

**403 N Main St PO Box 949 Joseph OR 97846 541.432.0505 www.josephy.org**

**WEDDING RENTAL - Terms & Conditions**

**This Rental Agreement**, made and entered into as of the date set forth below, by and between the Josephy Center for Arts & Culture, a non-profit organization and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (renter(s)).

**Whereas**, renter desires to rent the facility from the Josephy Center for Arts & Culture on the terms and conditions set forth herein and the Josephy Center for Arts & Culture is willing to rent the facilities on such terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as set forth below.

1. **Facilities, Event, Date, Rate:** The Josephy Center for Arts & Culture shall make the Gold Gallery, Studio and Kitchen available for purposes of a Wedding and Reception, (the event). Upon execution of the Agreement and payment of the required deposit, the Center shall be reserved for Renter on the Date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Times: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at a Rate of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($800 for Day; $2100 for 48 hours).
2. **Deposits:** Booking deposits are required to confirm your date and must be sent back with this signed agreement within 14 days of the date contract was generated. a. A non-refundable booking deposit of $400 for 1 day or $1050 for 48 hours. A refundable damage and cleaning deposit of $250 for 12 hours OR $350.00 for 48 hours is required secure your date.
3. **Final payment:** It is understood that the renters shall pay the full rental amount 30 days prior to the scheduled event date. Sixty days prior to the event, all deposits and monies collected except for cleaning, are non-refundable.
4. **Cancellations:** Should you choose to cancel your event, it must be in writing and the booking fee is non-refundable. However, you may transfer to an alternate date within one year if desired and the cleaning deposit will be refunded within two weeks of cancellation.
5. **Liability Insurance**: A Renter shall obtain general liability insurance covering the day of the event in the minimum amount of one million dollars in a form and amount satisfactory to the Josephy Center for Arts & Culture. A certificate of insurance and a policy endorsement naming the Josephy Center for Arts & Culture as an additional insured on the policy shall be provided to the Josephy Center for Arts & Culture at last three business days before the day of the event. Event day insurance may be available through [www.wedsafe.com](http://www.wedsafe.com/) or renter’s insurance broker or agent – Wheatland Insurance (541-426-3177). All Vendors working at Center shall carry and maintain in full force and effect while working at Center workers compensation insurance, general liability insurance and policy endorsement naming The Josephy Center for Arts & Culture as an additional insured showing the required insurance is in place. Notwithstanding the requirement for such insurance, the vendor shall be required to also hold harmless, indemnify, and defend the Josephy Center for Arts & Culture, to the maximum extent allowed by law, from any and all liability arising from Vendors’ use of the Center, including the payment of The Josephy Center for Arts & Culture’s reasonable attorney’s fees and costs incurred in defense of any actual or alleged liability.
6. **Use of Property:** Rental of the site includes the use of the entire inside of the Gold Gallery, kitchen, the Studio, restrooms, and the outside areas except for the upper deck and its stairs. No events may take place or be set up on the lawn area. Use of the property is available from 7:00 am to 12:00 midnight. All festivities including amplified music must conclude no later than 10:00 pm. The capacity of the building is 200 persons maximum; however wedding groups are limited to 100 people maximum plus catering staff and other vendors inside the building including the porch areas. This is to ensure appropriate group flow. In accordance with the State Fire Marshall restriction, the upstairs balcony capacity is not to exceed 40 persons. Due to fire and safety codes and limitations set by Forest Service regulations, the above rules are strictly enforced and may be subject to change.
7. **Open Flame:** No cooking is allowed on the porch area. Buffet lines are allowed. All Catering Companies A) are not allowed to cook on the lawn area, B) must be self contained with hot boxes or have the ability to prepare and cook meals within self contained kitchen/trailers, C) are allowed to park trailers in the designated parking lot only, and D) are prohibited from using propane heaters inside the building or outside on the deck. Fire extinguishers are placed by the main door, upstairs and back door; all vendors are required to have knowledge of use. No candles, torches, outdoor torches or any kind of open flame are allowed on the premises, inside or out. Finally, *if your vendor is not on our “preferred vendor list” please have them contact our office.*
8. **Fireplace**/**Wood Stove:** The wood stove in the Gold Gallery is for ambiance only; it is not intended to provide heat. Renters and Guests are prohibited from building a fire at anytime. *No fires or smoking are permitted on the premises.*
9. **Smoking:** Vendors, staff and guests must follow the smoking policy. No smoking is allowed inside the building or on the deck areas. Smoking is only allowed in the designated smoking area on the lawn area and in the front of the building close to the road. Smoking materials may not be distributed to guests inside the building or out on the porch. IF THE FOREST SERVICE, CITY, COUNTY OR OTHER LOCAL JURISDICTION HAS ISSUED A FIRE RESTRICTION ORDER FOR OUR AREA, smoking may be allowed within a designated area and all cigarette butts will be removed.
10. **Parking/Shuttle Requirements:** Parking is limited to the Josephy Center for Arts & Culture Parking lot only, located to the North of the Center, across from Alpine Lane, or on Main Street. Sports Corral to the south owns the property and lot to the fence line. Please do not park in that area unless they are closed.
11. **Rehearsals**: Wedding rehearsals may be scheduled prior to the event at a cost of $100 for one hour and is based on availability. A minister, pastor and/or wedding planner must be present.
12. **Pets:** No pets of any kind are allowed at the Josephy Center for Arts & Culture during special events. Service dogs are excluded.
13. **VENDOR POLICIES:** Due to the historic and sensitive nature of the Josephy Center for Arts & Culture, the client must submit names and contact information for vendors to the Center prior to the event. All caterers must be licensed and must give advance notice if they need to get into the Center prior to the event to set up. The renter is fully responsible for vendors regarding clean up, garbage removal, conduct, and damage or excessive cleaning for the Josephy Center for Arts & Culture staff. If these requirements are not met, the renter will be notified and may be charged and/or lose all claim to the refundable cleaning deposit. The Josephy Center for Arts & Culture is not responsible for any vendors fulfilling contracts, obligations, refunds, or conduct. Please make sure each vendor can and will fulfill the requirements to work at the Josephy Center for Arts & Culture.
14. **Deliveries and Pickup:** All rental items and vendor equipment must be removed at the end of the event. The fire lane directly in front of the building may be used for loading and unloading only, but keys must be left in vehicles at all times while in the loading zone in case of emergencies. Loading and unloading is restricted to 15 minutes.
15. **Noise Level:** Amplified music must be maintained at a reasonable volume and is only allowed inside the building. TTA staff or USFS are authorized to lower sound provided by Band or DJ if necessary.
16. **Alcohol Consumption:** The legal drinking age in the state of Oregon is 21 years old. Bar Staff and the Josephy Center for Arts & Culture staff are authorized to close the bar down if alcohol consumption becomes a dangerous situation and is the cause of damage to the property. Also, vendor’s staff may not consume alcoholic beverages while on the property during an event.
17. **Cleaning Procedures:** Cleaning up after each event is critical. Vendors/Renters may use sinks to dispose of water-based organic liquids and food juices only (no oils). There are no garbage disposals. The facility’s refrigerator and microwave may not be used. All garbage must be removed from property. *Caterers* are required to wipe down/mop up all areas where food had been present. A complete list of closing procedures is available at the Josephy Center.
18. **Decorations:** All Decorations must be approved by the Josephy Center for Arts & Culture staff. A) No tape (exception Shurtape), nails or staples can be used on building surfaces. Wire, Floral wire, and non-stick tape are allowed. Hanging from cup hooks is mandatory, B) **Candles may NOT be used.** Battery operated tea lights are recommended, C) No rice, confetti, birdseed, potpourri, glitter or any substance of that nature. Rose petals may be used for decorating purposes on tables only and must be cleaned up entirely at the end of the event, D) Rose or any flower petals may not be used on the floor even if a floor runner is used.
19. It is understood and agreed that should your group fail to adhere to all rules, policies and conform to the proper use of the building, the Josephy Center for Arts & Culture may, at its discretion, terminate this agreement and require the renting parties to vacate the building (during the event if necessary), forfeiting any and all fees and monies.
20. The Josephy Center for Arts & Culture is not held liable for events not being held due to uncontrollable circumstances or acts of God.
21. The Josephy Center for Arts & Culture is bound by the policy and rules enforced by the county of Wallowa and are subject to change at any time.

**I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the event does not comply with this agreement or the policies the event may be immediately terminated by the Josephy Center for Arts & Culture, in its sole discretion, and/or all deposits made retained by the Josephy Center for Arts & Culture. I understand and agree that, in addition, I/we will be responsible and liable to the Josephy Center for Arts & Culture for any costs exceeding the amount of the retained deposit.**

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Renter(s)                                                         Date

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The Josephy Center for Arts & Culture Date Signature