



Office of Special Events  
 105 North Union Street, Alexandria, VA 22314  
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**FACILITY USE CONTRACT: Torpedo Factory Art Center (revised 7.2011)**

NAME OF EVENT	GUESTS #	EVENT DATE
RENTER AND/OR COMPANY NAME		
ADDRESS		
CONTACT NAME	PHONE/HOME	
PHONE/WORK	PHONE/CELL	
EMAIL	FAX NUMBER	

This Agreement is by and between the renter identified above ("Renter") and the Torpedo Factory Art Center ("TFAC") for use of the Torpedo Factory Art Center ("TFAC") venue for a private event according to the general terms and conditions set forth below and according to the specifications identified. The parties hereby agree as follows:

**CAPACITY** Renter is responsible for ensuring that attendance at the event in TFAC does not exceed capacity limits so that the building is in compliance with barrier free design standards mandated by the ADA and local fire code ordinances. All Renters and their agents must adhere to these person limits. (Reception limits are exclusive of rental equipment.) The capacity limits for the TFAC venue (each a "Venue") are as follows:

<b>First Floor</b>	Reception: 770	Seated Dinner: 220	Theater-Style: 400
<b>Building</b>	Reception: 1000	Seated Dinner: 300	
<b>Tent on Terrace</b>	Reception: 300	Seated Dinner: 150	
<b>Art League Gallery</b>	Reception: 100	Seated Dinner: 50	

**RENTAL TIME: 5 pm – 1 am**

**RENTAL** In addition to use of the designated Venue in TFAC, the following services are included in the fee:

- ⊕ A TFAC staff person and security guard will be present from the scheduled setup time until cleanup is completed. It should be understood that their duties concern only the security of TFAC property. Additional security is at Renter's request and expense.
- ⊕ Five parking spaces will be reserved in front of the building.

## CONDITIONS

⊕ Reservation of Venue will be confirmed when:

- A/ In the case of individual renters, Renter has submitted proof of being 21 years of age or older.
- B/ TFAC has agreed to the date, time, location, and number of guests;
- C/ A signed copy of this agreement is returned to the Director of Special Events; and,
- D/ A *refundable security deposit* of \$1500 is received by TFAC.

***The deposit may not be used toward rental fee payment.***

⊕ TFAC has no obligation to hold the Venue for Renter unless and until all the elements of the reservation have been submitted and approved by TFAC.

⊕ TFAC reserves the right to refuse rental of its public spaces for events for which there is no bona fide and identifiable sponsor.

⊕ The security deposit will be returned within 60 days or when all accounts are settled, less any expenses incurred to restore the premises to its previous condition. The Renter is liable for overtime fees, additional cleaning charges, and/or damages, incurred as a direct result of the event, in excess of the security deposit.

**TENT** The Renter is responsible for the entire cost of a tent, in addition to the rental fee for the terrace, and is required by the City of Alexandria to apply for, and post, permits for construction and fire. Because of the strict dock and fire department regulations, TFAC maintains the right to approve the tent vendor. Event may NOT begin inside tent before 6 pm.

**RENTAL FEES** Fees must be paid in full - **without deduction from the security deposit** - 45 days prior to the event when an invoice has been received by the client. An invoice will be sent prior to the due date. Rental fees may not be paid by credit card.

**ART INSTALLATIONS.** Renter acknowledges that TFAC is primarily a living art space with regularly changing exhibits and displays of professional and student artists. Therefore, arrangements by Renter for event set-up, catering and music must be approved in advance by TFAC. Upon prior approval of TFAC, artwork or art installations ("artwork") on the first floor may be moved or removed for the event. All other Artwork must remain intact during the Event. If Renter would like artwork removed from the first floor, a request must be received by TFAC at least one (1) week prior to the scheduled event. All artwork must be moved by TFAC. Renter agrees to be fully liable, and to indemnify Torpedo Factory Art Center (TFAA) and TFAC for any costs and damages resulting from Renter or Renter's agents moving artwork, with or without TFAC approval, and for any costs for damage to artwork resulting from excessive sound, unauthorized access to space or other activities that have not received prior written approval of TFAC.

**CONDUCT DURING EVENT.** If at any time during the event, TFAC staff person, in his or her sole discretion, determines that any activity or conduct by Renter, Renter's agents or attendees violates this Agreement or will cause harm to TFAC property, artwork, or property of TFAC resident artists, TFAC staff person may request that the conduct or activity cease or be modified. Renter agrees to comply with such request.

## CERTIFICATE OF INSURANCE

⊕ Renter agrees to assume all responsibility for any injury to persons attending the event, or loss of their property. Renter also agrees to assume responsibility for damage to or theft of TFAC property and artwork and property of TFAC resident artists by anyone attending the event to the extent that the negligence, recklessness, or willful conduct of the TFAC staff does not directly cause any such occurrences.

⊕ Prior to event, Renter must provide a certificate of insurance for bodily injury and property damage liability protection in a combined single limit amount of no less than \$1,000,000 with the "Torpedo Factory Art Center", "Torpedo Factory Art Center", and the "City of Alexandria" as additional insured under such policy for the duration of the event through the day following event.

⊕ Host Liquor Liability is required when Renter supplies own alcoholic beverages.

⊕ TFAC reserves the right to terminate this Agreement and retain the security deposit if Renter fails to provide a certificate of insurance documenting coverage at least 48 hours prior to the day of the event. In this instance, TFAC assumes no responsibility for costs incurred by Renter prior to or as a result of cancellation of the event.

**Please note:** The Torpedo Factory Art Center, its staff, and the Torpedo Factory Art Center are not responsible for any loss of property to Renter, Renter’s agents, or event attendees.

**ABC LICENSE** Renter agrees to obtain an ABC license through the Virginia Department of Alcoholic Beverage Control Board.

**USE OF NAME APPROVAL** Renter must submit, prior to use, proofs for any/all materials where the Art Center’s name is used to the Director of Special Events for approval. (Note: Any description of the Art Center must read as: Torpedo Factory Art Center.)

**PHOTOGRAPHS** TFAC shall have the right to make photographs at the event for the purpose of advertising TFAC. All rights to, and the use of these images shall belong to TFAC.

**CANCELLATION** A cancellation of the Event by Renter will result in the forfeiture of Renter’s security deposit, unless date is rebooked, at which time the security deposit will be returned less a \$250 booking fee.

*I have read this Agreement, understand my responsibility, and agree to the conditions set forth above.*

\_\_\_\_\_  
RENTER’S SIGNATURE DATE

\_\_\_\_\_  
DIRECTOR OF SPECIAL EVENTS DATE

(FOR CORPORATE USE: FEIN 45-0667869)