

DECATUR AREA ARTS COUNCIL FACILITY RENTAL AGREEMENT

THIS AGREEMENT is entered into by _____ (Lessee) and the Decatur Area Arts Council ("DAAC") for the use of its Arts Center ("Facility.") Contract must be filled out COMPLETELY.

Lessee's Address _____

City _____ State _____ Zip _____

Phone - Daytime _____ Evening _____

Email _____ Expected Attendance _____

Title of Event _____

*Date of Event _____ Event Start Time _____ a.m./p.m

Arrival Time _____ a.m./p.m. Departure Time _____ a.m./p.m.

*(All persons connected with this lease, equipment, etc. must vacate the facility by the stated departure time, and in all cases no later than **11PM**. Lessees who exceed the contracted time will be charged **\$75 per half hour** beyond the rental period. Lessees who do not vacate the building by 11 p.m. will be considered in violation of the rental agreement and will incur additional penalties. Building hours: 8:30 a.m. to 4:30 p.m. Mon.-Fri.; 10 a.m. to 11 p.m. weekends. Daytime hours outside building hours must be arranged in advance)*

Caterer, DJ, or other service personnel? Yes No

(Please list each service subcontractor and the time of their arrival.)

#1 _____ Arrival Time _____

#2 _____ Arrival Time _____

Alcohol? Yes No

*Liquor liability insurance is required for the serving of alcohol. The insurance may be carried by the caterer or the Lessee. The holder of said insurance must provide DAAC prior to the function with a Certificate of Insurance naming DAAC as an additional insured party. The **selling** of alcohol requires permission from the city and a Liquor License from the state. (Restaurant liquor licenses are for the restaurant location only.)*

For Office Use Only:	Room: _____				
Item	Amount	Method	Date	Received	
Total Amount Due (See Page 2)		-	-	-	
50% Booking Deposit (Due at Time of Booking)					
50% Damage/Clean-Up Deposit (Refundable Day After Event)					
Balance Remaining (Due 2 Weeks Before Event (Date: _____))					

The remaining balance and applicable damage/clean-up deposit must be received by DAAC no later than two weeks prior to the event. Failure to submit payment by this deadline will result in cancellation of the rental agreement. Lessee's Initials _____

Damage/clean-up deposit is **required. Credit Card Information will be held until event is over and the building is assessed for damage, extensive cleaning, and/or late departure.

ROOM RATES & INFORMATION

NOTE: Please call for **Not-for-Profit rates**.

Room	Capacity	Standard Rates	Not-for-Profit Rates
2 nd Floor Classroom	40 Seated 50 Standing	\$100 / Hour No Minimum	Call
3 rd Floor All Purpose	100 Seated 200 Standing	\$100 / Hour 4 Hours Minimum	Call
Room Cost			

Requests for Not-for-Profit (NFP) Rates must also provide the following: All requests for NFP Rate must be reviewed and approved by DAAC administration.

Name and primary purpose of NFP organization:

Brief description of event and how it supports the organization's mission:

Copy of the organization's tax exemption letter from the Internal Revenue Service (IRS).

EQUIPMENT RENTAL RATES (*subject to availability*)**TABLES & CHAIRS**

Equipment	# Available	# Needed
5-Foot Rounds	12	
6-Foot Rectangular	10	
White Chairs	120	
Small Rounds*	9 (\$5 ea.)	
Small Squares*	8 (\$5 ea.)	
Small Rectangles*	5 (\$5 ea.)	
Table/Chair Cost		

5' rounds, 6' rectangles & chairs included in the price of the room rental.

*8 of the small tables can be made into bar-height tables.

Renters are responsible for setting up their own tables and chairs. At the conclusion of the event, all tables must be placed against the wall so that DAAC staff can clean and store them the following day.

RENTAL EXTRAS

Equipment	Cost	# Needed
Podium	No charge	
Sound System	\$20	
Wireless Microphone	\$10	
Projector	\$25	
Projection Screen	\$25	
Extras Cost		

Room Cost	
Table/Chair Cost	
Extras Cost	
Total Amount Due	

RENTAL AGREEMENT TERMS

Contract is subject to approval by DAAC management. If any violation occurs, lease is subject to immediate termination by the DAAC. All rentals require availability of a building attendant.

- **PAYMENTS & REFUNDS:** Half of the total rental fee is required to hold the date of your event on our calendar. **The balance due and applicable damage deposit must be received two weeks prior to your event. This contract will become null and void if such payment is not made.** The rental fee will be refundable only if reservation is cancelled 14 days in advance. A **\$50 transaction fee** will be charged for the processing of the cancellation. Any returned (bounced) check will incur a **\$50 fee**, in addition to any applicable bank charges. Failure to promptly provide an alternative form of payment may result in cancellation of the rental agreement. **Lessee's initials** _____
- **CREDIT CARD ON FILE:** **A valid credit card must be provided at the time of booking** and will be kept securely on file. In the event of damages to the facility, failure to clean up as required, or other violations of this agreement, DAAC reserves the right to charge the card on file for the cost of repairs, cleaning, or additional fees. Customer will be notified and information will be shredded when balance is paid in full. **Lessee's initials** _____
- **GLITTER, CONFETTI and other decorative scatter are prohibited** anywhere inside or outside of the facility, and use may result in damage/clean up charges will result from use. **Lessee's initials** _____
- **OCCUPANCY:** Lessee shall be the sole user of the facility for the date and time specified. Lessee may not sublet the facility, nor use it for purposes other than that designated in this agreement. Lessee agrees to limit the number of guests according to the maximum listed:
 - Second Floor Classroom (40 seated, 50 standing)
 - Third Floor All-Purpose Room (100 seated, 200 standing)

The DAAC strictly prohibits the Lessee and all persons connected with this lease from entering any part of the building not specified, without prior consent of the DAAC. The Lessee shall not permit any unlawful or immoral acts to be committed on the leased premises. No animals are permitted inside the premises, except for those assisting a person with disability.

The Lessee will ensure that everyone in attendance complies with the terms of this lease, all regulations of the Decatur Police and Fire Departments, City of Decatur Ordinances, as well as the laws of the State of Illinois and the United States.

The Lessee, all persons connected with this lease, equipment, etc. must vacate the facility by the stated departure time (no later than 11 p.m.). Late departures will have an additional fee deducted from their Damage Deposit at a rate of **\$75 per 30 minutes**; minimum \$75. If necessary, pick up of equipment may be scheduled for 9 a.m. the next business day. Occurrences outside these guidelines will result in a \$25 fee, plus \$25 for each day equipment remains in the Madden Arts Center. **Lessee's initials** _____

- **SMOKING RESTRICTION:** Lessee understands that smoking anywhere inside the Madden Arts Center is a violation of State Law. **Lessee's initials** _____
- **DECORATION:** Lessee will have access to the facility for decorating and set up only during the specified rental period. **Absolutely nothing is to be attached to the walls.** No light bars or other devices shall be hung from any ceiling in the facility. No nails, screws, staples or other items are to be used on walls or floors. Smoke/fog machines are not allowed. No sparklers, fireworks, or other incendiary devices. If the smoke alarm is activated due to lessee's actions, lessee forfeits the damage deposit and this contract may be terminated. **No exceptions.** **Lessee's initials** _____
- **CLEAN UP:** The Lessee will be responsible for clearing the room of personal items and decorations and placing food and trash in receptacles by the end of the rental period. Renters are responsible for setting up their own tables and chairs. At the conclusion of the event, all tables must be placed against the wall so that DAAC staff can clean and store them the following day. Lessee is to return the space to the same clean condition in which it was found or **damage/clean up charges** will apply. **Lessee's initials** _____
- **FOOD:** DAAC does not provide, nor arrange for catering. Outside catering is allowed at the sole cost of the Lessee. **Lessee's initials** _____

- **CONDUCT:** Children twelve and under must be supervised at all times by an adult. The Lessee is responsible for the behavior of *all guests*. Lessee and their guests shall use the premises in a considerate manner at all times. Any type of physical violence or conduct deemed disorderly at the sole discretion of the DAAC staff shall be grounds for immediate expulsion from the premises and immediate conclusion of the rental period. In such cases NO refund of the event cost shall be made. **Lessee's initials** _____
- **DAMAGE TO PREMISES OR EQUIPMENT:** The Lessee is responsible for any and all damages, losses or liability caused by the Lessee, its guests, or anyone contracted by the Lessee to provide services or goods for the function. Any costs incurred by the DAAC for cleaning above and beyond normal usage of the facilities, inside and outside designated rented space, restrooms, furnishings or landscaping will be considered damage and deducted from the damage deposit. Should amount of damage exceed deposit, Lessee will be charged for additional costs. **Lessee's initials** _____
- **SOUND & MUSIC:** Lessee may provide its own radios, stereo systems, DJ service, or other sound services. NO smoke generators. All equipment must be removed by the stated departure time. **Lessee's initials** _____
- **ACTS OF GOD AND OTHER EVENTS BEYOND OWNER'S CONTROL:** The DAAC is not liable for non-performance of this Agreement due to labor disputes, strikes, accidents, government regulations or restrictions on travel or transportation, floods, fire or other damage to the facilities, riots, national emergencies, acts of God, and other causes which are beyond the control of the DAAC. **Lessee's initials** _____
- **INDEMNITY:** Lessee shall indemnify, save and keep harmless the DAAC, its Board Members, agents and employees from any and all loss, cost, damage, liability or expense claimed by any person or persons for any injuries to person or property arising in any way from the use of the leased premises by Lessee. **Lessee's initials** _____
- **LESSEE MATERIALS & PROPERTIES:** The Lessee is responsible for arranging the delivery and removal of its own supplies, merchandise, or other items as well as any related expense. **The DAAC must be notified in advance of any delivery** arrangements to ensure acceptance of the items upon arrival. The DAAC will not be responsible for lessee property on the premises, and is not liable for loss, theft, or damage of such property. For any items of property not removed after the function, Lessee grants DAAC authorization to remove them at the expense of the Lessee. The DAAC will not be responsible for any damage or loss sustained during said removal. **Lessee's initials** _____
- **MANAGEMENT:** The DAAC manages and exercises the right to be on the leased premises for management and operational purposes and to enforce the regulation of this agreement as well as carry out DAAC functions. **Lessee's initials** _____

By initialing above and signing below you indicate that you have read and understood the above information and agree to and abide by the terms of this contract.

Lessee's Signature _____ Date ____/____/____

Print Name _____

DAAC Representative _____ Date ____/____/____

EMERGENCY CONTACT # (217) 690-3721 BLDG ATTENDANT _____