



Pennsylvania Academy
of the Fine Arts

FACILITIES RENTAL CONTRACT

CLIENT	FRIENDS CHILD CARE CENTER ATTN: Raechel O'Neal Coats		
EVENT	FRIENDS CHILD CARE CENTER 40 TH ANNIVERSARY COCKTAIL RECEPTION & AUCTION		
PRIMARY CONTACT	Raechel O'Neal Coats	TITLE	DIRECTOR
PRIMARY PHONE	215-241-7011	PRIMARY MOBILE	
PRIMARY EMAIL	FCCCDirector@friendschildcare.org		
CLIENT NAME	FRIENDS CHILD CARE CENTER		
STREET ADDRESS	1501 CHERRY STREET		
CITY STATE ZIP	PHILADELPHIA, PA 19102		

FACILITY RENTAL AGREEMENT

FACILITIES RENTAL AGREEMENT ("Agreement") is made on **Tuesday, January 16, 2018**, between the **PENNSYLVANIA ACADEMY OF THE FINE ARTS** ("PAFA" or "We" or "Us") with offices at 128 N. Broad Street, Philadelphia, PA. 19102, and **FRIENDS CHILD CARE CENTER**, ("Client" or "You" or "Your"). Considering the mutual promises of PAFA and CLIENT, and intending to be legally bound hereby, CLIENT and PAFA agree as follows:

DATE OF EVENT	Friday May 18 th , 2018		
TYPE OF EVENT	40 TH ANNIVERSARY COCKTAIL RECEPTION & AUCTION		
VENUE(S)	HISTORIC LANDMARK BUILDING: ROTUNDA		
SITE TOUR	11/20/2017		
GUEST COUNT <i>*ANTICIPATED</i>	100 PPL		
EVENT START TIME <i>*GUESTS ARRIVAL</i>	5:30PM	EVENT END TIME <i>*GUESTS DEPART</i>	8:30PM
SELECTED CATERER	STARR EVENTS OR JIMMY DUFFY'S		
VENUE RENTAL HISTORIC LANDMARK BUILDING ROTUNDA		INCLUDED IN RENTAL	
VENUE PRICING: STANDARD VENUE RENTAL; HISTORIC LANDMARK: ROTUNDA= \$3,000 -MINUS NON-PROFIT INCENTIVE: -\$1000 -MINUS FAST BOOKING BY Jan 29th INCENTIVE: -\$500 TOTAL VENUE RENTAL AFTER INCENTIVES: \$1,500 +PODIUM & SOUND SYSTEM = \$500 (FEE WAIVED) TOTAL VENUE RENTAL: \$1,500		PROPOSED EVENT TIME PROPOSED VENUE SPACE(S) 2-HOUR EVENT SET-UP <i>TYPICALLY RESERVED FOR CATERER</i> 1 + ½ HOUR EVENT BREAKDOWN <i>SHOULD EVENT REQUIRE ADDITIONAL LOAD-IN AND/OR LOAD-OUT TIME(S); PLEASE CONTACT VENUE REPRESENTATIVE.</i> DANCE FLOOR (HAMILTON BUILDING ONLY) <i>HLB DOES NOT REQUIRE DANCE FLOOR</i> GENERAL HOUSEKEEPING <i>BASED ON GUEST COUNT</i> SECURITY & EVENT STAFF <i>BASED ON GUEST COUNT</i>	
CLIENT COMMENTS			
*Guests will be able to access side Galleries			

INCENTIVE	DESCRIPTIONS CRITERIA
NON-PROFIT INCENTIVE	INCENTIVE BASED ON CLIENT'S NON-PROFIT STATUS
FAST BOOKING	REQUIRES A SIGNED CONTRACT & 50% NON-REFUNDABLE DEPOSIT BE RECEIVED NO LATER THAN 1/29/2018

VENUE RENTAL PRICING	VALID UNTIL INCENTIVE EXPIRATION DATE AFTER WHICH, UPDATED PRICING MAY NEED TO BE SUPPLIED. PLEASE NOTE; INCENTIVES ARE APPLIED TO THE CURRENT VENUE RENTAL OUTLINE. CHANGES TO THE OUTLINE MAY AFFECT INCENTIVE AMOUNTS AND OVERALL VENUE RENTAL PRICING.
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PLEASE INITIAL THE YELLOW HIGHLIGHTED AREAS BELOW

INITIAL: **TO RESERVE THE VENUE(S) OUTLINED IN CONTRACT; RETURN SIGNED CONTRACT WITH NON-REFUNDABLE DEPOSIT EQUAL TO 50% OF VENUE RENTAL FEE; NO LATER THAN INCENTIVE EXPIRATION DATE LISTED IN THIS CONTRACT (NOVEMBER 27, 2017).**
PAYMENT MAY BE MADE BY CASH, CHECK, ELECTRONIC CHECK (1% FEE) OR CREDIT CARD (3.9% FEE) ONLY.
THIS CONTRACT WILL BE NULL AND VOID IF NOT SIGNED AND RETURNED ON OR BEFORE THE DUE DATE NOTED.

INITIAL: **PAYMENT BALANCE IS DUE 30 DAYS PRIOR TO THE EVENT.**
BALANCE IS DUE AT CONTRACT SIGNING FOR EVENTS WITHIN 30 DAYS OF EVENT EXECUTION.

INITIAL: **NO LESS THAN THIRTY (30) DAYS PRIOR TO THE EVENT DATE, CLIENT IS REQUIRED TO PROVIDE PAFA WITH AN ACORD CERTIFICATE(S) OF ALL POLICIES REQUIRED HEREIN, INCLUDING AN ENDORSEMENT PROVIDING THAT SUCH INSURANCE SHALL NOT BE CANCELLED EXCEPT AFTER TEN (10) DAY NOTICE IN WRITING TO PAFA.**

INITIAL: **CONTRACT FOR USE OF THE PREMISES ONLY, AND DOES NOT INCLUDE ANY OTHER NECESSARY CATERING, VENDOR GOODS, SERVICES OR RELATED CHARGES.**


INITIAL: **ONLY CLEAR LIQUIDS ARE PERMITTED TO BE SERVED AT BARS. RED WINE MAY BE SERVED TABLE-SIDE DURING SEATED-DINNER ONLY. (ADDITIONAL FEES MAY APPLY).**

INITIAL: **I HAVE RECEIVED AND AGREE TO ABIDE BY PAFA'S EVENT GUIDELINES.**

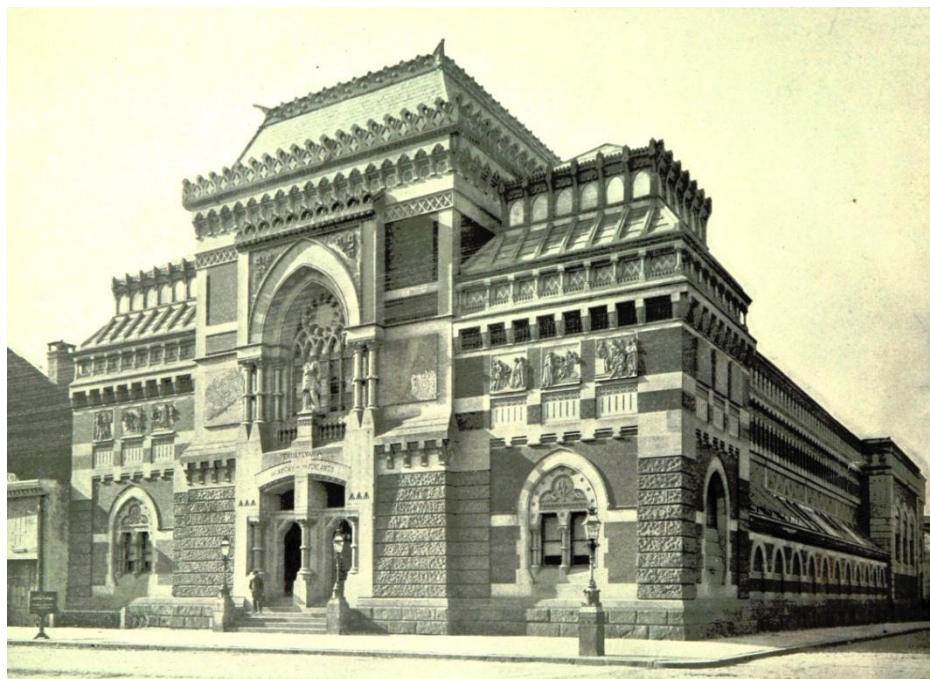
INITIAL: **RENTAL INCLUDES TWO (2) HOURS OF VENDOR SETUP (TYPICALLY RESERVED FOR THE CATERER) AND ONE & ONE HALF (1.5) HOURS OF BREAK-DOWN TIME. VENUE OVERTIME WILL BE BILLED AT THE RATE OF \$600 PER 30 MINUTES STARTING AT THE ABOVE "EVENT END TIME".**

<u>PREMISES</u>	The location(s) described above, together with the right to use the Common Areas, as defined below, are called the "Premises". Common Areas shall include the main entrance, hallways and stairways of ingress and egress to and from chosen location.
<u>VENDORS</u>	PAFA provides a preferred vendor list for Your use. Requests to use other vendors are subject to prior approval by Us and are not guaranteed. Such requests must be submitted 60 days prior to YOUR Event. See Insurance section for information about Vendor insurance requirements. PAFA shall provide reasonable access for all of YOUR vendors.
<u>PRIVACY & USE</u>	The Event shall be private and shall include only Your actual invited guests. You agree to be solely responsible for ensuring that only bona fide guests are permitted on the Premises. No fees, admission charges or other exchanges of money may be collected on the Premises, other than payment for charitable items made available to guests. YOU shall furnish to Us an actual guest count no later than five (5) business days prior to the Event Date. If the actual number of guests is 20% or more than the contracted guest count; additional fees may apply.
<u>NO SMOKING</u>	PAFA is a smoke-free environment. Smoking is <u>NOT</u> permitted in any area of the Premise and/or within 20 feet of any entryway.
<u>TAXES & COMPLIANCE with LAW</u>	You agree to pay and collect all applicable taxes on the food, beverages or service that any vendor shall provide and serve, and PAFA shall not be responsible for the same. You shall comply with the requirements of all state or federal statutes or local ordinances or regulations applicable to Your use of the Premises.
<u>PHOTOGRAPHY</u>	It is Your sole responsibility to ensure that the designated photographer approved by the PAFA has acknowledged in writing that he or she has reviewed and understands the regulations with respect to photography procedures during Events and has agreed to comply.
<u>CATERING</u>	PAFA has two exclusive catering options; Starr Restaurants Catering Group PAFA, LLC ("Starr") and Jimmy Duffy and Sons ("Duffy's"). Catering is limited to PAFA's exclusive catering relationships. You agree to be solely responsible for the contract with PAFA's exclusive caterers. If You intend to serve alcohol during Your event, CLIENT shall purchase such alcohol from one of PAFA's exclusive caterers. All arrangements and contractual issues involving alcohol must be in writing between You and the Caterer. YOU may not sell or allow the sale of alcohol in any manner on the premises, nor may YOU allow alcohol to be brought to the premises by other parties.
<u>INSURANCE</u>	<p>For the Event, CLIENT shall obtain and maintain (at Your sole expense) commercial general liability insurance coverage of \$1,000,000, to be in effect during the Event and at such time You and Your vendors are in the Premises. This commercial general liability policy shall include (i) coverage for bodily injury or death, property damage and personal injury and (ii) contractual liability coverage. Such policy shall name PAFA as an additional insured on an ISO form CG 20 11 01 96, or equivalent form. The insurance shall be endorsed to provide primary insurance and not requiring any insurance maintained by PAFA, it being the specific intent of YOU and PAFA that all insurance held by PAFA shall be excess above the insurance which You are required to carry under this Agreement. All such insurance which You are required to carry shall be with a company licensed to do business in Pennsylvania.</p> <p>All vendors contracted by YOU for YOUR Event must carry commercial general liability insurance coverage of \$1,000,000, which commercial general liability policy shall include (i) coverage for bodily injury or death, property damage and personal injury and (ii) contractual liability coverage. Such policy shall name PAFA as an additional insured on an ISO form CG 20 11 01 96, or equivalent form. The insurance shall be endorsed to provide primary insurance and not requiring any insurance maintained by PAFA, it being the specific intent that all insurance held by PAFA shall be excess above the insurance which Your vendor is required to carry under this agreement. All such insurance which Your vendor is required to carry shall be with a company licensed to do business in Pennsylvania. No less than thirty (30) days prior to the Event Date, CLIENT shall provide PAFA with an ACORD certificate of all policies required herein from such vendor, including an endorsement providing that such insurance shall not be cancelled except after ten (10) days notice in writing to PAFA. No less than thirty (30) days prior to the Event Date, YOU shall provide PAFA with an ACORD certificate(s) of all policies required herein, including an endorsement providing that such insurance shall not be cancelled except after ten (10) days notice in writing to PAFA.</p>
<u>CANCELLATION</u>	Event deposits are required at signing of contract and are non-refundable. Payments made are non-refundable for cancellation within 30 days of the event. . In the event of a client cancellation, PAFA reserves the right to credit a portion of the deposit toward another event and the canceled event be rescheduled within a six-month time period. Cancellations due to inclement weather are the client's decision.

<u>INDEMNIFICATION</u>	This indemnity shall survive the term of this agreement. PAFA shall defend any lawsuit and keep You harmless from and against all claims, suits, actions, damages, judgments, liabilities, fines, penalties, and expenses (including attorney’s fees) for loss of life, personal injury, or damage to property (a) arising from or out of any occurrences within the Premises by reason of PAFA’s negligence of the Premises; or (b) caused wholly or in part by any act or omission of PAFA or breach of this Agreement by PAFA or by PAFA’s guests, agents, contractors, vendors, customers, employees, servants or concessionaires.
<u>WAIVER of CLAIMS</u>	You waive all claims against PAFA, its agents and servants and agree to indemnify and hold it and them harmless for loss of life, damage to person or property sustained by You or any other guest, vendor, agent, servant, employee or occupant (“Occupant”) of the Premises or of any other part of PAFA’s property or by its or their agents for any reason whatsoever, unless such loss or damage is caused by the gross negligence or willful misconduct of PAFA. PAFA will not be responsible for any damage, loss or theft of any property belonging to You or any Occupant of the Premises. You shall be responsible for all property of any third party left upon the Premises.
<u>DEFAULT</u>	You will be in default if You fail to pay any installment of Base Rental Fee or any other sum payable when it is due and payable, CLIENT fails to deliver the ACORD certificate(s) to PAFA by the date required, or YOU materially breach any other promise made by You in this Agreement. If You default, PAFA may, in its sole discretion, at any time, including while the Event is in progress, terminate this Agreement and cancel the Event. PAFA shall be entitled (i) to retain all sums paid by You prior to such termination (which You agree is not intended as a penalty) to compensate PAFA for loss or damage sustained or suffered by PAFA by reason of such default, and (ii) to recover damages for such default, plus reasonable attorneys’ fees. PAFA may exercise any and all other rights available at law or in equity.
<u>NON-PERFORMANCE of PAFA</u>	PAFA shall not be liable for failure to perform under this Agreement when such non-performance is caused in whole or in part to any cause beyond its reasonable control. In the event PAFA cannot perform hereunder, it shall promptly notify You of such inability to perform and refund all monies paid by You in advance.
<u>NO ASSURANCES of AVAILABLE EXHIBITION</u>	CLIENT agrees that PAFA reserves the right to display any artwork in its premises and on its property, whether from its own collection, or borrowed, and reserves the right to change its exhibitions and displays of artwork at any time without notice. You understand and acknowledge that because exhibits are subject to change in date or cancellation or closing without notice, and that paintings, sculptures or other works of art are sometimes deleted from or moved within exhibitions, PAFA cannot assure You that any particular painting, sculpture or other work or art will be included in the exhibit or that the exhibit (or painting, sculpture or other work or art) will be in the same location in which it appeared during any period prior to Your Event, even if before or at the time of entering into this Agreement. The unavailability of an exhibit or work or art shall not be deemed Non-Performance by PAFA.
<u>NOTICE</u>	Notice required to be given under this Agreement shall be sent by certified mail and addressed to the party at its address at the top of this document.

Signature of person(s) authorized by CLIENT and PAFA acknowledging agreement:		
CLIENT: RAECHEL O’NEAL COATS DIRECTOR FRIENDS CHILD CARE CENTER		_____ <i>DATE</i>
PAFA: KATE YOUNG VENUE SALES MANAGER PENNSYLVANIA ACADEMY OF THE FINE ARTS		_____ <i>DATE</i>
Questions? Please contact; Kate Young Venue Sales Manager 215-972-1609 kyoung@pafa.org		Pennsylvania Academy of the Fine Arts 128 North Broad Street Philadelphia, PA 19102
TO RESERVE VENUE(S) OUTLINED IN THIS CONTRACT; RETURN SIGNED CONTRACT WITH NON-REFUNDABLE DEPOSIT EQUAL TO 50% OF THE RENTAL FEE; NO LATER THAN THE INCENTIVE EXPIRATION DATE LISTED ON THIS CONTRACT (JANUARY 29TH, 2018). PAYMENT MAY BE MADE BY CASH, CHECK, ELECTRONIC CHECK (1% FEE) OR CREDIT CARD (3.9% FEE) ONLY. THIS CONTRACT WILL BE NULL AND VOID IF NOT SIGNED AND RETURNED ON OR BEFORE THE DUE DATE NOTED.		

Thank You.



Thank you for choosing The Pennsylvania Academy of the Fine Arts, the United States of America's first Art Museum and Arts Higher Education Institution, as your event venue.

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THE PENNSYLVANIA ACADEMY OF THE FINE ARTS (PAFA) PROMOTES THE TRANSFORMATIVE POWER OF ART AND ART MAKING.

THE MUSEUM

... IS INTERNATIONALLY KNOWN FOR ITS COLLECTIONS OF 19TH- AND 20TH-CENTURY AMERICAN PAINTINGS, SCULPTURES, AND WORKS ON PAPER, AS WELL AS CONTEMPORARY WORKS. ITS ARCHIVES HOUSE IMPORTANT MATERIALS FOR THE STUDY OF AMERICAN ART HISTORY, MUSEUMS, AND ART TRAINING. THE PERMANENT COLLECTION RANGES FROM 18TH AND 19TH CENTURY MASTERS SUCH AS BENJAMIN WEST, THOMAS EAKINS, WINSLOW HOMER AND MARY CASSATT TO MODERN AND CONTEMPORARY ARTISTS INCLUDING CHARLES DEMUTH, JACOB LAWRENCE, ALICE NEEL, VIK MUNIZ, MICKALENE THOMAS AND KEHINDE WILE.

THE SCHOOL

... ATTRACTS SOME OF THE MOST COMMITTED AND PROMISING ART STUDENTS FROM ACROSS THE COUNTRY AND AROUND THE GLOBE TO STUDY PAINTING, DRAWING, PRINTMAKING, SCULPTURE, AND ILLUSTRATION WITH A DISTINGUISHED FACULTY OF WORKING ARTISTS, AS WELL AS PRIVATE STUDIOS FOR STUDENTS, A HISTORIC CAST COLLECTION, AND THE OPPORTUNITY FOR STUDENTS TO EXHIBIT IN A WORLD-CLASS MUSEUM.