



OM PROPERTIES LLC MANAGEMENT VENUE RENTAL & USE GUIDELINES

Please note that the information contained herein are the general guidelines and requirements included on most Facility Rental Agreements we execute. Each Individual event/booking shall have a specific Facility Rental Agreement (FRA) drawn up that will reflect the elements and requirements for each unique event.

Payment/Cancellation Policy

A deposit equal to the 50% of the total rental fee is due on execution of the Facilities Rental Agreement (FRA). **We require an executed FRA to reserve/book dates.** The remaining 50% of rental fee is due (60) days prior to event.

Select dates may require 100% non-refundable payment of FRA.

Non-payment of full fees/invoices can result in cancellation of event.

Cancellations/Change Dates/refunds

Written notice of cancellation of a booking or change of dates must be received at least sixty (60) days prior to event date in order for User to be eligible to receive any portion of the deposit minus \$250 Staff fee (staff fee is non-refundable).

Cancellations made less than sixty (60) days from event date will not be refunded any portion of rental deposit.

If event is cancelled before sixty (60) days prior to event, rental deposit shall be returned (minus the staff fee which is non-refundable). In some cases there may be a fee of \$500-\$1000 assessed at the sole discretion of the Venue.

MAS/MES reserves the right, at its sole discretion, to cancel events due to unforeseen and/or emergency and/or safety issues. Full deposit shall be returned to User in full within 30 days.

MAS/MES also reserves the right to cancel a function in the event that there is failure to comply with our policies, and there will be no refund of any deposits/fees.

Insurance

Renter/User is required to provide evidence of public liability insurance in the amount of \$1,000,000, with a certificate naming OM Properties Management as additional insured. User is responsible for any deductible applicable to the Insurance.

Security/Damage Deposit

When a User has Insurance - A security deposit equaling the amount of the insurance deductible may be due at signing of Facility Rental Agreement.

In the event that the client does not have private Insurance as outlined above, we reserve the right to require a damage deposit which shall be at least the same amount at the total rental fee, and can be as much as 2 times the full rental amount – meaning that in some rare cases the Security Deposit can be higher than the event rental fee. Full payment of Security Deposit is due when FRA is signed, unless otherwise agreed to in writing by both parties. If the event is cancelled at least 15 days before event is scheduled, 100% of Security Deposit shall be returned. This deposit shall cover damages to venue and/or costs born by OM Center not specifically covered by Facility Rental Agreement (such as extra cleaning required, staffing , over time hours etc)

Security Deposit shall be submitted: In cash or money order – by credit card (a hold for security deposit amount will be placed on credit card) or by check (check shall be deposited, and return of deposit shall be in check form from OM Center). Security deposits will be returned (unless there are charges against) within 10 working days of event.

Event Coordinating Fee

A staff fee is charged for all events at Miami Art Space or Miami Event Space. This fee covers both on-site event coordination and limited pre-event planning support. This fee is non-refundable.

Hold Harmless

User must agree to indemnify and to hold OM Center/Miami Art Space, and its heirs and assignees, completely harmless as to any and all claims or demands whatsoever, including but not limited to personal injury, death or damage to property or to the premises incurred or sustained as a direct or indirect result of activities of the User. User understands that personal responsibility, common care and caution is the responsibility of all persons on property. User accepts the grounds and facilities “as is” and assumes full responsibility for its staff, assignees, contractors and guests upon execution of this facilities rental agreement.

Permits

It is understood that User is solely responsible for securing and paying for any permits that may be required in connection with the event, and will provide proof of such permits to MAS/MES prior to event/function. In addition, if city police or fire departments require onsite personnel for the event, the User is responsible for and will absorb all related costs.

Publicity/Media/Photography

MAS/MES reserves the right to review and approve, in advance, all proposed plans for events, including but not limited to choice of rental company, caterer and valet parking service, as well as proposed construction plans, space configuration, circulation plan, seating arrangements, lighting, décor, entertainment, and all set-up delivery schedules.

In some cases – event invitations, posters, flyers, signs, or other publicity pertaining to the event, including press releases, must be reviewed and approved in advance by MAS/MES.

Photography/filming permission determined on a case-by-case basis.

Facility

FRA covers the rental for the venue only. User is responsible for all other services/needs.

Event producer/User is responsible for providing OM Properties Management LLC with list of all vendors and their respective contact information within 20 days of event.

Security

MAS/MES may require security on-site during larger events (including prep and wrap). All security costs born by User.

Parking

Miami Art Space does not provide any parking. There is street parking and a private lot sometimes available. User is also encouraged to consider Valet options.

Miami Event Space does have a lot available, as well as on-street parking. An additional fee will be applied for use of this parking lot. User is also encouraged to consider Valet options.

Cleaning

Clean up and removal of all garbage from the event is the responsibility of User and/or User's vendors. MAS/MES has a preferred crew that can provide this service, but shall consider other cleaning options on a case-by-case basis. Cleaning costs are sole responsibility of User. No trash can be left on site. For groups of 100 people or more, provisions to have on-site cleaning/bathroom attendant may be required.

Construction

MAS/MES has staff to help build out event spaces, a separate fee for this work would be required.

Rentals

Users must provide any equipment they or their vendors require. Delivery and pick-up of all equipment must be coordinated with the MAS/MES liaison. The liaison must clear all delivery schedules involving elaborate rentals.

In compliance with fire regulations, aisles between tables indoors must be a minimum of six feet to insure free flow of traffic. Doorways must not be obstructed. All applicable building capacity requirements, fire codes, and regulations regarding exits and entrances must be adhered to.

All rentals and equipment must be removed as promptly as possible after the event. MAS/MES shall not be held responsible for any equipment, material, or property of any individual left on premises by the User or its vendors.

Deliveries

MAS/MES will not under any circumstances accept COD deliveries on the User's behalf. MAS/MES personnel will accept certain small deliveries on the User's behalf with prior arrangement.

MAS/MES staff will not assist in loading, unloading, or carrying equipment to usage area. The User and/or User's vendors should provide their own dollies or carts.

Catering

Caterer must provide required & appropriate permits in connection with events. Food and beverages may be consumed and served in designated areas only.

The User will be responsible for ensuring that the caterer cleans up thoroughly. This includes removing all catering equipment, all supplies and all garbage from premises, mopping/cleaning any messes in food prep/cooking area, not leaving any dirty dishes or any trash in kitchen.

Caterers may not cook with open flame inside building.

Trash cans and liners within the venue are the responsibility of the User. User/Caterer is responsible for emptying trash from cans and replacing liners throughout the event, and ensuring trash areas are clean at end of event

Alcoholic Beverages

The User is solely responsible for complying with all city, county and state laws, rules, ordinances, and regulations concerning the service and consumption of alcoholic beverages.

If liquor is sold, and appropriate liquor license must be obtained and provided to OM Center LLC no less than thirty (30) days prior to event.

Power/Electric

All energy and power needs must be reviewed with MAS/MES prior to event; we recommend at least 4 weeks prior to function to avoid last minute emergencies. Electrical equipment may only be serviced by electrical lines designated by MAS/MES as having sufficient capacity. Any electrical equipment such as microphones, speakers, amplifiers, projectors, extension cords, generators, etc. must be located in contracted areas.

Décor/Modifications/Repairs

Signs or other “markers” are not permitted outside the Venues unless approved in advance. No structural modifications of property will be permitted without prior approval. Nails, staples, and tape may be used at Miami Art Space usually without prior approval. These same items require specific prior approval to be used at Miami Event Space.

Any costs for repair of structure, walls, etc. to pre-event state shall be born by User.

Walk Through

It is strongly recommended that User conduct a detailed walk-thru to determine specific needs with ample time before their event. Also – prior to “load-in” a walk-thru to determine prior/existing damage is strongly recommended. At wrap of event, User should do a post-event walkthrough with MAS/MES staff to identify any outstanding issues, damages, extra clean-up, etc.

****These guidelines may be modified without prior notice****