

Armory Art Center  
1700 Parker Ave.  
West Palm Beach, FL 33401  
(561) 832-1776 voice  
(561) 832-0191 fax

## Facility Use Agreement

### **Availability**

The Armory Art Center (the Center) makes its facilities available to organizations and individuals when it does not conflict with the scheduling and mission of the Center. Because of the character of the Center as an educational and cultural institution, the need for protection of the objects displayed in the building and the building itself, the Center reserves the right to refuse to make its facilities available to any prospective user for any reason whatsoever.

Use of the Center is restricted to hours that do not conflict with the day-to-day operation of the Center and during times when the Armory's maintenance/security staff is on premises. Use of the Center beyond regular staff hours will require additional charges to cover personnel costs.

### **Event Scheduling**

In order to facilitate scheduling and use of the Center, we ask that the user follow the procedures outlined below.

1. Facility Use Application: To reserve a date, please complete a Facility Use Application in its entirety. The application will be reviewed to determine if the facility is available for the requested usage on the requested date(s).
2. Facility Use Agreement: If, based upon the information in the Facility Use Application, the Center is available on the requested date(s) as a venue for your event, this Facility Use Agreement must be signed by an authorized representative of your group or organization and returned together with a check or credit card authorization representing a refundable deposit of 50% of the entire facility use fee (see Armory Art Center Facility Use Fee Schedule) plus 50% of the entire facility use fee. The balance of the facility use fee is due 10 days prior to the event.
3. Return of Deposit: Upon satisfactory inspection of the facility after the conclusion of the event, the refundable security deposit will be returned within 10 days.

**Access**

Facility use date(s) include building access for set-up for the event is no earlier than 8am on any day. Event must conclude by 11pm with tear down/clean-up completed and the building evacuated by 12pm.

**Catering**

Catering negotiations and costs are the sole responsibility of the User. All catering arrangements must be approved by the Armory Art Center. A site visit with the Center's event staff is required prior to the event to discuss the logistics of the event.

No propane or butane powered equipment is permitted in the Center for any event. Open flame of any kind is prohibited.

All catering equipment rental, décor, entertainment and any other services provided by outside vendors will be contracted for and paid by the User. The Armory Art Center is not responsible for lost, stolen or damaged equipment or décor by outside vendors of the User.

**Decorations**

The Armory Art Center must approve all decoration plans for the facility use space at least one week prior to the event. The Center reserves the right to prohibit any decoration considered inappropriate, damaging to the property or a safety hazard.

All equipment and décor, to include but not limited to, plants, floral arrangements, lights, printed materials, gifts, signage, etc. must be removed immediately at the conclusion of the event.

**Publicity and Printed Materials**

Invitation content and all other printed materials, including programs, posters, or public notices including press releases and advertising must be approved by the Armory Art Center's Marketing Department prior to printing or distribution.

The parties agree that no partnership between them regarding any event and use of the facility shall be implied in any way and User agrees to indemnify and hold the Armory Art Center harmless from any claims to the contrary.

**Insurance Requirements**

The Center requires that all individuals, groups, vendors, or organizations using the facility for any event obtain a certificate of insurance from their insurance carrier for the hours of the event inclusive of set-up and break down. This Certificate of Insurance must state that the user has in force bodily injury liability insurance in the amount of \$1,000,000 for each occurrence, and must name the Armory Art Center and its Board of Directors as Additional Insured under the policy for the duration of the event. The Center must receive the Certificate of Insurance at least 2 weeks prior to the event.

User shall indemnify and hold the Center harmless from and against any and all claims, damages, expenses, losses, suits, or causes of action (including reasonable attorney's fees) resulting from or arising in connection with the User's use of the facility.

## Facility Use Agreement

### Acknowledgement Form

I have read and agree to abide by all terms of the Armory Art Center's Facility Use Agreement.

Event:

Date:

Name:

Signature \_\_\_\_\_