


A. Agreement entered into _____ by and between Orange County Center for Contemporary Art (OCCCA) and:



orange county center for contemporary art
117 North Sycamore Santa Ana California 92701
714.667.1517
OCCCA.org

CLIENT CONTACT INFO		
Client (USER):		
Contact Name:		
Phone:		
Address:		
Email:		
EVENT INFORMATION		
Type of Event:		
Event Date (mm/dd/yyyy):	Event hours: start / finish time	
Number of Guests:		200 max
Event Coordinator:		
RENTAL FEES		
Rental Fee: \$		TOTAL: \$
Hour Overage: \$		
Security Deposit: \$		

Date Signed

contract revision 3-4-2013

Additional Fees After 11pm see clause #18

B. OCCCA hereby leases to USER between the said hours on the said date A) the above specified area for food service, entertainment, and beverages.

a. The tentative agenda of the USER's event is _____. Timing of the preparation and cleanup with respect to USER's event shall be subject to the mutual agreement of the parties.

A final agenda must be determined no later than six weeks prior to said event date.

b. OCCCA will close no later than 11:00p.m. unless otherwise approved by OCCCA event coordinator. Specific time for exhibit viewing shall be arranged no later than six weeks prior to said event.

c. Because OCCCA is an exhibition gallery, OCCCA reserves the right to change the configuration of the Exhibits and entry areas without notice. OCCCA, however, will act in the best of its ability to keep USER informed of all foreseeable changes.

Administration:

Executive Director:
Stephen Anderson

Assistant Director:
Jeffrey Frisch

Exhibition Director:
Jeff Alu

Treasurer:
Christina Ponce

Secretary:
Robin Repp

Board Members:

Amy Grimm
Sali Heraldez
Katherine Huntoon
David Michael Lee
Joella March
Jon Webb
Kevin Wilkeson

1. Catering. Is up to the discretion of the USER.

2. Care of Facility. USER and its agents agree that they shall use the utmost care not to damage or abuse any of the facilities and shall observe and abide by the regulations for the governance of said facilities as outlined by the OCCCA event coordinator and/or facilities manager. No pyrotechnics or open flames are



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allowed onto the said OCCCA property. OCCCA is open to the public from 12-5pm Thursday through Sunday. All arrangements, including event setup, shall plan around OCCCA day visitors, allowing access to exhibits, restrooms, etc. **The USER is responsible for any and all damages caused by its vendors and/or guests.**

3. Damages to Facility. USER agrees to pay for all damages to the building, equipment, fixtures, furniture and other property arising from, out of, or pertaining to the occupancy of the premises by the USER, its agents, performers or employees except for damage caused directly or indirectly by OCCCA members. Repairs shall be made strictly according to OCCCA specifications.

4. Non-permitted Uses. OCCCA shall not be used, or permitted to be used in violation of law. All laws and ordinances, rules and regulations applicable to the premises shall be complied with. The USER shall be responsible for completing all necessary permit applications required by the City of Santa Ana, and submitting them to OCCCA no later than twenty-one (21) days prior to the event to the attention of: EVENT COORDINATOR, OCCCA. The USER agrees to hold OCCCA harmless from all claims of disturbance and/or copyright infringement arising out of USER's event including all damages, attorney's fees and court costs, and settlement or compromises made by the USER. Prior approval by OCCCA event coordinator is required for all activities, musical performances, and final guest count.

5. Waiver of Liability. OCCCA shall not be liable to the USER, its agents, performers, or employees for injuries to the person or for loss or damage suffered to the persona) property of any kind or nature whatsoever belonging to USER, its agents, performers, or employees while in, on or upon the premises of OCCCA. OCCCA shall not be held responsible for lost, broken or damaged rental items required by the User or its contractors in conjunction with said event unless said Bodily Injury or Property Damage is caused by any OCCCA agents or members.

6. Waiver of Employee Status. For purposes of workers' compensation liability, USER understands that all persons furnishing services to User pursuant to this agreement excepting OCCCA volunteers and agents solely of the USER and not of OCCCA either permanently or temporarily in the term of this agreement.

7. Indemnification. The USER agrees to defend, indemnify and hold OCCCA harmless from and against any

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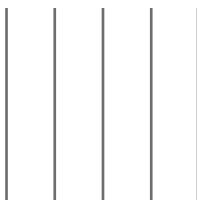
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and all loss, cost, expense, debts, obligations, claims, demands, suits, actions and proceedings (including but not limited to damages, judgments, fines, and costs of defense of legal actions, claims or proceedings and appeals there from, and cost of attachment or similar bonds, made, asserted or commenced against OCCCA as a result of or relating to any act or omission or actual or alleged neglect or breach of duty, including any actual or alleged error or misstatement or misleading statement, which USER actually or allegedly commits or suffers while acting in its capacity as a USER of the RNLB or the above mentioned event) not arising from OCCCA's own negligence or wrongdoing. The rights of the RNLB under this agreement shall survive termination of its use of the OCCCA premises or facilities.

8. Notice of Claims. USER shall notify OCCCA of any indemnifiable claims promptly upon receiving notice of such claims, including copies of all documents or information related thereto. If any claims under this agreement are not compromised or settled by USER within sixty (60) days after written notice thereof has been received by USER, OCCCA, may, at any time thereafter, commence its own defense of such action, or settle the same, and bring suit against USER to recover the amount of the claim however it is compromised or settled. The USER shall have the burden in any such suit of proving that OCCCA is not entitled to the requested indemnification.

9. Liens. USER agrees to keep all of the Premises and every part thereof and the building and other improvements at any time located on the Premises free and clear of any and all mechanics', material men's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of USER, any alteration, improvement, or repairs or additions that USER may make or permit or cause to be made, or any work or construction by, for, or permitted by USER on or about the premises, or any obligations of any kind incurred by USER. USER further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, and to save and hold OCCCA and all of the Premises and the building and any other improvements on the Premises free and harmless from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

10. Liability Insurance. USER shall, at USER'S own cost and expense, secure and maintain during the entire

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term of this lease and any extended term of this lease, public liability, property damage, and products liability insurance, insuring USER and USER'S employees, contractors, vendors, caterers, performers and other agents or representatives against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with USER'S occupation and use of OCCCA under this lease in amounts not less than: (a) \$1 million for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$1 million for injury to or death of two or more persons as a result of anyone accident or incident; and (b) \$1 million for property damage. OCCCA shall be named as an additional insured.

11. Under-insured USER. In the event that OCCCA determines, in OCCCA's reasonable judgment that the limits of the public liability, property damage, or products liability insurance then carried by USER are materially less than the amount or type of insurance typically carried by owners or tenants of properties located in the same county in which the Premises are located, which are similar to and operated for similar business purposes as the Premises, OCCCA may elect to require USER to increase the amount of specific coverage, change the type of policy carried, or both.

12. Workers' Compensation Insurance. USER shall maintain in effect throughout the term of this lease, at USER'S sole expense, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1 million per employee and \$1 million per occurrence for every employee working at the event not employed by the OCCCA

13. Insurance Cancellation Clause. Any policy of insurance required under this Article shall be written by insurance companies authorized to do business in California. Each policy of insurance procured by USER pursuant to this Article shall expressly provide that it cannot be canceled for any reason or altered in any manner unless at least 10 days' prior written notice has been given by the insurance company issuing the policy to OCCCA in the manner specified in this lease for service of notices on OCCCA by USER.

14. Blanket Insurance Policy. In order to satisfy its obligations under this Article, USER may at any time during the term of this lease, have in full force and effect a "blanket" policy of insurance insuring the Premises as well as other property owned or occupied by USER, provided the blanket policy does not in any

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way diminish the amount or coverage of the insurance required under this Article, and further provided that the blanket policy otherwise meets all requirements of the Article.

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15. OCCCA's Right to Procure Insurance. If at any time USER fails to procure or maintain the insurance required by this Article, OCCCA may obtain that insurance and pay the premiums on it for the benefit of USER. Any amounts paid by OCCCA to procure or maintain insurance pursuant to this section shall be immediately due and repayable to OCCCA by USER within 30 days. Failure to repay at that time any amount expended by OCCCA shall be considered the same as a failure to pay rent and a default by USER under this lease

16. Claims Arising out of the Consumption of Alcohol. Any and all claims made against the OCCCA as result of injuries arising out the usage or consumption of alcoholic beverages are the responsibility of the USER and the USER agrees to defend, indemnify and hold OCCCA harmless from and against any and all loss, cost, expense, debts, obligations, claims, demands, suits, actions, proceedings (including but not limited to damages, judgments, fines, and costs of defense of legal actions, claims or proceedings and appeals there from, and cost of attachment or similar bonds, made, asserted or commenced against OCCCA as a result of or relating to claims arising out of the consumption of alcoholic beverages.

17. Event Fee. In full consideration for the above, USER understands and agrees that it will pay to OCCCA a usage fee of fifty percent (50%) of the total usage fee is due upon the execution of this contract, and the balance is due 14 days prior to said event.

18. Additional Usage Fees. There will be an additional charge of \$100 per hour for additional hours (maximum of 2 hours) not listed on the above schedule if arranged at least two weeks prior to the event. After this two week period and/or on the day of the event, any additional time is billed at \$150 per hour..

19. Additional Security Fees. OCCCA provides standard security. For events of more than 50 guests, and for each additional 50 guests, an extra OCCCA agent must be posted at a charge of \$25 an hour.

We highly recomend thehiring of a professional security service espeicially if alcohol isbeing provided



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20. Cancellation. In the event of a cancellation by the USER, a 50% refund of the deposit will be issued if cancellation is made in writing at least two months prior to event date, and a 20% refund of the deposit if made at least one month prior to event date. Cancellations made less than six days prior to event date will not be refunded.

21. Right to Reschedule. If this contract is not signed and agreed to by both parties within seven days of the execution date in paragraph A, OCCCA reserves the right to cancel this agreement and make the date available to other interested parties.

22. Breach of Contract. Failure to comply with any of these regulations will constitute a material breach of contract and may result in cancellation of the event.

23. Waiver of Modification. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any modification or waiver shall be offered or received as evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party here under, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

24. Incorporation of OCCCA's Policies and Guidelines Agreement. This written Agreement shall herein incorporate in full force and effect, OCCCA's Policies and Guidelines Agreement ("P&G Agreement") attached hereto as [EXHIBIT "A"], and shall be binding and enforceable upon all signors of the Agreement and P&G Agreement.

25. Complete Agreement. This Agreement together with OCCCA's Policies and Guidelines collectively contain the sole and entire agreement between the parties as to the matters contained herein and supersede any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to such matters except as are specifically set forth herein and in the OCCCA's Policies and Guidelines Agreement, and each party acknowledges that he or it has relied on his or its own judgment in entering into this Agreement.

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26. Choice of Law and Forum. This Agreement and the performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. Any dispute or litigation arising under this Agreement shall be resolved in the Courts of Orange County, California.

27. Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not effect the other provisions hereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

28. Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

29. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or when mailed by certified registered mail, return receipt requested, with postage prepaid to their current address or to such other address as they request in writing.

30. Attorneys Fees. In the event any suit or other legal proceeding is brought by any party, or parties, for the enforcement of any of the provisions of this Agreement, the prevailing party shall be entitled to recover, upon final judgment on the merits, reasonable attorneys' fees (and taxes thereon, if any) incurred in bringing such suit or proceeding.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. A telecopy or facsimile signature of any party hereto shall be considered to have the same binding effect as an original signature.

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USER: _____

Title: _____

Date: _____

OCCCA Exhibition's Director

Date: _____