

MCA LEASE AGREEMENT

Today's Date: _____



This agreement is between **Marion Cultural Alliance, Inc. (MCA)** and the Lessee listed below for limited use of the following facility:

Brick City Center for the Arts

23 SW Broadway Street, Ocala, FL 34471

Contact: gallery@mcaocala.com | 352-369-1500**LESSEE:** Organization Individual: _____

Contact Person: _____

Address: _____

Best Phone: _____ Email: _____

*Event Name: _____

*Type of Event: _____

*Requested Date and Time: _____

Marion Cultural Alliance, Inc., (MCA) a 501(C) 3 non-profit organization, operates *Brick City Center for the Arts* (BCCA) to further its mission of supporting the arts and cultural activity in Marion County. BCCA is a historic building that is owned by the City of Ocala, operated as an art center since 1992. Monies earned through rentals assist in funding the operation and maintenance of the building, keeping it available for the public in the heart of historic downtown Ocala.

BCCA consists of a main gallery, a courtyard area and a non-cooking kitchen in which food can be stored and staged for presentation, the MCA Gallery Shop, and a loft area containing the business office of MCA. The courtyard area is accessible by stairs from the interior. The main gallery area has the capacity for up to 80 people inside, with 40 in the courtyard, which brings the capacity up to 120 people. Use of tables, chairs, patio tables, bar area, and the use of MCA's Clavinova Piano are included in the rental agreement *if needed and requested*.

Important Information Regarding Your Event from the Board at MCA:

MCA wants you to have a wonderful experience in its facilities and does its utmost to provide you with a unique space for your event, maximizing the resources at its disposal. Knowing and understanding the requirements and limitations of time, space, and assistance in this agreement will allow MCA and you to work together to ensure your event is a successful one. **Please read the following important guidelines for renting BCCA.** We welcome your feedback.

- **Preparation:** To ensure a successful event, MCA recommends that all activities of the event be planned out well in advance. Facility needs for event are to be discussed upon booking, but no later than one month prior to event. This includes area set up (tables, chairs, hi-tops, etc.) podiums, portable walls, easels, electrical access, projector, etc. **ALL EVENTS MUST BE CONCLUDED BY 10 pm, unless previously approved by the Events Manager.** Additional hourly fee will apply for any event that extends past the established event end time. (To avoid additional charges, we recommend that you allow 45 minutes for breakdown time) Please make note of all payment and cancellation deadlines, as deposits can be forfeited if these deadlines are not met.
- **Staffing of Event:** is the Lessee's responsibility. MCA will not provide staff to assist. A staff member will be available to open/close the facility. Staff assistance is not included. Lessee's use of the facility for this rental is strictly limited to rental period. No space is available for pre-or post-

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event storage. Lessee contact MUST ensure that all Equipment and furniture rental pick-up and drop-off can be accommodated; however, arrangements and times must be arranged in advance with the Events Manager during initial gallery walk-through. If your event occurs during normal business hours, be aware that the MCA staff will be working in its office in the gallery loft which is accessed through the gallery (BCCA). Sorry, no pets except for official service dogs.

- **Custody & Care of Facility & Artwork:** Special events must be organized so that the works of art are not endangered in any way. Artwork may not be touched, moved, or altered by the Lessee. The Gallery Director can only accommodate movement of fragile artworks. No holes or hanging devices are to be added to the walls, floors, podiums, or portable walls. No table glitter, confetti or bubbles allowed inside the building, or additional cleaning charges will be applied. MCA Gift Shop, bar top and piano are to remain in place. Please ask staff if you have special requests or needs regarding these. ***MCA reserves the right to refuse rental for any events deemed inappropriate for the space or potentially damaging to the artwork.*** Safety is paramount: No candles or open flames at any time. Fire regulations require that the front doors and east side double doors must be unlocked when the building is occupied. The single east side door near the kitchen must be unlocked when there are more than 30 people in the building. The gallery is a no-smoking facility, including the patio and entrances.
- **Liability insurance** documentation must be on file at least 2 weeks prior to event. Events that do not have the appropriate liability insurance will be *canceled* with any all deposits and payments forfeited. Please review insurance provisions carefully to understand & comply with Lessee's responsibilities and liabilities regarding these facilities, their contents, your property, and the actions of your guests. If you are planning on serving alcohol, please pay careful attention to this section of the agreement, and contact MCA with any questions.
- **Set Up & Breakdown, Clean Up:** Lessee is responsible for leaving the facility restored to condition found prior to event. This includes kitchen, floors, and restrooms. ALL WASTE IS TO BE REMOVED BY LESSEE FROM FACILITY (INCLUDING COURTYARD) AT THE END OF THE EVENT. Failure to do so may result in a \$50 fee.
- **Availability of Space:** All pre-show preparation, set up, break down and cleanup must be scheduled within the time frame of the rental agreement. No space can be provided for pre-or post-event storage. If special arrangements need to be made for removal of rentals, please advise. BCCA has a small kitchen space, appropriate for food and beverage service. All materials stored in the cabinets and kitchen are property of MCA and are not available for use. There is no dishwasher or icemaker.

RENTAL INFORMATION - ONE TIME SPECIAL EVENT:

ITEMS INCLUDED IN GALLERY RENTAL – The following items or services shall be included in the INDOOR rental rate. Please check all that apply and list number of requested per item.

Number of 8' tables needed (6 available): _____

Number of 6' tables needed (1 available): _____

Number of 60" round tables (5 available): _____

Number of 35" small round tables (1 available): _____

Number of 32" high-top tables (4 available): _____

Number of chairs needed (75 available): _____

Number of tablecloths renting (\$15 each, black / white / blue): _____

Projector set-up is needed, not needed - (**additional fee of \$50**)

EVENT DATE: _____

LESSEE: _____

GALLERY SPECIAL EVENT RENTAL: \$525 – Min. 3hr rental. \$150 each additional hour.

Courtyard access is included for all indoor gallery rentals, unless specified otherwise.

Party/Reception Dinner Wedding Classroom Other: _____

Ticketed or admission (cost of ticket: _____) OR Free

EXPECTED ATTENDANCE: _____

COURTYARD ONLY: \$175 - Min. 2hr rental, \$90 each additional hour – **NO GALLERY ACCESS.**

Public Private

Party/Reception Performance Wedding Other _____

Ticketed or admission (cost of ticket: _____) OR Free

EXPECTED ATTENDANCE: _____

RECURRING EVENT (Workshop or Meeting): **\$125 per hour**, includes tables and chairs.

Available only during MCA staff hours – please verify availability & details with Events Manager.

Public Private Type of Event: _____

Ticketed or admission (cost of ticket _____) OR Free

Projector & portable screen is needed (Additional Fee) OR Not needed

EXPECTED ATTENDANCE: _____

EVENT SET-UP / BREADOWN: Set-up and decoration plans **MUST** be discussed with the Gallery Manager in advance. A detailed plan must be submitted for all special events two weeks prior to the event. Special events must be organized so that the art on display is not endangered in any way.

Note: MCA reserves the right to refuse rental for any events deemed inappropriate for the space or potentially damaging to the artwork.

Set Up Time: _____ Clean Up Time: _____

Event Decorator: _____ OR Self-Decorated - A detailed plan must be submitted during event walk-through, which should be scheduled two weeks prior to the event.

CATERING: Please see the attached list of approved caterers. *If your caterer is not on the list, they must submit a detailed menu & plan for set up and break down.*

Name of Caterer: _____ OR Self-Catered

Food will be served free of charge

Food will be served w/ price of admission or sold to attendees during event

Food or beverage will NOT be served.

ALCOHOLIC BEVERAGES: Patrons are allowed to bring and serve their own alcoholic beverages at no extra cost. In order to SELL alcohol at BCCA, the lessee will need to issue and provide a special permit issued by the County's Division of Alcoholic Beverages & Tobacco, OR hire a bartending service that has a valid license to sell alcohol in the state of Florida.

Alcoholic Beverages will be served FREE of charge OR included w/ price of admission.

Alcoholic Beverages will be SOLD during event – Select Details Below (**Please provide a copy of the special license / permit at least 2 weeks prior to event date**)

Option A: My caterer has an Off Site Liquor License - (If applicable, please provide a copy)

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- Option B: I will hire a Bartending Service with a valid license / Bartenders Certificate of Liability. (If yes, please provide a copy)
- No Alcohol will be served.

INSURANCE: Private Event: My event is a onetime event covered by my homeowner's insurance (please provide certificate by email to gallery@mcaocala.com at least 2 weeks prior to event).
Public Event: I have liability insurance (please provide copy of certificate).

All parties which lease MCA premises must provide a certificate of insurance, including a hold harmless clause in favor of MCA, with a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate of General Liability with an insurance company authorized to do business in the state of Florida. Marion Cultural Alliance and the City of Ocala are to be shown as additional named insured.

Your insurance must indicate the following: "The renter is responsible for all injury or damage of any kind to person or property arising out of any act or omission of the renter, its employees, agents, contractors or guests in connection with its use of the Brick City Center for the Arts. The renter shall indemnify and hold harmless Marion Cultural Alliance, its Board of Directors, officers, agents and employees against any and all damages, claims, expenses or other liability due to personal injury or death, or damage to property arising out of any act or omissions of the renters, its employees, agents, contractors or guests in connection with its use of MCA facilities."

Lessee holds MCA harmless for any damages to the artwork or property while at Brick City Center for the Arts as part of an exhibit or event and accepts responsibility for any damages caused to the facility or contents by me or any guests of my event, including artwork exhibited and owned by others.

CANCELLATIONS: Please follow payment deadlines. Deposits are non-refundable regardless of reason for cancellation. No exceptions will be made even in cases of hardship.

PATIO: Please note that the public may gain unauthorized access to patio, and any property located there is at additional risk of theft or loss. MCA will not be held responsible for lost/stolen items.

PLEASE CHECK AND CONFIRM YOU ACKNOWLEDGE THE FOLLOWING:

Lessee understands that the gallery will be CLOSED to the public (unless otherwise requested) during event, and that the gallery will contain art that may not be removed or moved without permission of, and only by, MCA staff or designees.

Lessee must ensure that all catering crew members, bartenders, servers, and any other hired staff for your event are paid and out of the building before lessee leaves.

Lessee understands that they are responsible for event set up and clean up immediately after event concludes, and that all leftover food, drinks and/or WASTE must be removed by the lessee and/or the hired catering company at the end of the event. A \$50 refundable fee is required to ensure facility is left as found.

Lessee agrees to be solely responsible and liable for the conduct, safety, and security of its guests, employees, agents, vendors, and subcontractors and to take all reasonable actions necessary to ensure their safety and security. This responsibility shall specifically include, but not be limited to: keeping the Gallery free of dangerous conditions and/or warning guests, vendors, and subcontractors of the dangerous condition; employing reasonable security measures to ensure the safe and orderly conduct of all guests, vendors, and subcontractors; and employing reasonable security measures to prevent any uninvited individuals from entering Gallery.

_____ LESSEE'S INITIALS

EVENT DATE: _____

LESSEE: _____

BRICK CITY CENTER FOR THE ARTS RENTAL RATES
Effective January 1, 2023

Gallery and Courtyard 3 Hour Minimum **\$525** includes tables & chair setup
 Each additional hour \$150

Courtyard only 2 Hour Minimum **\$175** includes patio tables & chairs
 Each additional hour \$90

Meeting or Workshop **\$125** per hour

Tablecloths (black, white, or navy blue) **\$15** each

Cleaning Deposit **\$50** Credit Card or Cash (NO Checks)
 Refundable only if all trash/waste is removed and the facility is left as found.

FL State Rental Tax – 6.5% of total rental cost, collected with final payment.

A 50% DEPOSIT IS REQUIRED WITH CONTRACT TO SECURE YOUR DATE.

Rental Fee	\$
Additional hour(s)	\$
Tablecloths	\$
Deposit	\$
Refundable Cleaning Deposit – Cash or CC \$50	\$
FL State Rental Tax – 6.5%	\$
Balance Due On or Before Event Date	\$

Lessee's authorized signature below indicates agreement to comply with all the terms and conditions of the policies and procedures associated with and incorporated in this Rental Agreement.

Lessee Name Print: _____ **Date:** _____

Signature: _____

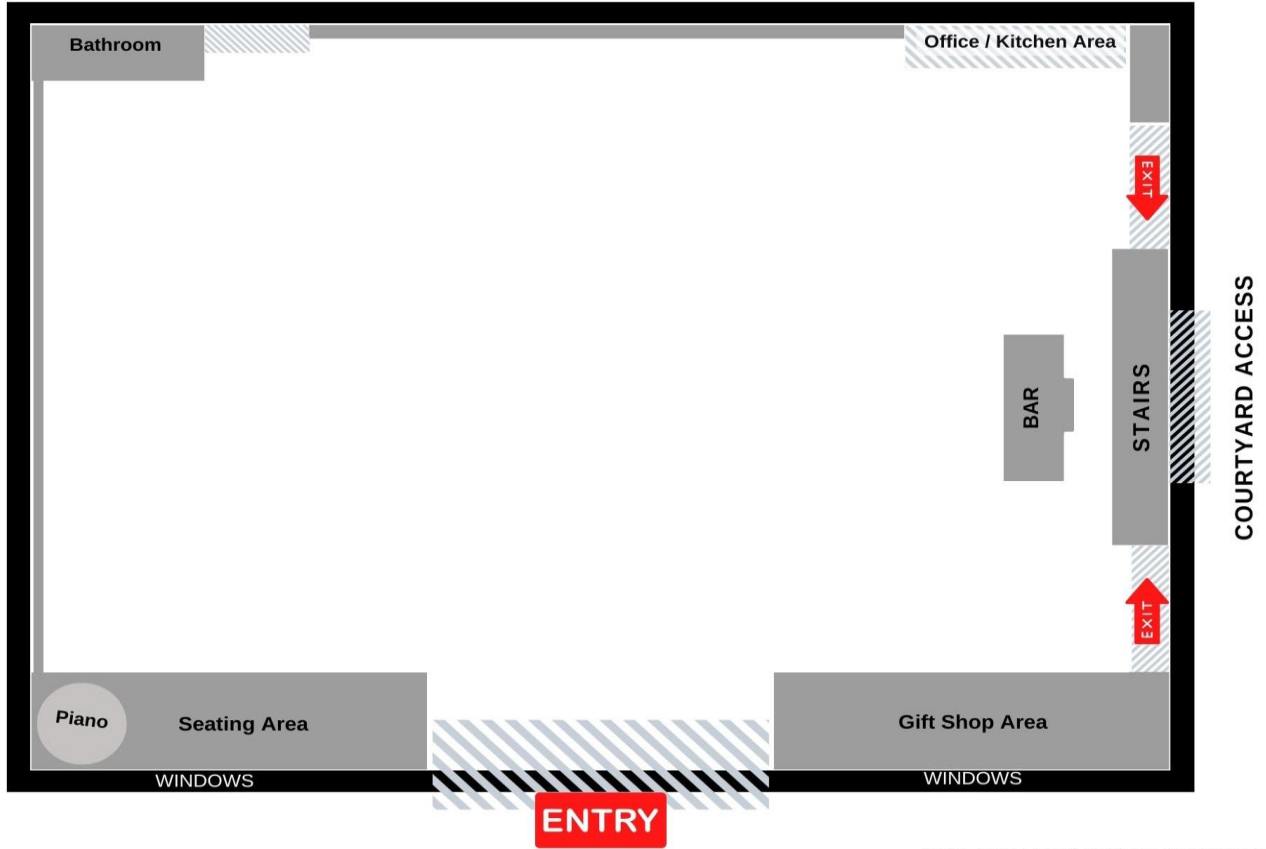
 LESSEE'S INITIALS

List of Approved Catering Companies & Bartending Services:

- La Casella Catering - www.lacasellacatering.com
- The Mojo Grill & Catering - www.ilovemojos.com/catering
- Fresh Green Tomato Catering – www.freshgreentomatocatering.com
- Stella’s Modern Pantry - www.facebook.com/stellasmmodernpantry
- Harry’s Seafood Bar & Grille – www.hookedonharrys.com/catering
- Brick City Southern Kitchen - www.mojobbq.com/catering
- The Fiery Chef - www.thefierychef.com
- Latinos y Mas Catering - www.latinosymas.com/catering
- Brooklyn’s Backyard Catering - www.brooklynsbackyard.com/catering-menu
- Floridian Mobile Bar - <https://floridianmobilebar.com/>
- Marion Bar & Bubbles - <https://www.barandbubbles.com/>
- Publix Deli Catering Services - www.publix.com/publix-catering



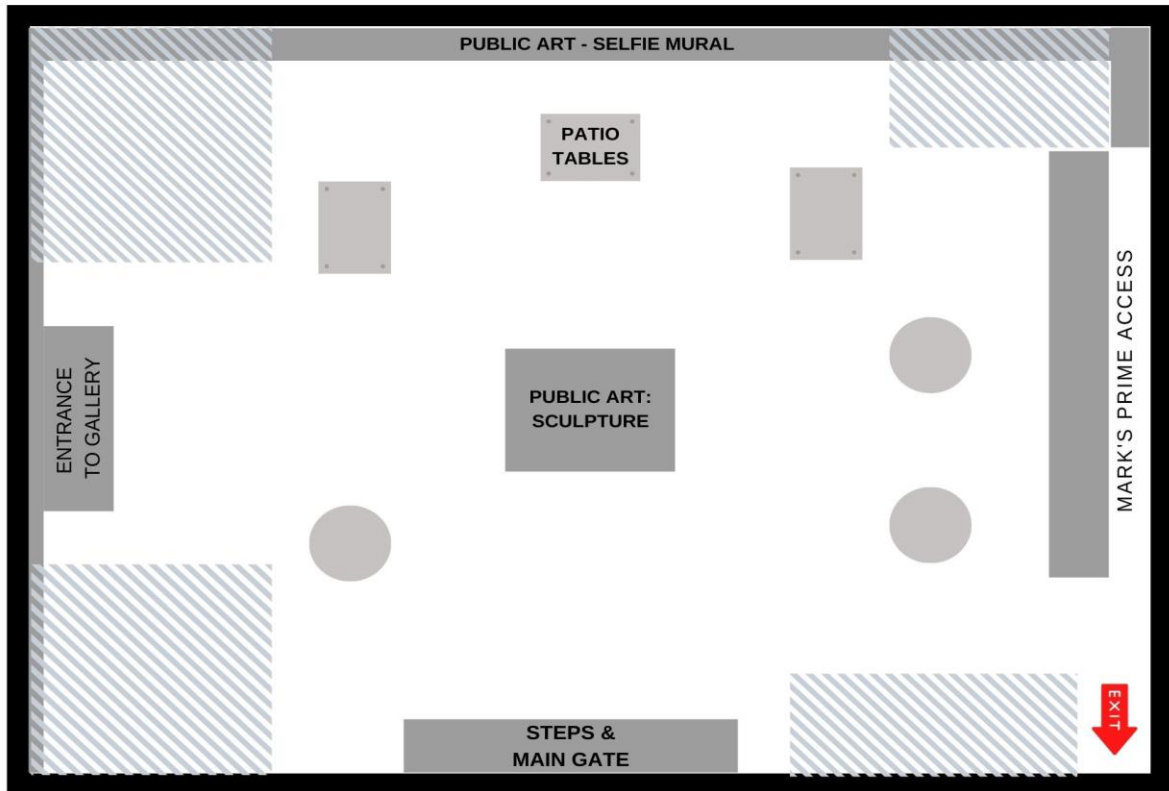
**BRICK CITY CENTER FOR THE ARTS
GALLERY LAYOUT**



MCA GALLERY SPACE (INDOORS)



**MCA COURTYARD LAYOUT
OUTDOOR SPACE - SUBJECT TO WEATHER**



MCA COURTYARD (OUTDOORS)