovation District. Housing ten artists, five arts organizations, The Asheville Area Arts Council, two gallery spaces and a media lab, the Refinery Creator Space is a unique location to host your event. Studio renters, host organizations and the general public can rent the galleries and the media lab for classes, camps, programs, or other events on a first come first served basis, and must be arranged with the studio manager at least two weeks in advance. All use of the space will be scheduled, contracted, and paid for prior to the event occurrence. The AAAC reserves the right to refuse rental for any event deemed inappropriate for the space or potentially damaging to the facilities or artwork.

CAPACITY

Exhibition Hall: 123 people standing, 1885 sq ft, concrete floors
 Front Gallery: 35 people standing, 350 sq ft, tiled floors
 Media Lab: 15 people seated, 520 sq ft, tiled floors

Please Note: art exhibitions are continually on view in the Exhibition Hall and Front Gallery. No art may be moved for an event.

Base Room Rental Hourly Rates*:

	<i>During business hours: Monday-Friday 10am-5pm</i>	<i>After hours: Monday-Friday 5pm-12am Saturday-Sunday 10am-12am</i>
Tenants & Non-profits	\$30/hour*	\$70/hour* + \$20/hr staffing fee
3 rd Party	\$60/hour*	\$180/hour* + \$20/hr staffing fee

Room Rental Daily Rates*:

To reserve an event room for a full day or more, we require at least 30 days advanced notice to ensure that regular programming is not disrupted. All uses will be scheduled, contracted and a \$75 deposit paid 30 days prior to the event occurrence.

	<i>During business hours: Monday-Friday 10am-5pm</i>	<i>Saturday & Sunday 10am-5pm</i>
Tenants & Non-profits	\$200/day*	\$450/day* + \$20/hr staffing fee
3 rd Party	\$400/day*	\$1000/day* + \$20/hr staffing fee

*Rental fees are based on events with 40 or fewer attendees; for events with more than 40 attendees expected, please contact Maggie at the AAAC for rental rates. Rental fees are subject to change based on increased amenities, staffing needs, or other additional equipment/rental needs. Unless requested in advance, Lessee must provide all equipment, tables, chairs, AV, etc.

For more information, please contact Maggie at maggie@ashevillearts.com

Lessor (company contact): _____	Type of Event: _____
Company Name: _____	Date of Event: _____
Address: _____	Hours: _____ to _____
_____	Access beginning _____ ending _____
Phone: _____	Est. Attendance: _____
Email: _____	Total Fee*: _____ Deposit*: _____

**2.75% fee for swiped CC transaction, 3.75% + \$0.15 for manually-entered CC transaction*

Building Rules and Regulations must be adhered to at all times during events. Attendance may not exceed posted occupancy limits in the building. The Lessee is charged with ensuring the terms of the Event Rental Agreement are followed. Any parties not upholding the community standards included in the contract will be in breach and will not be able to utilize the event spaces further. An AAAC staff member is required to be on site to oversee the Event (including set-up and clean-up time).

RENTER RESPONSIBILITY

- Items may not be stored or dropped at The Refinery Creator Space outside the scheduled event time without prior approval of the studio manager at the AAAC. Lessee is responsible for cleaning of event space and equipment after the event. Cleaning of the event space includes: sweeping the floor; mopping as needed; removing waste and recyclables from event space, bathrooms, and kitchen; sweeping, mopping, and wiping counters in the kitchen as needed. Rented equipment should be gathered stacked for removal, and put back in storage where applicable. Lessor will provide garbage bags, dish detergent, and cleaning supplies.
- Decorations that affect the Gallery Space displays in any way must be approved before the Event. Decorations such as confetti, rice, and glitter are **not permitted**.
- No artwork shall be relocated or removed for an event.
- Lessee assumes responsibility in the case of damage to or theft of artwork. Lessee will be charged at the cost of the piece damaged or the cost of repairs at the discretion of the artist.

PARKING

Street parking available. Parking garages are several blocks away.

DEPOSIT

Events over \$75 in rental fees require a deposit in the amount of \$75, which can be applied to the total expense of the rental. For events that are less than \$75 in rental fees the full balance must be paid prior to the event taking place. For events with expected attendance over 75 persons, a credit card must be on file in case damages occur.

EQUIPMENT

If the Lessee needs equipment, tables, chairs, projectors, screens, this must be arranged in advance and additional charges may apply. AV needs will be addressed in a separate equipment rental Agreement. If the Lessee would like to contract catering or equipment from an outside company, information regarding drop off and pick time of contracted amenities must be shared with the AAAC.

ALCOHOL

In the event the organizer wants to have alcohol served or sold at the event, they are required to secure a permit from the ABC and submit the approved permit to the Lessor prior to the start of the event. In the case of alcohol sales, the Lessee agrees to carry event insurance to cover liability. The Lessee is responsible for assuring compliance by its staff, including caterer, of all conditions of such permits for the serving of alcoholic beverages. ***Please note:** the ABC commission now requires 30 days to apply for special permits.

STAFFING, SECURITY & FINAL LOCK-UP

A staff member of the AAAC is required to be present during all events. If the Lessee requires staff for the event, they will be required to hire their own contractors for service staff, bartenders, security, or caterers. It is the sole responsibility of the Lessee to provide security for their event. For the safety and security of the tenants, event Lessees, and attendees, please keep to designated areas only. The contract signatory/event coordinator is responsible for coordinating the final lock-up and shut down of the facility with the AAAC staff member on hand.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults". Lessee agrees to leave the Facility in the same condition it was received.

INSURANCE

Lessee agrees that it shall provide general liability insurance for any event that intends to serve or sell alcohol. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility. The event organizer must name the AAAC and EWC as additional insured on event policies.

INDEMNITY

To the extent not provided by the insurance referred to above, Lessee shall indemnify and hold the Lessor harmless from any claim, loss, or liability which may result from the wrongful acts or negligence of the Lessee, its employees, agents or guests arising out of the event.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee and Lessee will forfeit their original deposit. If Lessee or its affiliate leases studio space in the Refinery, Lessee acknowledges that a breach of this Agreement shall constitute a cross-default under such other lease Agreement.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor. **It is the responsibility of the Lessee to restore the facility to its original condition, as received prior to use including all common areas, parking areas, and outside areas.** If the Lessee does not leave the facility in an acceptable condition, as deemed by the Lessor, the Lessee shall be charged an additional cleaning fee of \$50/hour.



Event Rental Guidelines and Agreement

CANCELLATION

Lessee may cancel this Agreement at any time up to 5 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this Agreement less than 5 days prior to the Event Date, Lessee will be charged 20% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations less than 72 hours prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor. Lessor may cancel this Agreement with prior notice to Lessee; in such case, the entire deposit received from Lessee shall be returned, which shall constitute Lessee's exclusive remedy.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of North Carolina.

BINDING AGREEMENT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may not be amended except by instrument in writing executed by each of the parties hereto.

SIGNATORIES

This Agreement is made between the Asheville Area Arts Council (Lessor) and by

_____ (Lessee), representing

_____ for the lease of the _____ (space)

at The Refinery Creator Space under the above terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____ (date).

LESSOR

Asheville Area Arts Council

By: _____ date: _____

AAAC Representative

LESSEE

Renter Name:

By: _____ date: _____

Final Checklist for Event Rental Agreement

Lessee: _____

Lessor: Asheville Area Arts Council _____

Payment received: _____