



## Newport Visual Arts Center Rental Policies: Read Carefully

The Newport Visual Arts Center (VAC) is owned by the City of Newport ("City") and managed by the Oregon Coast Council for the Arts (OCCA). These policies are designed to ensure safe usage and to protect the building. OCCA retains sole authority to not return cleaning deposits, to assess additional fees and to revoke rental privileges.

**ACCESS:** Rental of a VAC classroom provides access to the designated rental room and second-floor restrooms. Rental does not provide access to other rooms, or use of common spaces as gathering areas. Access the building through the second- or third-story entrances and not through the first-floor entrance. Access through the first-floor entrance is prohibited when the building is closed to the public. The exterior door that provides access to your rental room may remain unlocked during your rental period; all other doors must remain locked. Prior to your event, inform your guests on where to enter the building. VAC rental rooms can be rented and accessed from 6am to 11pm.

**TABLES/CHAIRS/EQUIPMENT:** Tables and chairs in Room 205 will be set up in classroom style. Renters are free to re-arrange them, but tables and chairs must be returned to original classroom arrangement. Do not store tables and chairs in hallway or kitchen (store in a room corner). Blue chairs must be returned to their portable rack. Rental of Room 205 (2W) includes use of 11 7'x3' tables, and 4 6'x3' tables and up to 40 chairs (30 black, 10 blue). Rental of Room 302 (3W) includes use of 4 5'x2.5' tables and 14 chairs. Extra chairs are not available, and chairs cannot be moved from other rooms in the building. Do not draw on or deface tables and chairs. Renters must provide adequate table coverings. Do not stand on chairs. Do not put hot items atop the tables.

**KEYS:** Before acceptance of entry key, renters sign a rental application form or an invoice and arrange for key pick up from OCCA staff prior to event. All keys must be returned as instructed. Key replacement fee: \$50. Rental keys open a designated exterior door, not open interior doors. Interior spaces are accessed via the exterior entrances.

**PAYMENT PRIOR TO EVENTS:** Rentals are not considered confirmed until payment and deposit are made.

**CHECK-OUT LIST:** See attached check-out list. Check out list is also posted in rental rooms.

**KITCHEN USE:** Unless the kitchen usage fee has been paid, kitchen use is limited to counter space. If kitchen usage fee has been paid, allowed usage includes appliances, plateware, cookware, silverware and other supplies. If using the dishwasher, leave enough time to empty the dishwasher before leaving.

**CLEANING EQUIPMENT:** Mops, brooms and other equipment are in the Janitor Room located on the second-floor hallway. Mop and sweep as needed.

**ROOM CAPACITY:** Renters are responsible for not exceeding room capacity, so as to provide for the safety of all users and to meet fire codes. The total capacity for Room 205 is 75 persons; capacity for 302 is 20 persons.

**HEATING/THERMOSTAT:** Room 205 is heated by a ductless system. The system works best when exterior doors are closed. Renters are not allowed to adjust the thermostat.

**SMOKE/FIRE ALARM:** In the case of a smoke or fire alarm being activated, renters must exit the building immediately through the nearest exit and await confirmation that the building is safe before re-entering.

**EMERGENCIES:** In the case of immediate physical harm, medical emergency or fire, call 911. In the case of other emergencies, call the Newport Police non-emergency line at 541-265-4231.

**FIRE EXTINGUISHERS/FIRST-AID KITS/DEFIBRILLATOR:** Fire extinguishers are visible in Room 205 and Room 302. First-aid kits are located in both rooms. In case of a heart attack, a defibrillator is located in the second-floor hallway (west end). Follow directions for use of extinguishers (written) and defibrillator (audio).

**INCIDENT, ACCIDENT AND NEAR-MISS REPORTS:** In the case of an incident, accident or "near miss," contact an OCCA VAC staff person. If VAC staff is not available, fill out incident/accident form as thoroughly as possible and notify VAC staff via phone or email. Renters will be notified of the location of accident/incident forms during building walk through. In case of building equipment malfunction, see the call list located with the incident/accident report forms.

**FIRE EXITS:** Do not block any fire exits (doors with exit signs above them).

**DECORATIONS, WALLS, AND WINDOWS:** Free-standing decorations are preferred. Do not affix anything to ceiling, windows or lights. Only blue painter's tape may be used to affix items to doors, walls or columns. No pushpins. No temporary paint or chalk. Candles and open flames are prohibited.

**SMOKING:** Smoking and vaping are prohibited inside rooms and within 10 feet of doors/windows.

**TRASH/RECYCLING:** The building trash/recycling area is south of the exterior entrance to Room 205 (second floor). Green bins are for trash; blue bins are for recycling. See new recycling guidelines posted in the rental rooms. Glass items are not recyclable and must be taken by renters upon leaving the building. Replace trash bags with those located on the sides of trash baskets. Renters are limited to one large bag of trash and one large bag of recyclables.

**NOISE:** Renters are responsible for following noise ordinances. After 10pm, no noise outside the building.

**WEAPONS & CONTROLLED SUBSTANCES:** Weapons and controlled substances are prohibited.

**ALCOHOL:** Alcohol must be served responsibly in accordance with the Laws, Rules Regulations of the State of Oregon Liquor Control Commission. Alcoholic beverages may not be sold without proper permits. Alcoholic beverages cannot be served to any person who is under the age of 21. Alcoholic beverages cannot be served to any person who is visibly intoxicated.

**MINORS:** Renters must be 18 years of age or older. Activities for minors, age 17 and under, must be supervised by adults. Do not leave children unattended. Do not allow children or others to play in raised outdoor landscaping.

**DISRUPTIVE USES:** Users of the rental rooms may be asked to leave if use is deemed disruptive or in any way contrary to OCCA policy. OCCA staff may enter and remain in a meeting room during a scheduled event.

**PROPERTY OF OTHERS OUTSIDE ENTRY AREAS:** The OCCA cannot guarantee that items will not be left outside entry areas by the general public. If property is a hazard or nuisance, call the City of Newport Police department's non-emergency phone number. See "emergencies" section above for phone number.

**SCHEDULING, CANCELLATIONS AND REFUNDS:** Rooms will be scheduled on a first-come, first-served basis. Reservations may be made up to a maximum of twelve (12) months prior to the desired date and are preferred at least 24 hours prior to rental. The date is reserved when application and payment are received. Full refunds will be granted two calendar weeks before rental date; 50% refund will be granted 72 hours before rental date; and no refunds will be granted without 72-hour notice. Refunds will not be made for events not utilizing the full rental time period.

**GENERAL LIABILITY:** The OCCA retains the sole authority to not return cleaning deposits, to assess additional fees and to revoke rental privileges. All rental rates are based on regular and normal wear and tear. Usage beyond regular and normal use will result in extra charges. Any property damage beyond normal wear and tear may be replaced or repaired at the option of the City or the OCCA Board of Directors at user's expense. Liability will be the actual repair or replacement cost. The applicant holds the City and OCCA, their employees, and agents harmless from any claim, loss, or liability arising out of or related to the applicant's use of the premises, or from any condition of the used premises, including any such claim, loss or liability which may be caused by or contributed to in whole or in part by the City or OCCA, their employees and agents. The applicant indemnifies the City and OCCA, (1) for any damage to the City's or OCCA's property occurring during the use thereof, whether or not the applicant is responsible therefore and (2) for expenses and costs, including attorney's fees, incurred by the City or OCCA or its employees and agents, in defending against any claims or demands for losses or liability arising from or related to the applicant's use of premises.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

**FAILURE TO FOLLOW GUIDELINES AND CHECK-OUT LIST COULD LEAD TO FORFEITURE OF ROOM DEPOSIT.**

If you have special needs or questions, contact Charlotte Dinalt, 541-265-6540, to make arrangements. Preferred rental contact hours: Tuesday (3-6pm), Thursday (3-6pm) and Saturday (3-6pm).