



505.242.6367

Escuela del Sol Montessori, Inc.
1114 Seventh St. NW, Albuquerque, NM 87102
info@harwoodartcenter.org, www.harwoodartcenter.org

Harwood Art Center Rental Policies and Agreement

Harwood Art Center is the community outreach program of Escuela del Sol Montessori. For almost 50 years, Escuela del Sol, an independent school, has nurtured creativity, independence and academic excellence. Expanding upon the school's philosophy, Harwood engages the arts as a catalyst for lifelong learning, social change and community development, offering programs for people of every age, background and income level. We believe that equitable access to the arts and opportunities for creative expression are integral to inspired, passionate individuals and to healthy, vibrant communities, and our programs are built upon these principles.

Harwood Art Center of Escuela del Sol Montessori is a 501(c)3 nonprofit organization.

Use of the Facilities

Please review the following policies regarding the rental of Harwood Art Center.

Rental Policies

Hours: Each event will be approved for specific hours. It is the responsibility of the Renter to cooperate with Harwood staff in maintaining this schedule. Harwood Art Center is open to the public Monday through Thursday 9:00 am – 5:00 pm and Friday from 9:00 am – 4:00 pm. Rental functions should not impact Harwood Art Center's general operations, or specifically, the Gallery visitor's experience.

Reservations: Spaces may be scheduled up to 12 months prior to any event date. Events will be placed on Harwood's calendar once the Agreement is signed by the person or organizational representative requesting rental space and by a Harwood staff representative.

Rental Fee: Renters are required to pay a rental fee for using facilities. Rental fees are to be paid in full upon approval/receipt of the Rental Application. Written notification is required 60 days prior to scheduled event for any cancellations to receive a 50% refund of Rental Fees. If an event is cancelled less than 60 days prior to scheduled Event Date, Harwood Art Center shall have the right to retain the full rental or deposit amount. If the event needs to be rescheduled, Harwood Art Center will reschedule the event at no additional charge.

Cleaning Fee: A One-Time cleaning fee of \$100 will be included in the total rental. Renter will remove any accumulated trash from the facility at the end of the Event. Any trash left overnight inside the facility will result in a deduction from the Deposit.

Administrative Fee: A One-Time fee of \$150 will be applied to the total rental. Administrative fees cover the costs of doing business: office staff, utilities, office supplies, day-to-day operations, etc.

Damage Deposit: Renters will be required to pay/pre-authorize a damage deposit of \$500 per rented space (Gallery damage deposits may be more). The deposit will be returned/released after the event, providing the Renter has complied with Harwood Art Center's rules and guidelines and there is no damage to the facility or Artwork therein. Or, in cases where the Damage Deposit is equal or lesser value to the total Rental Fees, Renter will pay the remaining invoice balance no fewer than 30 days prior to the event.

Liquor: Alcohol is only permitted for private events where invitations are required for entry and advance RSVP's are taken. In order to serve alcohol at Harwood Art Center, Renter must obtain Special Events Liquor Liability Insurance (\$1million per claim limit) AND provide a licensed server with a current and valid Server Permit issued by New Mexico Regulation and Licensing Department. Renter must provide documents to support the requirements have been satisfied no fewer than 30 days prior to the Event Date.

Civil Rights: It is Harwood Art Center's policy that the use of its facilities should be consistent with the objectives of Title VI of the Civil Rights Act of 1964. Facilities shall not be made available to any organization that practices discrimination based on race, creed, color, sex, gender identity or orientation, national origin, age or condition of handicap.

Rules: Participants are required to observe posted regulations concerning smoking, eating, drinking and cleanup of spaces. Food and drink are strictly prohibited in galleries. There is absolutely **NO SMOKING ANYWHERE ON THE PREMISES**. This Agreement entitles Renter to use of the spaces indicated herein. Any use of unauthorized space(s) will result in forfeiture of Renter's Damage Deposit in full.

Liability: Each individual/organization, by signing this Agreement agrees to indemnify and hold harmless Harwood Art Center, Escuela del Sol, their agents and employees against any and all damages, claims, or other liability due to personal injury or death, or damage to the property of others, arising out of its use of Harwood Art Center facilities. All insurance must name Harwood Art Center of Escuela del Sol Montessori as its additional insured.

Ticket Sales: Events may not charge admission except for non-profit 501(c)3 organizations conducting fundraising events. Promotional materials must indicate Harwood Art Center as the event location/venue and not insinuate that Harwood Art Center is in any way a beneficiary or affiliate of funds raised during said event. A Harwood representative must approve invitations or promotional materials before being distributed to the public in any print or digital format.

Security: No security personnel will be provided by Harwood Art Center however, when one or more Galleries are included in the Rental Space Agreement, Harwood Art Center will assess administrative rate of \$150 per staff person present (minimum 1) for the duration of the Event.

Revocation: Harwood Art Center shall have the right to revoke the Rental Agreement at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Harwood Art Center revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

Acts of God: Should the City of Albuquerque experience an event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution, Harwood Art Center will follow Albuquerque Public Schools' Cancellation Policy. When APS schools are closed for the day, all evening activities are cancelled on that day.

Assignment: Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Entire Agreement: This Agreement, including the attached "Guidelines for Events" constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

In witness thereof, the Parties have caused this Agreement to be executed the day and year first above written.

Renter Name, Company/Organization (printed)

Signature of Renter

Date

Julia Mandeville, *Chief Programs Officer*
Harwood Art Center of Escuela del Sol Montessori

Date



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GUIDELINES FOR EVENTS

- If you are playing music or making noise please remember, this is a residential neighborhood and we have studio artists who work here in the evenings. Please adhere to the following sound guidelines for your event:
 - Sunday – Thursday
 - Music off by 10:00pm
 - Last guest out by 11:00 pm
 - Friday & Saturday
 - Music off by 11:00 pm
 - Last guest out by 12:00 midnight
- The dumpster is located on the North side of the building near Mountain Road. Please empty your trash. There are extra trash bags in the bottom of the trash barrels.
- Custodial items such as brooms and mops are kept in the janitor closet in the Community Room (bathroom & vending machine). Please use these tools to manage any spills.
- There is absolutely **NO SMOKING ANYWHERE ON THE PREMISES.**
- The school playgrounds and the courtyard behind the Harwood building are **OFF LIMITS!**
- Harwood Art Center & Escuela del Sol's campuses are video monitored. Any use of unauthorized space(s) will result in forfeiture of your Damage Deposit.
- The door code is (____) please do not share this code with your guests. You can prop the door open for the duration of your event. Please make sure to close the door when you leave.
- **For evening events, setup will begin after 4pm on the day of the event.** Setup and strike of any decorations, music, equipment, etc. should not disrupt Harwood programs. Renter will be expected to remove all materials prior to opening of Harwood Art Center on the day following the event.
- Rice, confetti, glitter and seed are not permitted inside Harwood Art Center.
- Decorations, lights or candles may not be hung from the ceiling. No open flame permitted.
- Due to space limitations, Harwood is unable to store linens, tables or other equipment rentals.

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I have read and agree to adhere to the listed guidelines pursuant to the attached Rental Agreement,

Initials of Renter

Date