



## VENUE AGREEMENT

As an official Arts Night Out venue for the 2021 event series, you agree to adhere to the following during the planning and execution of all Arts Night Out events held in 2021:

- 1. Selection of Art and Artists:** The venue shall be solely responsible for selecting all artists and art displayed or performed during Arts Night Out. The Arts Council encourages the use of Arts Council members as well as local artists in the greater Lansing area and State of Michigan. A directory of Arts Council members is available at <https://www.lansingarts.org/membership/member-directory>. We are happy to work with you to match you to an artist.
- 2. Definition of Art:** The Arts Council uses the term “art” broadly to describe a wide array of artistic mediums. Examples of artist(s) (both youth and adult) and artistic disciplines that may collaborate in Arts Night Out include (but are not limited to):
  - Painting, drawing, watercolor, photographers, traditional visual art,
  - Writers, authors, storytellers,
  - Public artists like chalk artists, Plein Air painters, street performers,
  - Sculptors, ceramicists,
  - Spoken word artists, poetry, literary arts,
  - Fiber artists, weavers,
  - Screen-printing, printmaking,
  - Jewelry, wood, and metal artists,
  - Design arts, graphic design, computer illustrations, digital media,
  - Culinary arts, food design, food presentation,
  - Videographers, film directors, documentarians,
  - Singers, musicians, bands,
  - Arts & culture non-profit organizations, community organizations, galleries, cultural associations,
  - Dance troupes, dance movement organizations, shoe demonstrators,
  - Theatre groups, theatre shows,
  - Festival, annual event, or other pop-up event organizers
  - Arts educators, classroom work, young creatives, therapeutic arts
- 3.** While all artistic mediums will be considered for Arts Night Out, the Arts Council reserves the right to, at any point, refuse or modify collaborations that are deemed inappropriate for Arts Night Out events. This includes refusing or modifying mediums that do not match the submitted marketing collateral images.
- 4. Retention of Rights by Artists:** Artists shall retain all rights to their art created before and during Arts Night Out events. All tangible work by the artist(s) must leave the venue after the conclusion of each Arts Night Out event.

- 5. Presentation Space:** Venue shall provide, without charge, space for the artist to display, create and/or perform. The presentation space shall be easily accessible to each attendee and artists, well-lit and secure.
- 6. Promotional Materials:** Venue agrees to provide recognition of artist(s) in self-produced promotional materials for Arts Night Out, including but not limited to print, digital, and social media marketing. As an official Arts Night Out venue, venue agrees to use only the Arts Night Out and Arts Council logos that have been provided and will not alter the provided logos in any manner. The Arts Council retains all rights in its name and logo, and to approve or deny its use for any reason. Venue will display the Arts Night Out banner prominently on their front windows. Venue also agrees to allow the Arts Council's use of promotional materials including but not limited to photos, print, digital, and social media.
- 7. Communication:** Venue agrees to provide the Arts Council with all requested information for venue and artist(s) participation in each Arts Night Out event.
- 8. Credits, Publicity, Photo Reproduction, and Other Marketing:** All signage, advertising, promotional, or other informational material of any kind concerning Arts Night Out created by venue, will carry the following credit: Arts Night Out, presented by the Arts Council of Greater Lansing.
- 9. Reception/Food & Drink:** Providing food and beverages to the attendees at Arts Night Out is optional but highly encouraged to create a welcoming atmosphere. The service of food and beverages (if any) should be mutually agreed upon by the venue and artist(s) to ensure an appropriate atmosphere. The Arts Council will not provide any food or beverages for venues.
- 10. Alcohol:** It is solely in the venue's discretion to decide whether to serve or permit a third party to serve alcohol at the venue. The Arts Council offers no recommendation, guidance, or oversight in this decision, or in carrying out the venue's decision, and will not be liable for any direct or indirect effects of the decision. The venue agrees that it is the sole responsibility of the venue to ensure that alcohol service at the venue complies with all applicable laws of the State of Michigan with regard to the distribution and consumption of alcohol.
- 11. Cost:** Venue agrees to pay \$40 to the Arts Council of Greater Lansing for each monthly event participating in Arts Night Out no less than 30 days prior to each event. Venue agrees not to charge artist(s) for this fee unless previously agreed upon between venue and artist(s). Failure to pay fees may result in withdrawal as an official venue of Arts Night Out.
- 12. Commissions:** Commissions are allowed as part of an optional individual agreement between the venue and artist(s). It is recommended that commission fees for the sale of artwork be designated in advance.

- 13. Cancellation:** In the event the venue needs to cancel participation in an Arts Night Out event, the venue must notify the Arts Council in writing at least 45 days prior to the scheduled event date and a full refund will be issued. The Arts Council retains the sole authority to cancel an Arts Night Out event due to weather or any other uncontrollable circumstances in the Arts Council's sole discretion. The Arts Council will provide notice of the cancelation, and said event will not be re-scheduled. No refunds will be given; however, credits will be issued for future Arts Night Out events.
- 14. Indemnity:** Venue releases and agrees to indemnify, defend, and hold harmless the Arts Council of Greater Lansing, its members, directors, employees, and officers from all liability, losses, claims, demands, surcharges, causes of action, costs and expenses (including legal fees, costs and expenses), whether incurred in defending against or settling such claims or enforcing its rights under this agreement, which may arise from or relate in any way to Arts Night Out.
- 15. Insurance:** Venue shall maintain comprehensive general liability and premises coverage in the amount of at least \$250,000 and shall present a certificate of insurance certifying such coverage upon request by the Arts Council.
- 16. Applicable Law:** This agreement shall be governed by, and construed and enforced, in accordance with Michigan law.
- 17. Construction and Severability:** If any part of these guidelines/agreement is held to be invalid or unenforceable, such holding will not affect the validity or ability to enforce of any part of these guidelines/agreement so long as the remainder of the guidelines/agreement is reasonably capable of completion.

By signing this document, I certify that I have read and agree to the terms and conditions of the Arts Night Out Venue Agreement.

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

\_\_\_\_\_  
Venue

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For questions regarding this agreement, please contact:  
Meghan Martin, Executive Director ([meghan@lansingarts.org](mailto:meghan@lansingarts.org))



**Arts Council of Greater Lansing**  
1208 Turner St., Lansing, MI 48906  
Phone: (517) 372-4636