

## PopUp Facility Terms of Use

Updated November 2021



Our "permanent popup" offers a place for local artists, organizations, and creatives to develop a variety of events ranging from art shows and open mics to yoga classes and lessons in drag. Thanks to OUR FUNDERS/, use of the PopUp is fully subsidized, and events are offered free and open to the public. As a program of the WORCESTER CULTURAL COALITION/, we are dedicated to cultural equity, community engagement, collaborative co-working, and creative entrepreneurship.

The Worcester PopUp is not a traditional venue. Our goal is to engage and support presenters in understanding the mechanics and business of working in the creative sector. It is for this reason that we expect presenters to take the initiative in organizing their event team, delegating work when needed, and being hands-on with every other aspect of their event. Our staff is here to assist, guide, inform, and walk presenters through the steps that we have learned can help make events successful. Our staff is here to help support your growth as an artist, organization, and creative small business via use of our space and combined experience. We offer a host of items and services that you may use during your event. Please ask us about any of them if you would like more information.

- Use of up to 10 of our 6 foot banquet style table tables
- Use of up to 100 folding chairs
- Merch and art/product sales processed by PopUp staff
- Kitchenette for catering service
- Use of our built in projector and screen
- Bluetooth connectivity to our inhouse sound system
- Full bar service
- Art hanging rail system
- Accessible bathrooms
- Party lighting

**In order for your event to be approved, please accept the following terms and conditions.**

1. The Worcester PopUp agrees to provide exhibition and event space to selected Presenter, if approved, at the site 20 Franklin Street, Worcester, MA 01608.
2. The Worcester PopUp reserves the right to deny, cancel or reschedule any event at any time for any reason.
3. Ticket sales/door fees for entrance must be approved by the Worcester PopUp Managing Director. If approved, a commission of all proceeds will be made payable to the Worcester Cultural Coalition. Door fees, art sales, and funds raised will be subject to a 25% commission. Food sales will be subject to a 15% commission. All commissions are calculated from gross sales.
4. Alcohol and concessions sales will be managed by the PopUp, and all revenues will be retained by the Worcester Cultural Coalition.
  - a. In order to request bar service for events at the PopUp, presenters must agree to a \$125 Bar Service Fee. This fee covers bar usage, and the bartender's minimum wage and gratuity.

## PopUp Facility Terms of Use

Updated November 2021



- b. All presenters interested in having bar service during their event must make a request through the PopUp at least one month prior to their event date.
      - i. Requests for bar service with less than one month's notice are not guaranteed to be granted.
5. Any catering or food service must be organized independently by the presenter. The PopUp can make recommendations, but will not be responsible for the booking nor management of a food vendor.
6. Staffing: for all events, there needs to be a manager on duty in the PopUp - Doménica or Hank, and we'll schedule that internally.
  - a. If you request bar service, we'll provide a bartender through The Hanover Theatre.
  - b. We will also provide security for Covid-19 policy enforcement.
  - c. It is the responsibility of the presenter to staff their own events for things like box office, greeters, etc.
7. Final approval of event will be withheld until all required contracts and promotional materials are submitted to and approved by the PopUp Managing Director. Required items include: Signed facility terms of use contract, exit checklist contract, DiscoverCentralMA.org calendar posting, and Facebook events post. Posts will not be approved until all promotional images and wording are included and reviewed by PopUp staff.
8. The Worcester PopUp does not host religious or political programming.
- 9. Presenters are solely responsible for restoring the space, per these steps:**
  - a. Completely break down and remove all display materials and personal items
  - b. Sweep and mop floors
  - c. Empty all trash cans and place bags in dumpster or take with you
  - d. Wipe down all tables and return them neatly to storage
  - e. Return all chairs to storage, neatly stacked on carts
  - f. Clean kitchen, tables, and JMAC space used during event
  - g. If using the walls or art rail system: remove all wires used to hang artwork; remove hanging hooks from wires and return neatly bundled; clean/remove any marks or residues from walls
10. The PopUp does not supply staff for events. Presenters are responsible for providing staff.
11. A refundable deposit of \$100 must be placed to secure your date. Should you fail to properly breakdown and clean after your event according to our policies, the PopUp Managing Director reserves the right to retain your deposit in order to cover the cost of repair and/or cleaning. If the space is damaged in any way the deposit is forfeited and you will be billed for the cost of repairs above the deposit amount. It is your responsibility to manage your event and guests.
  - a. Managing your own event will also be understood to mean ensuring that your guests and contractors comply with any current-Covid related mask mandate while on the premises. Any fines or fees levied as a result of your events' guests not being made aware of by you or intentionally not complying with health and safety policy will be passed on to you.

**PopUp Facility Terms of Use**

**Updated November 2021**



- 12. Any cancellation request must be received in writing at least one week prior to the scheduled event date. Failure to give one-week's notice will result in forfeiture of the \$100 security deposit. If you are unsure of your ability to proceed with your event, please inform us immediately. We would much rather have you reschedule than not show up.
- 13. Artwork sold during this period may not be removed until the conclusion of the exhibit.
- 14. Neither the Worcester Cultural Coalition nor the Worcester PopUp is responsible for any damage or liability encountered by the presenter during the use of the facility. Presenter will be held liable.
- 15. Presenters shall indemnify, defend and hold harmless The Worcester Cultural Coalition, The Hanover Theatre, The JMAC, its officers, agents and employees from and against any and all losses arising from:
  - a. Personal or bodily injury to or death of persons or damage to the property of Licensor or Owner(s) or loss of income to Licensor or Owner(s) to the extent caused or alleged to be caused by the negligent acts, errors and/or omissions or the willful misconduct of Licensee, its officers, agents, employees, contractors or subcontractors;
  - b. Personal or bodily injury to or death of persons or damage to the property of Licensee to the extent caused by the grossly negligent acts, errors and/or omissions or willful misconduct of Licensor, its officers or employees; or
  - c. Any claim alleging that the Event or any part thereof (including advertising and marketing materials), infringes, misappropriates, constitutes unauthorized use of, or otherwise violates any rights of a third party, or any breach by presenter of any of the provisions of outlined hereunder.
  - d. Presenters failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to presenters performance of this Agreement;
  - e. Any unlawful acts on the part of the presenter, its officers, agents, employees, contractors, or subcontractors.

---

Name (Printed) and Title:

---

Signature of Presenter:

---

Organization/Business (if applicable)

**PopUp Facility Terms of Use**

**Updated November 2021**



---

Date: