

**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.”)

PURPOSE OF USE: _____ DATE: _____

ARRIVAL TIME _____ DEPARTURE TIME* _____
 (*Please note: Madden Art Center facilities are not available after midnight)

EXPECTED ATTENDANCE: _____
 Please note the maximum occupancy for each space listed on page 3.

CATERER OR OTHER SERVICE PERSONNEL: _____ Yes _____ No
 Please list each service subcontractor and the time of their arrival. Due to limited space in the elevator, please stagger the arrival times.

_____ Arrival _____
 _____ Arrival _____

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.

All fees include set-up, staffing and general clean up.

_____ Gallery

Weekdays 8:30-4:30 \$ 250
 Evenings and Weekends \$ 450

TOTAL COST = \$ _____

_____ 2nd Floor Classroom

Weekdays 8:30-4:30 \$ 125
 Evenings and Weekends \$ 185

TOTAL COST = \$ _____

_____ 2nd Floor Studio

Weekdays 8:30-4:30 \$ 125
 Evenings and Weekends \$ 185

TOTAL COST = \$ _____

_____ 3rd floor all-purpose room

Weekdays 8:30-4:30 \$ 275
 Evenings and Weekends \$ 475*

(*Damage deposit of \$250 is required for events in this category)

TOTAL COST = \$ _____

PARTY PACKAGE OPTIONS

White Tablecloths
 \$4.00 Ea. X _____ = \$ _____
Candelabras (14)
 \$15.00 Ea. X _____ = \$ _____
Touchiere Lights (5)
 \$5.00 Ea. X _____ = \$ _____
Sound System - \$10.00
 = \$ _____
High Tables (8)
 \$5.00 Ea. X _____ = \$ _____

Total Rental Amount from page 1: \$ _____
 Tablecloths: \$ _____
 Candelabras: \$ _____
 Torchiere Lights: \$ _____
 Sound System: \$ _____
 High Tables: \$ _____

TOTAL AMOUNT: \$ _____
LESS DEPOSIT: - \$ _____

Balance due 2 weeks prior to event: \$ _____
 _____ Damage Deposit Received Check # _____ Date _____

MEETING PACKAGE

White Tablecloths
 \$4.00 Ea. X _____ = \$ _____
Projector - \$25.00: \$ _____
Sound System - \$10.00: \$ _____
Podium – No Charge: _____
Projection Screen: _____
Lecturn – No Charge: _____

Total Rental Amount from page 1: \$ _____
 Tablecloths: \$ _____
 Projector: \$ _____
 Sound System: \$ _____

TOTAL AMOUNT: \$ _____
LESS DEPOSIT: - \$ _____

Balance due 2 weeks prior to event: \$ _____
 _____ Damage Deposit Received Check # _____ Date _____

RENTAL AGREEMENT TERMS:

PAYMENTS & REFUNDS: Deposit of ½ of total rental due with contract.

Balance due in full 2 weeks prior to event date. This contract shall be null and void if payment is not made.

Rental fee will be refundable only if reservation is canceled 14 days in advance. A \$20.00 transaction fee will be charged for the processing of the cancellation.

.OCCUPANCY: Lessee shall be the sole user of the facility for the date/time specified above. Lessee may not sublet the facility, nor use it for any purposes other than that designated in this Agreement.

The Lessee agrees to limit the number of guests according to the maximum occupancy allowances noted herein.

First floor gallery (100 with tables/chairs; 150 standing)

Second floor classroom (50 with or without tables/chairs)

Second floor studio (75 with or without tables/chairs)

Third floor all-purpose room (120-150 for seated dining; 225 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 practices or acts to be committed upon the leased premises.

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. If any violation occurs, this agreement is subject to immediate termination by the DAAC.

No animals are permitted inside the premises, except for those assisting a person with disability

The facility must be vacated by the stated termination time.

SMOKING RESTRICTION: Lessee understands that smoking anywhere inside the Madden Arts Center is a violation of State Law. Lessee will not allow its guests or contractors to smoke in any part of the Facility.

DECORATION: Lessee will have access to the facility for decorating and set up only during the above specified rental period. Unless prior consent is given by the DAAC, nothing is to be affixed on the walls. No light bars or other such devices shall be hung from any ceiling in the facility. Glitter and confetti may not be used anywhere inside or outside the facility.

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.

FOOD: DAAC does not provide for, nor arrange for any catering. Outside catering is allowed at the sole cost of the Lessee.

CHILDREN: Children must be supervised at all times by an adult. The Lessee is responsible for the behavior of all guests.

DAMAGE TO PREMISES OR EQUIPMENT: The Lessee is responsible for any and all damages, losses or liability caused by the Lessee, its guests, or any persons or organizations contracted by the Lessee to provide services or goods for the function. Damages will be deducted from the damage deposit where applicable. Should amount of damage exceed deposit, Lessee will be invoiced for additional costs.

SOUND & MUSIC: Lessee may provide its' own radios, stereo systems, DJ service, or other sound services. DJ's may not use smoke generators.

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.

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 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 will be notified in advance of any such delivery arrangements to ensure acceptance of the items upon arrival. The DAAC will not be responsible for lessee property placed 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 from the premises at the expense of the Lessee. The DAAC will not be responsible for any damage to or loss of any property sustained during said removal.

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 Signature _____ Date Signed _____

Lessee's Printed Name _____

Lessee's Address _____

City _____ State _____ Zip Code _____

Daytime Phone _____ Evening Phone _____

DAAC Representative _____ Date _____