

Metamorphic Arts, LLC

Facility Guidelines & Agreement

It is our desire that those who use our facility are able to enjoy it. This document has been set in place to achieve that goal.

Metamorphic Arts, LLC (“LLC”) and the renting individual (“Tenant”) enter into this agreement for the use by the Tenant of the LLC’s building and surrounding property (“Facility”), located at 139 Mines Rd. Blue Hill, ME 04614 under the terms and conditions of this agreement. The Tenant is responsible for compliance with this agreement. The Tenant is required to read, sign and return the *Facility Guidelines & Agreement* as part of the rental relationship. A Tenant is defined as an individual or organization renting the Facility in order to host a party, meeting or class (“Event”) at LLC. “Guests” are defined as individuals attending or present at an Event offered/hosted by Tenant at the Facility. This includes students, party invitees, meeting participants, vendors, and other individuals.

1. TERM. The initial term of this agreement begins and ends on date(s) indicated on the Facility Agreement. Extension of agreement shall be listed in the Term Addendum.

2. FEES & DEPOSITS

- Two (2) hour minimum for all Events. Rental time includes set-up and clean-up times.
- A rental fee will be charged that has been agreed upon by Tenant and LLC and indicated in the Facility Agreement.
- A non-refundable deposit of 50% of the rental fee will be required no less than ten (10) days prior to the Event.
- Entire rental fee is due prior to Event.
- All payments by check can be made out to “Metamorphic Arts, LLC”

3. USE OF PREMISES & EQUIPMENT. Tenant will use the Facility solely for the Event and any preparation, set-up and clean-up related to their Event listed in Facility Agreement.

- Tenant will have non-exclusive use of all common areas on the first floor including: Entry/Mud Area, Restrooms, Kitchen, and Parking Area and Large Performance Space during their event.
- Tenant may use LLC tables, chairs and other equipment* during their Event. If multiple Tenants are at the Facility, priority will be given to those who are using equipment for an Event rather than equipment and space needed for prep-time, set-up or clean-up or administrative use.
- Events requiring the renting of additional equipment (like tables and chairs) is the sole responsibility of the Tenant, including delivery, set-up and return. LLC staff are available to receive and await the pick-up/return of rental equipment at the rate of **\$25/hour**.
- Tenant may use electricity, water, telephone and other utilities in a responsible manner.
- Tenant will not use utilities in any way that may over-load nor interfere with other Tenants or the smooth running of the Facility.
- Heating and Air Conditioning are included and shall be provided for and managed by LLC.
- Tenant will help maintain a clean and debris-free environment. All trash and recycling must be bagged in appropriate containers or as designated by LLC. Excessive cleaning that is deemed necessary by LLC will be billed to the Tenant.

- Additional equipment: LCD projector and sound system including microphone, amplifier, speakers and mixing board. Available to Tenant when trained by LLC.

4. FACILITY WALKTHROUGH. Tenant will participate in a walkthrough with LLC to tour the Facility prior to their Event. Equipment training will be provided as appropriate. As necessary, Tenant will participate in a walkthrough after their Event.

5. FACILITY RULES. Tenant will observe and comply with rules communicated and/or posted in the Facility by LLC.

6. INCLEMENT WEATHER. In the event of inclement weather, Tenant and their Guests will use the Mud Area to store wet, snowy or muddy coats, shoes or other items. LLC will be responsible to plowing the Parking Area and ensuring access to the Facility. PMAL observes the same "Snow Days" as Blue Hill Consolidated School.

7. FOOD & BEVERAGE. Food and beverages are welcome when the following is observed:

- Tenants may use cups, plates, utensils and any other specific kitchenware. Tenants are required to place these items in the dishwasher at the end of their event.
- Tenants must provide disposable plates, cups and other kitchen supplies.
- Tenants may share the refrigerator during their Event and while at the Facility.
- Tenants shall clean up after themselves and their Guests.
- LLC does not provide catering services but can provide Tenant with a list of approved vendors.
- Alcohol may be permitted with approval from LLC. At its discretion LLC may require the tenant to hire an insured bartender.

8. SMOKING. Outside smoking is permitted in designated areas that will be approved on a case-by-case basis. Cigarette butts and other tobacco products must be disposed of in the provided receptacle(s). **Tenant will be billed \$10 per cigarette butt or other tobacco or tobacco product waste found at the Facility that is not properly disposed of.**

9. PERSONAL PROPERTY. Tenant may bring and is solely responsible for any personal items brought to the Facility. Tenant is also responsible for any property of their Guests. Tenant is encouraged to ensure the return of any articles left behind by their Guests. Articles left at LLC for more than thirty (30) days will be considered lost and will be donated to a local charity.

10. ENTRY. Tenant has the right to access the facility during their Event and as appropriate and mutually agreed between Tenant and LLC has the right to be on the premises and in the same area as the Tenant during any portion of the Tenant's Event or presence in the Facility. LLC shall not interfere with the Tenant's business.

11. PARKING. Tenant will have non-exclusive use in common with LLC, other Tenants, their Guests of the non-reserved common automobile parking area, driveways and other footways. LLC reserves the right to designate parking areas. **LLC highly recommends Tenant designate a parking attendant for large gatherings.**

12. FIRE CODE & EMERGENCY PREPAREDNESS. In accordance with local fire codes, the Facility's occupancy may not exceed 120 people. Exterior doors may not be blocked with furniture, boxes or other items. Exterior doors may not be propped open. LLC will ensure that all first-aid kits, smoke detectors, fire extinguishers are current and functioning/in-stock.

13. PROHIBITED USES. Tenant and their Guests will not use the Facility or permit any conduct or activity at the Facility that would increase the existing rate of, nor cause the cancellation of services for insurance upon LLC.

14. ALTERATIONS & IMPROVEMENTS. Alterations and improvements to the Facility are at the discretion of LLC. LLC will provide notification of impending alterations or improvements to the Tenant and do so in the hopes of not disturbing an Event. Tenant may not make any permanent alterations or improvements to the Facility. LLC will take into consideration improvement suggestions made by Tenant for the enhancement of the Facility's role in the community.

15. TAXES & LIABILITY. LLC will pay all property taxes and utilities related to the Facility.

16. DAMAGE, REPAIRS, & INJURY. Tenant will promptly report to LLC all damage, loss of property or personal injury. Tenant assumes full financial responsibility for any and all loss or damage to the Facility for Events held and/or Guests at the Facility as a result of acts of negligence.

17. INSURANCE & LIABILITY. LLC will maintain fire and extended coverage insurance on the Facility in such an amount as it deems appropriate. From time to time, an event may require additional coverage. In those cases, the Tenant will be notified and asked to provide a Certificate of Insurance no later than one (1) week prior to their event.

18. DEFAULT.

- In the event of default made by the Tenant in the payment of rent or other fees or dues to LLC, Tenant will have seven (7) days after receipt of written notice thereof to cure such default.
- In the event default made by Tenant in any other covenant, conditions to be kept, observed, and performed by Tenant, Tenant shall have fourteen (14) days after receipt of written notice thereof to cure such default.
- In the event Tenant fails to cure any default within the time allowed, LLC may declare the term of this Agreement ended by giving Tenant written notice of such intention.
- LLC will use reasonable efforts to remedy situation and mitigate its damages.

19. NOTICE. Any notice required of permitted under this agreement shall be deemed sufficiently given or served or sent by United States certified mail, receipt requested, addressed as indicated in the Facility Agreement. LLC and Tenant shall each have the right to change the place or method notice is to be given by written notice to the other party.

20. COMPLIANCE WITH LAW. Tenant and LLC each shall comply with all local, state, and federal laws, orders, ordinances and other public requirements now or hereafter.

TENANT SIGNATURE: _____

DATE: _____

LLC SIGNATURE: _____

DATE: _____

Contact & Event Information

Name: _____

Business/Organization: (if applicable) _____

Mailing Address: _____

Telephone: _____ Alt Phone: _____

Email Address: _____ Web Site: _____

Complete either Section 1 or 2:

1. Class or Workshop Information *For classes, workshops or other instructional sessions*

Name/Type of Event: _____

Start Date: _____ End Date or Number of Sessions: _____

Reoccurrence: _____

Skipped Dates: _____

Age Range: _____

Estimated Attendance: _____

Event Start Time: (include set-up) _____

Event End Time: (include clean-up) _____

Class Description: _____

2. Event Information

For meetings, parties or other gatherings

Type of Event: _____

Date of Event: _____

Estimated Attendance: _____

Event Start Time: (include set-up) _____ Event End Time: (include clean-up) _____

Will food/beverages be served? _____ Will alcohol be served? _____

I am the individual or an agent of the organization submitting the agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the rules, regulations and conditions of use.

SIGNATURE : _____ PRINT NAME: _____