



# RENTAL CONTRACT

05/16/08

## RENTAL CONTRACT

---

**Below is a sample of the contract for renting space from Black Creek Arts Council. An original copy of this form will be provided by the Arts Council for signing. This sample is for informational purposes only:**

In consideration of the granting of this Lease by Lessor to Lessee, and other valuable considerations, Lessee, or agent thereof, duly authorized, hereby agrees with Lessor, to abide by all Lessor's Board Policies and its Rules and Regulations, governing the use of said facility/facilities and/or the equipment leased.

These policies include but are not limited to the following and should be relayed to attending parties:

1. Artwork in the Gallery takes precedence over sets and/or event decorations Set-up should be arranged by Black Creek staff to ensure protection of artwork and should not be rearranged without approval from Black Creek Staff. Damage to artwork will result in its purchase.
2. Smoking is not permitted anywhere on the Black Creek Arts Council grounds.
3. No animals permitted in the buildings at any time, except for required by persons with disabilities.
4. Groups and individuals using the facilities are responsible for requesting in advance the equipment they will need. Chairs and tables are available for rent by Black Creek Arts Council for an additional charge. Black Creek Arts Council does not provide linens.
5. No more than \_\_\_ tickets may be sold for an event held in the Black Creek Arts Council.
6. When renting any of the facilities, Lessee will be charged from the agreed upon start time until the facility is vacated. The Lessee will be responsible for clearing the Facility of patrons for the custodian to secure the building.
7. Use of Black Creek Arts Council staff is not part of the rental agreement.

Furthermore, in consideration of the granting of this Lease by Lessor to Lessee, Lessee agrees to indemnify and hold Lessor harmless (including the payments of reasonable attorney's fee if such are required) in the event Lessor shall become involved in any proceeding whatsoever arising from the Lessee's use of the premises, which in any way constitute the alleged violation during the term of this Lease, of any ordinance or law of Darlington County, the City of Hartsville, or any regulation or Statute of the State of South Carolina.

In the event that Lessee hereunder contemplates the serving of any alcoholic beverage whatsoever, Lessee, in consideration of granting of this Lease by Lessor to Lessee, hereby undertakes to apply for, process by itself, and pay for any License required by the SC Alcoholic Beverage Control Commission. Any failure by Lessee so to comply with this provision shall immediately invoke the indemnification provision set forth above.

The BCAC is prohibited by law from renting its facilities to anyone for political fundraising.

In considering applications for rental and use of the facilities, the BCAC does not discriminate or segregate on the grounds of race, color, religion or national origin.