Facility Rental Agreement

The San Luis Obispo Museum of Art ("SLOMA" or "Museum") holds a $300 security deposit for every rental. If there is no damage, extra rental time, or additional cleanup required at the end of the rental, the deposit will be returned in full within 2 weeks of the event.

**Payment, Reservations, and Cancellation**

The $300 security deposit and 50% deposit of the rental fee is due with this signed contract. This contract is not valid until approved and countersigned by a SLOMA staff member. The security deposit and rental fee is fully refundable if the event is canceled within 60 days of the proposed date, after which time a 10% service fee will be charged if cancellation occurs. Payment of the remaining rental fee is due by 14 days before the event. Event cancellations on the part of the renter are non-refundable if submitted within 14 days of the event date.

Reservations are made on the basis of availability and with the understanding the Museum reserves the right to cancel with full refund. The Museum retains the right to cancel an event at any point prior to the event should the renter fail to comply with any of the terms contained in this agreement, or due to acts of nature, or special security issues, or other occurrences beyond the control of the Museum. In such instance, the renter will be given as much advance notice as possible and any fees paid will be refunded.

Rental payments can be made by cash, MasterCard, Visa, AmEx, or a check made out to the San Luis Obispo Museum of Art. Any expenses for damages or excess cleaning as a result of the event will be deducted from the security deposit or billed directly to the renter.

**Event Cancellation by the Museum of Art**

The San Luis Obispo Museum of Art has the right to cancel your reservation:

- If the application is found to contain false or misleading information
- If the proposed use would be detrimental to the health, safety, general welfare, or efficient operation of SLOMA or the artwork on view
- If any individual, group, member, or guest willfully or through gross negligence, mistreats the staff, equipment, facility, artwork, or violates state or local ordinance
- If the renting organization or individual fails to pay rental fees in the time provided
- If the renting organization or individual defaults on or has not completed all conditions and requirements for use of the Museum
- If the Museum premises are required for emergency use
- If circumstances arise from natural disasters, power outage, or other unusual situations
- If the renting organization or individual fails to obtain necessary permits or insurance

**Liability**

Your signature as a representative of the group using the building constitutes an agreement to release the San Luis Obispo Museum of Art of all liability during or resulting from your scheduled event. You and/or your group assume all risk of damage to property or injury to persons in or about the space from any cause and hereby release the San Luis Obispo Museum of Art and waive all
claims against the San Luis Obispo Museum of Art for any damages.

The representative of the group using the building must be at least 21 years of age and assumes liability and responsibility for any and all breakage, loss, or damage to the building or its contents occurring during or incident to its use by the group. Renting parties must provide a copy of a Certificate of Insurance to the Museum reflecting the Museum is an additional named insured prior to the beginning of the event. SLOMA and its staff are not responsible for claims for personal injury or death, or for damage to or loss of property related to the rental of or occurring at the Museum property.

Decorations, Setup, and Breakdown
All deliveries and pick-ups (food, flowers, sound equipment, etc.) must be coordinated and scheduled with SLOMA. Please seek advice from SLOMA staff before decorating. Any decorations must be approved by SLOMA staff in advance. No decorations may be hung on SLOMA's walls, entrances, or ceilings or otherwise interfere with or obstruct exhibitions or access. Messages with political or religious content are prohibited from being displayed outside the building. Posters and publicity must be approved by the Museum in advance. Unapproved publicity may be cause for cancellation.

Noise, Cleanup, and Access
On the date of the event, the Museum will be opened and closed by a SLOMA staff member. The staff member shall have access to the facility at all times and shall not be excluded for any reason. SLOMA staff may photograph or videotape attendees and use such photos or videos to promote SLOMA programs. All images are the property of SLOMA.

Music volume should not exceed 60 dB (background music) and must be lowered at the request of SLOMA staff. SLOMA is in a mixed residential neighborhood. Per San Luis Obispo City ordinance, there can be no loud sounds coming from the building after 10 pm. Please be courteous to our neighbors when leaving the premises.

Complete your own set up and clean up and provide your own utensils, cups, etc. and please recycle when possible. Please leave the building as it was found. In the event that cleaning is necessary after the renter has left the premises, a payment of $50 per hour will be deducted from the security deposit. Breakdown must conclude by the time listed on this contract. Additional time is subject to a pro-rated deduction from the security deposit rounded up to the nearest hour. Unused rental time is not refundable.

Safety
No open flames or candles are permitted. SLOMA is a smoke-free building. State law prohibits smoking within twenty (20) feet of public entrances. All exits must remain free from obstruction at all times. The number of people in the space rented must not exceed the maximum allowed per this contract. The Museum has the right to require a security guard be present for any event on the premises. Fresh flowers should be fumigated against pests before arrival to the Museum.

Food and Drink
Temperate use of alcohol will be permitted with prior authorization from SLOMA staff. An ABC licence is required for events open to the public that are serving alcohol or any event selling alcohol, either public or private. The renting group is responsible for complying with state laws regarding minimum drinking age during the event. A private party serving alcohol for no fee does not require an ABC permit. Event guests that are visibly intoxicated or under the influence of a controlled substance will be escorted off the premises.
Food may be prepped in the Nybak Gallery with catering equipment. No kitchen equipment is available on site except a small sink and microwave in the Nybak Gallery. “Sterno” cans are permissible for catering purposes.

**Waste Disposal**
The sink in the Nybak Gallery does not contain a garbage disposal. As such, please do not dispose of food waste down the sink. If the drain becomes clogged as a result of careless waste disposal, the renting party will be billed for resulting plumbing services. SLOMA can provide waste and recycle bins as needed.

DO NOT pour oil, non water-based, or toxic liquids down the sinks or toilets that could harm the environment or damage/clog the sewage system. Discuss with SLOMA staff alternatives for disposing of any questionable substances. The use of turpentine is prohibited. Odorless turpenoids are permissible and must be disposed of properly. Our pipes are old; please be nice to them.

**Walk Through Prior to Event**
It is required that the renting party complete a walk-through of the facility prior to the event (including whoever is performing the event setup). For rentals incorporating multiple vendors or elaborate setups (like wedding receptions) vendor reps are also recommended to complete a walk-through or correspond with the SLOMA rental coordinator to discuss deliveries, timeline, and layout. Site plans available by request.

**GENERAL INFORMATION**

**Artwork and Lighting**
The artwork on view should never be touched or removed by non-staff. Do not attempt to move any Museum signage, pedestals, sculptures, or two-dimensional works or adjust gallery lighting. Equipment must be at least three (3) feet away from walls and at least five (5) from artwork. SLOMA staff may require the movement of equipment for artwork safety. The Museum will not remove artwork if it does not suit the tastes of the rental party or guests. Exhibitions are subject to change between the booking of an event and the event date. SLOMA staff will make every effort to alert representatives of booked events of changes in advance of the event.

**Building Entrances**
It is preferred that your guests use the Mission Plaza double doors. Should you need to use the Broad Street door, a SLOMA staff member will be stationed at that entrance for security purposes. Guests may arrive for Nybak Gallery events through the back deck door if that is more convenient.

**Parking**
Metered parking is available across Broad and Monterey Streets in the public lots or on the surface streets. There is a public parking garage located by the Palm Theater at the corner of Chorro and Palm and also near the Library at Palm and Morro. Visit the City of SLO’s parking services website at https://www.slocity.org/government/department-directory/public-works/parking-services for current parking fees and hours.

**Climate Control**
Please note that there is no air conditioning in the building. Complimentary use of space heaters and cooling fans is available upon request.

**Restrooms**
There are one all-gender and accessible public restroom available on the main floor. Please notify SLOMA staff immediately if there are any plumbing or supply issues.
Please indicate your agreement to these rental conditions by signing and returning this agreement to the San Luis Obispo Museum of Art office for approval.

The San Luis Obispo Museum of Art will provide the following:

- A clean and orderly space
- An orientation to the building and equipment use
- Staff to unlock the doors and lock up after the event

Fees for one-time use, up to four (4) hours including setup and breakdown. Additional time is available for a pro-rated hourly fee. **501(c)(3) nonprofit organizations are eligible for a 25% discount on rental fees.**

<table>
<thead>
<tr>
<th>Event Space</th>
<th>Sq. Footage</th>
<th>Seated Capacity*</th>
<th>Base Rental</th>
</tr>
</thead>
<tbody>
<tr>
<td>Museum Main Level (Gray Gallery, McMeen Gallery, and Nybak Gallery)</td>
<td>2,375</td>
<td>100 in Gray Wing 30 in Nybak Standing Cap: 200</td>
<td>$2000</td>
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</tbody>
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* Can change depending on current exhibitions and your unique event ideas. Please confer with SLOMA staff.

**Renting Party Contact Information**

Rental Party/Parties: ____________________________________________________________________

Address: ______________________________________ City, State, Zip: ____________________________

Phone: _________________________________ Email: _________________________________________

Date of Event: __________ Arrival Time: ________ Breakdown Completed By: ________ Total Hrs: ______

Expected Attendance: _____________ Type of Event: __________________________________________

Day-Of Contact (if different from renting party): ________________________________________________

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<thead>
<tr>
<th>Date Paid</th>
<th>Fee</th>
<th>Description</th>
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<tbody>
<tr>
<td></td>
<td>$300</td>
<td>Security Deposit. Due with this signed contract</td>
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<tr>
<td></td>
<td></td>
<td>Rental Fee: 50% due with signed contract</td>
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<td></td>
<td></td>
<td>Rental Fee: remaining balance due 14 days prior to event (due date: ______________)</td>
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<tr>
<td>_____</td>
<td>_____</td>
<td>Total Rental Fee, not including deposit</td>
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Rental contract approved by: _________________________________ Date: ____________________________
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<thead>
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<th>Vendor Name &amp; Rep</th>
<th>Vendor Contact Info</th>
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Notes:

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