



CULTURAL ARTS VILLAGE

VENUE GUIDE

Mattie Kelly Arts Foundation
4323 Commons Drive West
Destin, FL 32541
850-650-2226

LEASE INFORMATION

USER GROUP RATES

Civic/Non-Profit Rate: A rate applied to non-profit corporations (501c3); charitable and civic organizations; arts groups; churches; schools; individuals; etc. Lessees who are not non-profit may qualify for a civic rate if at least 60% of the profit made is given to a legitimate charity.

Commercial Rate: A rate applied to any individual or group whose primary objective is the making of a profit.

Corporate Rate: A rate applied to commercial Lessees for non-revenue producing events when no sales are made; orders taken; tickets sold; or admission charged.

RESERVATIONS

Reservations are tentative until lease agreement is executed by both parties and the required deposit is paid.

LEASE AGREEMENT

Upon receipt, Lessee should submit signed agreement with deposit and any supporting documents as requested by Lessor to MKAF. Lease agreements do not cover any space or accommodations other than those listed in the document.

Load-in and load-out time is expected to be completed within the hours contracted. Additional time must be approved by MKAF and will be charged at the current rate.

Worksheets and a diagram of set-up (if applicable) must be filled out by the user and returned to the MKAF office no later than 30 days prior to the event. This is the means by which the staff is scheduled and determination is made as to the required needs of the booked event.

Should reservation for space be made less than thirty (30) days prior to event, full payment of fees for the rental, pre-determined services and equipment must accompany executed agreement and be delivered no later than the date indicated on the lease.

Lessees shall furnish 20 complimentary tickets to MKAF for contracted period.

DEPOSITS/CANCELLATIONS

Deposits are non-refundable. If an event is cancelled, it may be rescheduled within 12 months of the contracted event date, based on availability.

PAYMENTS

All pre-determined fees, as outlined in lease, must be paid in full 30 days prior to event. Unpaid fees are subject to a 5% penalty. Supplemental services and additional equipment or rental fees are charged at the conclusion of the event. Unless otherwise specified, commercial Lessees requiring a payment based on the percentage of gross must provide a tally of gross receipts, including but not limited to ticket sales and novelties. Failure to report within time period

specified on lease agreement is subject to a \$10 per day penalty. Remaining charges will be billed to the Lessee and will be payable upon receipt. Delinquent accounts are subject to late fees as outlined in facility lease.

INSURANCE REQUIREMENTS

MKAF requires that any event open to the public provide insurance in the amount of \$1,000,000 liability coverage per occurrence—aggregate of \$2,000,000. This can be in the form of a one day event insurance or by including the event as a rider on an existing insurance policy. The insurance policy must name the Mattie Kelly Arts Foundation as an additional insured and agree to hold Mattie Kelly Arts Foundation harmless and indemnify them for all occurrences during the event, including set-up and break-down days.

OR

Lessees charging admission; taking orders or selling merchandise; distributing food or alcohol; or events with a higher risk factor must agree to carry comprehensive liability insurance in a company authorized to do business in the State of Florida.

Minimum insurance coverage is required as follows: \$500,000 bodily injury to any one person; \$1,000,000 for bodily injury from any one accident; and \$100,000 for property damage for any one accident. Coverage must also protect Lessee and show Mattie Kelly Arts Foundation and as an additional insured during the period of the event.

A policy or certificate of insurance must be delivered to the MKAF office at least 30 days prior to the event. Failure to provide proof of required insurance coverage will result in cancellation of event and loss of deposit. All lease agreements contain waivers of liability and should be reviewed thoroughly by Lessee.

USE GUIDELINES

The following represents the MKAF Cultural Arts Village use guidelines. Ultimate use of the Cultural Arts Village shall be governed by the lease agreement executed by Lessor and Lessee.

Mattie Kelly Cultural Arts Village is available for rental Sunday through Saturday from 9 a.m. to 10 p.m. All equipment removal, cleaning and other activities must be completed by midnight and may be resumed the following day. No activity shall take place within the venue between 12 a.m. and 7 a.m.

MKAF reserves the right, at any time; to order removed any persons, animals, furniture, fixtures, wiring, or other items, and to terminate the lease agreement without notice or liability. Lessee accepts the facility in good order and agrees to return it to the Lessor in the same condition, normal wear accepted. The Lessee will be liable for any and all damages caused through its own action or the acts of any of its employees, agents or anyone visiting the building upon the invitation of the Lessee, as well as damages caused to the building.

MKAF reserves the right to review any contracts between Lessees and other parties involved in the events. No portion of the leased facility may be sub-leased by the Lessee without the consent, in writing, of MKAF and Lessee may not use building for any purpose except as specified on the lease agreement.

If a performer does not appear or perform, as advertised, the promoter will explain to ticket holders why there was no performance and will make refunds, as required.

Events will be required to pay the current rate for electricians and/or electrical services. The Lessee will also pay the cost of any additional electrical requirements.

The Lessee or his/her representative must remain at the Cultural Arts Village until the event is over and all participants; audience; equipment and/or property have been removed. MKAF must pre-approve any exceptions to this policy.

The Lessee is responsible for providing ticket sellers and additional ushers, as required by facility. If Lessee does not provide the personnel, they will be charged at the rate listed on the rate sheet. The approval of custodial or technical personnel should be arranged with MKAF prior to the event. These volunteers/employees would be subject to the following: approval by MKAF, knowledge of the Cultural Arts Village rules and ability to enforce the Cultural Arts Village use guidelines. The Lessee will arrange for all load-in and load-out personnel. MKAF is not available to assist with loading or unloading event equipment or materials.

MKAF will not furnish tools and materials. No nails, tacks, staples, brads, etc. may be driven into any portion of the Dugas Pavilion, restroom facility or other location within the Cultural Arts Village. No changes, repairs, painting, staining or alterations that will change the finish, appearance or contours of the buildings will be permitted. Use of tape on MKAF equipment or building structures is prohibited unless prior authorization by MKAF staff and only gaffer, spike or glow tape may be used.

No exhibit may be displayed around the Village or suspended from permanent structures or the Dugas Pavilion canopy without the permission of MKAF staff. Helium filled balloons are prohibited under canopy or on stage.

Furniture and/or equipment (this includes office equipment) may not be moved by anyone except venue personnel and may not be used without the consent of MKAF. Anyone found abusing, destroying or removing MKAF property will be barred from the premises.

The construction of sets is limited to designated areas. The work area must be kept clean and be cleared upon completion of construction.

No pamphlets, inserts, advertising matter, political handbills or like may be distributed at the Cultural Arts Village without the consent of MKAF. Pickets and solicitors are prohibited on MKAF property.

Lessee is to have an approved agent available to receive and ship all freight within contracted hours of use. Freight will not be accepted prior to contracted dates and MKAF will not be responsible for any freight shipped to or from the Cultural Arts Village.

Animals may not be brought into the MKAF Cultural Art Village without the express consent of MKAF. Dogs are prohibited at any event held at the Cultural Arts Village with the exception of service dogs.

MKAF assumes no responsibility for items left by users or lost and found items. MKAF reserves the right to remove all property remaining at the venue after the contracted time has lapsed or to charge the Lessee \$100.00 for the first day and \$25.00 each additional day up to 30 days for removal. Property will be disposed of at the discretion of MKAF.

Nothing contained in the lease agreement shall be construed to prohibit the Department of Public Safety, Health Department or any other agency of Okaloosa County or City of Destin, its agents or its employees from entering the leased premises for the purpose of discharging their lawful duties.

SECURITY REQUIREMENTS

Security is mandatory for all events held at the Mattie Kelly Cultural Arts Village. MKAF will charge Lessee \$25 per hour per each 1,000 attendees to secure a deputy from the Okaloosa County Sheriff's Posse. Security will begin 30 minutes prior to official event start time and end one hour after the official event end time. If additional or overnight security is required by the Lessee or any of its vendors, the Lessee is responsible for all arrangements and payments for that additional security. MKAF will require proof that the hired security is licensed and bonded.

FOOD SERVICE

MKAF reserves all food service to MKAF approved vendors, including but not limited to food and beverages. No food or other edibles or drinks may be served or given away in or on the grounds by the Lessee unless authorized by MKAF. Alcoholic beverages may be served by MKAF approved vendors with value traveling liquor license and required insurance.

All food and beverages must comply with all state and local health codes. This includes but is not limited to concessions, cook-offs, benefit plates, and vendors. Any persons handling open food and/or beverage items must possess a valid Food Handlers Permit. Permits must be present at any time while handling food and/or beverages. Food Handler Permits may be obtained by contacting the Florida Department of Business & Professional Regulation. Pre-packaged food and drink are exempt from the Food Handlers Permit requirement. Potable water or self-contained hand washing station must be available.

CLEANING & TRASH REMOVAL

MKAF will provide clean and stocked restroom facilities beginning first day of contract. Additional janitorial services during or after the event, as required, will be billed to the Lessee at the prevailing rates. The lessee is responsible for providing trash receptacles throughout the event especially in high traffic areas. Lessee may rent trash receptacles from MKAF or outside vendor. Use of rental dumpsters to remove and dispose of trash for large events are required. Venue dumpsters may be used for smaller events. The Lessee is responsible for facility removal of all trash generated by the event. No trash may be placed in the MKAF dumpster. All cost associated with removing trash and debris after 24 hours of the event will be deducted from the deposit.

PARKING

Venue parking includes 168 on-site grass parking spaces. Adequate parking must be provided for expected number of guests and participants. If parking needs exceed on-site capacity, Lessee is required to coordinate directly with area organizations for nearby or satellite parking and shuttle service. MKAF can assist with adjacent property owner, Grace Lutheran Church, for additional parking needs based on availability, added insurance coverage and a nominal fee. Refer to the approved vendor list. Valet and transportation service providers must be a MKAF approved vendor. Handicap parking is available near the MKAF office. Parking is only allowed in designated areas and driving on the Village Green is prohibited, unless Lessee receives

express permission by MKAF. Any damage caused by parking, including but not limited to, tire ruts, damage to trees, poles and structures will be deducted from the deposit. If damage exceeds deposit, additional charges may be billed to Lessee directly. A parking plan must be submitted and approved by MKAF staff no later than 30 days prior to event.

PROMOTIONS/ADVERTISING

Promotions/advertising and announcements shall not be made public prior to approval of MKAF. Tickets will not be sold prior to approval of the contract. The Lessee and/or promoter shall comply with all MKAF brand standards. The name "Mattie Kelly Arts Foundation" must appear in the credits of any event filmed on site. All visual media must include where parking has been approved.

PERSONS WITH DISABILITIES

MKAF complies with the Americans with Disabilities Act of 1990 Public Law 101-336 (ADA), which prohibits discrimination on the basis of a disability, be denied the benefits of services, programs, activities, or employment. For specific physical or service accessibility needs, please notify MKAF in order to reasonably accommodate any special needs or requests.

The MKAF Cultural Arts Village is accessible to person with disabilities. There is designated parking near the MKAF offices/Cultural Arts Village entrance and a sidewalk that leads to the Dugas Pavilion and restrooms. Lessees may establish a designated area for persons with disabilities near the stage. Lessees should be aware that the grass venue may pose limitations for persons in wheelchairs.

WEATHER POLICY

As an outdoor venue, there is no guarantee against inclement weather. MKAF rents the venue to only event per day and events are planned rain or shine. Tents may be used to mitigate weather risks. No refunds will be given for event cancellations due to the weather. Events may be rescheduled within 12 months of contracted date, based on availability.

EVENT PERMITS

The City of Destin and/or Okaloosa County may require an event permit for organized public gatherings. For more information about City of Destin or Okaloosa County event permits, please call the City of Destin Planning Division at (850) 837-4242 Ext. 3123 or Okaloosa County Public Works Department at (850) 689-5084.

SAFETY REQUIREMENTS

All capacity limits will be enforced. The Lessee must not sell tickets in excess of venue capacity for specified layout. The Lessor reserves the rights to monitor the attendance and to limit the admission, should the venue reach capacity.

No person will be allowed to bring in or keep anything that may create a fire hazard or be detrimental to the fire protection of the venue. All decorative material must be flame proof and only use of water-based, non-flammable paint is allowed in set preparation. Open flames of any type, i.e. candles, grilles, flash pots, etc. are allowed in designated areas and must be pre-approved by MKAF. No fireworks, gasoline, explosives, oils or artificial lights are permitted on

the grounds without the consent of MKAF staff. The number, amperage and wattage of lights, fixtures or equipment for any event may be limited.

The loading areas are to be kept clear of debris. Parking in this area shall be limited to the time necessary for loading and unloading. Loading zone regulations will be strictly enforced. Fire lanes must remain open at all times. Bus and truck parking will be limited to designated areas. Lessee shall adhere to all laws and/or ordinances, rules and regulations of any governmental agency.

TECHNICAL POLICY

Events needing special lighting or audio set-ups, hanging of drops will need technicians. Only authorized technicians will operate within Cultural Arts Village.

The use of any apparatus to fly, hang, rig, etc. a performer must be pre-approved by MKAF and a technical director.

If the Lessee has major technical and/or set-up needs, the size of the crew will be based on needs and time restraints of each given event. Please consider this with your venue rental time, including load-in/out, rehearsals, and performance.

Lessee agrees to restore the venue to the same condition as it was at the time of occupying the Cultural Arts Village unless MKAF notifies Lessee that such restoration is unnecessary.

Lessees should not assume anything about the state of the venue prior to the rental. Numerous Lessees use this space and many rent or provide supplemental production.

Technical questions regarding the venue will be directed to MKAF or approved vendors. Needs should be outlined as early as possible prior to the event.

All Mattie Kelly Cultural Arts Village rules and requirements are subject to the discretion of the City of Destin. The City reserves the right to modify or waive any rules it deems necessary and in the best interest of the City.

Failure to comply with the rules and regulations may result in the cancellation of the reservation(s), forfeiture of all fee/deposits and forfeiture of the right to use the Mattie Kelly Cultural Arts Village in the future. Permits and lease agreement are revocable at any time for violation of rules, ordinances, federal, state, county or local laws.