



FACILITY RENTAL CONTRACT AT FAC

This Agreement is a Contract between the Foundry Art Centre and

(hereinafter referred to as Customer), for the rental of The Foundry Art Centre, 520 North Main Street Center, St. Charles, MO 63301 for a special event. The parties hereby agree as follows: Attached hereto is the information and rate sheet concerning The Foundry Art Centre. Customer agrees to abide by the charges, conditions, and requirements set forth in the attached information and rate sheet.

EVENT INFORMATION

Date of Event: _____ Times of Event: _____

Type of Event/Event Name: _____

Room(s) rented by customer: ___ Ameristar ___ Grand Hall Estimated Number of Guests: _____

Contact Name: _____

Bride: _____ Groom: _____

Full Address: _____

Phone Number: _____ Email: _____

RENTAL RATES

CEREMONY: \$1,000

Must be grouped with a reception. Includes everything below plus two hours for your ceremony if needed. Ceremony time cannot be added to reception time.

LARGE GROUP RENTAL

Grand Hall on Saturday	\$3,800
Grand Hall on Friday:	\$2,700
Grand Hall Mondays-Thursdays	\$2,000
Grand Hall "Winter Pricing" on Saturday	\$2,800 (January- February)

WHAT'S INCLUDED

- Linens are not included but can be provided by the venue/caterer/client.
- Up to 400 white padded chairs
- Table & chair set up the day before/ break down the night of the event.
- Event Venue Coordinator- before and during the event.
- Two planning meetings with custom floor plans (PDF).
- Venue access for event set up between 10:00 AM and 5:00 PM the day of the event.
- 5 hours of event time, 1 hour of clean up/load out time.

- Assistance with design and decor coordination free of charge.
- 150 parking spaces with handicap accessibility.
- Security (off duty police officer).
- Galleries open for first hour during event for guest's viewing pleasure (unless special/traveling exhibition in galleries prevents Foundry access, or if between shows). Please check with staff.
- House sound system, mics, and Wi-Fi.
- Complimentary use of the **GRAU SCHIERDING STAGE**.
 - Approximately 31 ft long, 19 ft deep- front to back stage, & 18 ft high.

SMALL GROUP RENTAL DAY (<100 guests):

Ameristar Gallery: \$100/hour or \$700/day.

SMALL GROUP RENTAL NIGHT (<100)

Ameristar Gallery: \$250/hour

Grand Hall: \$300/hour

WHAT'S INCLUDED

- AMERISTAR: Approximately 1400 sq. ft. located on 1st floor. Accommodates 80 guests seated.
- GRAND HALL: See above.
- Assortment of tables: 60" rounds, 8', 6', tall & short cocktail.
- White linens- Round or rectangular for small groups only.
- Table & chair set up the day before/ break down the night of the event.
- Venue Coordinator- before and during the event.
- Two planning meetings with custom floor plans (PDF).
- Set up time arranged with venue.
- Assistance with design and decor coordination free of charge.
- 150 parking spaces with handicap accessibility.
- House sound system, mics, and Wi-Fi.
- Globe lights

EQUIPMENT & RENTALS

Use of equipment must be pre-scheduled with your Event Coordinator:

1. All tables & chairs required for event (capacity 350) & access to any service/catering tables.
2. FAC set up of all tables and chairs the night before event/removal after the event.
3. Access to facility in a 6-hour block of time between 5:00 PM – 12:00 AM to host your event.
4. Access to decorate tables/space at 10am – 5pm the day of event in preparation for evening.
5. Galleries open for first hour during event for guest's viewing pleasure unless special/traveling exhibition in galleries prevents Foundry access, or if between shows. To be determined through Foundry staff.
6. Security guard (off-duty police officer) if alcoholic beverages are served.
7. Venue Coordinator during the event.

Please check all that apply below (certain options will not apply to Ameristar Gallery rentals):

1. Globe Lights in the Grand Hall
2. Rental of White Sheer Fabric Drapes
3. Grand Hall Projection Screen – 144" high x 188" wide
4. Baby Grand Piano - Yamaha GP Disklavier 0 Model: DGC1
5. Wireless Microphone – SHURE SM58

6. ___ Wireless Lavalier Microphone
7. ___ Grau Schierding Stage – 31’ long x 19’ deep x 18’ high
8. ___ Onsite public parking
9. ___ ADA compliant
10. ___ Access to the kitchen

Rental does not include caterer or linens. Linens may be rented from the facility or provided by caterer or the client. Linen rental from the facility includes set up and removal.

CATERING

Take a look at our amazing preferred caterers.

NON-PREFERRED CATERERS

A non-preferred caterer must be approved by FAC and a liquor license along with all necessary legal documentation must be faxed to FAC 60 days prior to the event.

If a preferred caterer is not used, an up-charge of \$500 will be applied to the event rental fee to be paid in full by the renter. After approval by FAC staff, the non-preferred caterer must sign an agreement with the FAC provided by the Event Manager and pay a \$500 fee.

DEPOSITS, PAYMENTS AND CANCELLATIONS

If the desired date is available, a free of charge 15 day hold may be placed on the date. To confirm an event a reservation deposit of one-third of the total fees as well as a completed and signed contract must be delivered to Foundry Art Centre.

One-third of the total fees are due 90 days prior to the event. At this time, a \$500 security deposit will be due.

All final fees must be paid in full 15 days prior to the event. Damages from the event will be subtracted from the security deposit. **If there are no damages, the \$500 security deposit will be refunded in full within 8 weeks after the close of the event.**

Cancellation Policy: All deposits are non-refundable except for the security deposit.

Reschedule Policy: The Foundry Art Centre will allow one re-schedule per customer. If the customer cancels but re-books another date at the time of cancellation, as long as the cancellation is outside of 180 days (6 months), the FAC will apply the security deposit and any additional monies paid toward the newly booked event. If the reschedule takes place within 6 months of the event, a 10% rescheduling fee on the event total (not including taxes) will be added to the balance.

RULES AND POLICIES

The Customer agrees to strictly follow and observe the conditions and requirements set forth in the attached information and rate sheet.

1. The Foundry is a non-smoking facility – a patio at the front entrance may be utilized for smoking – smokers must properly dispose of cigarette butts in the containers provided.
2. Per MO law, alcohol is allowed in the Foundry only when provided and served by caterer. (Caterer is required to have appropriate liquor permit.) Open containers are prohibited outside the building.
3. Candles are limited and only allowed when placed in votives at least 1 inch taller than the flame when lit, no dripping candle wax is allowed.
4. Rice, feather boas, confetti, glitter, smoke, or bubble machines are not permitted in the Foundry.
5. Using adhesives on the concrete floor, walls, or any surface whether used by caterer, DJ, client, client’s guests, or other persons is not permitted. Such use will result in forfeiture of security deposit.

6. Youth functions are required to have one adult chaperone per 25 children. An attending adult must accompany children attending any event. Children may not run in the galleries or around the balconies. Children visiting the galleries or second floor must be chaperoned by an attending adult. Parents may be asked to remove children who violate these guidelines.
7. Clean up is the responsibility of the customer and/or caterer. Everything that is brought into the building, including flowers, decorations, and debris, is to be removed. Clean up, following termination of the event, must be completed no later than 12:00 AM. Customer will pay double the hourly rate for staff and security guard for any fraction of additional hour(s) past termination time (12:00 AM). Failure to comply will result in forfeiture of security deposit.
8. Space is to be restored to order at the conclusion of the event. Floors must be left clean either by renter or hired caterer. (Kitchen wet mopped, Grand Hall floors swept, trash removed, etc.) An inspection by Foundry staff, along with the satisfaction of other conditions, is contingent with the return of the security deposit.
9. Fighting, wrestling, or any other violent physical activity is strictly forbidden. Any such act undertaken by guests of the customer will result in forfeiture of the security deposit, plus all assessed physical damages caused to the facility, galleries, and/or artwork. Police will also be dispatched for the safety of guests and the Foundry Art Centre.
10. Any and all artwork displayed in the galleries or Grand Hall may not be removed under any circumstance. The customer is responsible for any/all damages or losses to displayed artwork at FAC. Any/all damages will be assessed by the Foundry Staff and will result in forfeiture of security deposit plus additional damages as stated by FAC staff.
11. The Customer agrees that if the Customer or their guests cause any damage or injury to the premises that the customer will be responsible to The Foundry Art Centre for the cost of any such injury or damage. **Such damage includes responsibility for the art located in the Foundry Art Centre Galleries. Should any art piece be damaged, Customer shall be held liable for the cost of said damage.**

Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of such prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues. The Party affected by such force majeure also shall notify the other Party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

The Customer agrees to indemnify and hold harmless The Foundry Art Centre and the City of St. Charles from any claim, loss, damage, whether personal property damage or personal injury caused to any third party, person, or individual, including any damage to The Foundry Art Centre, which indemnification shall include the principal amount of the obligation and attorney's fees incurred by The Foundry Art Centre in enforcing this indemnification obligation.

This document shall be interpreted and construed according to the laws of the State of Missouri.

Customer Signature: _____

Date: _____

Printed Customer Name: _____