

# 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.")

Lessee's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_

Email \_\_\_\_\_

Title of Event \_\_\_\_\_ Expected Attendance \_\_\_\_\_

Purpose of Use \_\_\_\_\_

**\*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, no later than midnight.)

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:** \_\_\_\_\_

Total Amount Due \$ \_\_\_\_\_ (See page 2)

\*50% Deposit        \$ \_\_\_\_\_ Method of Payment \_\_\_\_\_ Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

Balance Due        \$ \_\_\_\_\_ Method of Payment \_\_\_\_\_ Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

\*\*Damage/Clean-up Deposit (3<sup>rd</sup> floor - \$250; Classroom - \$100)

Check Received  Ch# \_\_\_\_\_ Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

Deposit Returned  Y  N Amount Returned \_\_\_\_\_ Date Returned \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

**(Balance due MUST be received by DAAC at least two weeks prior to the event, along with linen order, room diagram, damage deposit (if applicable), or this contract becomes null and void.) Lessee's Initials \_\_\_\_\_**

\*50% of the total amount due is required to hold your date.  
\*\*Damage/clean-up deposit is required. Checks will be held until event is over and the building is assessed for damage and/or extensive cleaning.

## ROOM RATES & INFORMATION

**Note:** All fees include set-up, staffing and general clean up. Large events may be subject to additional set-up and/or clean up charges.

Room Availability	Standard Rates		Not-for-Profit Rates	
<b>2<sup>nd</sup> Floor Classroom</b> (Accommodates 40 seated, 50 standing)				
Weekdays 8:30 a.m.-4:30 p.m.	\$125	<input type="checkbox"/>	\$62.50	<input type="checkbox"/>
Evenings & Weekends	\$185	<input type="checkbox"/>	\$92.50	<input type="checkbox"/>
<b>2<sup>nd</sup> Floor Studio</b> (For Arty Parties ONLY – maximum 30 guests)				
Call or check our website for rates & ideas	<input type="checkbox"/>		DNA	
<b>3<sup>rd</sup> Floor (All Purpose Room)</b> (Accommodates 130 seated, 225 standing )				
Weekdays 8:30 a.m.-4:30 p.m.	\$275	<input type="checkbox"/>	\$137.50	<input type="checkbox"/>
Evenings & Weekend	\$475	<input type="checkbox"/>	\$237.50	<input type="checkbox"/>
<b>Room Cost</b>				

Requests for Not-for-Profit (NFP) Rates must also provide the following:

(NOTE: All requests for NFP Rate will be reviewed by DAAC administration for approval or denial within three days of receipt of all required materials.)

Name and primary purpose of NFP organization:

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

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

## EQUIPMENT RENTAL RATES

### TABLES & CHAIRS

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

Equipment	# Available	# Needed
5-Foot Rounds	12	
6-Foot Rectangular	10	
White Chairs	120	
Blue Padded Chairs	60 Gallery Only	
Small Rounds*	9 (\$5 ea.)	
Small Squares*	8 (\$5 ea.)	
Small Rectangles*	5 (\$5 ea.)	
<b>Table/Chair Cost</b>		

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

### RENTAL EXTRAS

Equipment	Cost	# Needed
Podium	No charge	
Sound System	\$10	
Wireless Lapel Microphone	\$5	
Projector	\$25	
Projection Screen	No charge	
Torchiere Lamps (4)	\$5 ea.	
<b>Extras Cost</b>		

### LINENS

Tablecloths are \$5.00 each.

For size, indicate Round or Rectangular.

Tablecloth Color	Size	# Needed
White		
Black		
Hunter Green		
Ivory		
Red		
Cadet (Millikin) Blue		
<b>Tablecloth Cost</b>		

### NAPKINS

No additional charge if table linens are ordered.

Napkin Color (Circle color choice)		# Needed
White	Black	
Hunter Green	Ivory	
Cadet (Millikin) Blue	Red	
Navy	Powder Blue	
Orange	Teal	
Burgundy	Sandalwood	
Peach	Yellow	Pink
Lavender	Purple	Brown

## RENTAL AGREEMENT TERMS

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

- **PAYMENTS & REFUNDS:** Half of the total rental fee is required to hold the date of your event on our calendar. The balance due, damage deposit (if applicable), room diagram & linen order 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 \$50.00 transaction fee will be charged for the processing of the cancellation. **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 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 below:
  - Second Floor Classroom (40 seated, 50 standing)
  - Second Floor Studio (For Arty Parties ONLY – maximum 30 guests)
  - Third Floor All-Purpose Room (130 seated, 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.

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

The Lessee, all persons connected with this lease, equipment, etc. must vacate the facility by the stated departure time (no later than midnight). If necessary, pick up of equipment may be scheduled for 9:00 a.m. on 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 will not allow its guests or contractors to smoke in any part of the Facility. **Lessee's initials**\_\_\_\_\_
- **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. *Absolutely nothing is to be affixed on the walls.* No light bars or other such devices shall be hung from any ceiling in the facility. No nails, screws, staples or penetrating items are to be used on walls or floors. No exceptions. *Glitter and confetti may NOT be used anywhere inside or outside the facility* and may be considered damage to the property if used. Smoke machines also may not be used. **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. 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 for, nor arrange for any 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, both inside and outside designated rented space, restrooms, any furnishings or landscaping will be considered damage to the facility and will be deducted from the damage deposit. Should amount of damage exceed deposit, Lessee will be invoiced for additional costs.

**Lessee's initials**\_\_\_\_\_

- **SOUND & MUSIC:** Lessee may provide its own radios, stereo systems, DJ service, or other sound services. DJs may not use 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 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. **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 \_\_\_\_/\_\_\_\_/\_\_\_\_

**[STAPLE DEPOSIT CHECK HERE]**

**ADDITIONAL DAAC STAFF NOTES:**