



# Facility Rental Agreement

for

# The Center for Contemporary Arts

This rental agreement, made on the \_\_\_\_\_ day of \_\_\_\_\_ between The Center for Contemporary Arts, known herein as the Center, and \_\_\_\_\_, known herein as the Lessee.

The Center hereby permits Lessee to enter and rent the property known as The Center for Contemporary Arts, located at 220 Cypress Street, Abilene, Taylor County, Texas, on \_\_\_\_\_ in accordance with the following terms and conditions:

Lessee shall pay all invoiced charges before or the day of the event as agreed upon in the Fees For Facility Rental document, which is incorporated herein as part of this agreement by reference. The Center will assess a 1.5% monthly interest charge on any invoice past due more than 30 days.

Lessee agrees to rent the premises for the following purpose: \_\_\_\_\_ and for no other purpose without the advance written consent of the Center.

Lessee agrees to oversee the preparation of the premises, and agrees to be responsible for the condition of the premises during and immediately after the rental. Lessee will be responsible for all damages of any kind to the Center's property, including but not limited to, any damages to fixtures, furnishings, carpet, equipment and artwork.

Lessee agrees to pay a refundable security deposit and to purchase insurance through the Center for up to \$1,000,000 in general liability coverage.

Lessee agrees not to allow the premises to be used for any illegal purpose, and not to do, or suffer to be done, in or about the premises any act or thing which may be a nuisance or annoyance to occupants of adjoining property or the neighborhood.

**Lessee waives and releases all legal claims against the Center and its landlord relating in any way to this rental. Lessee agrees to indemnify and hold the Center and its landlord harmless from all legal claims that may arise from this rental, including but not limited to claims for: 1) loss of personal property, 2) damage to personal property, or 3) personal injury of Lessee, Lessee's guests, employees or agents, or any third party.**

Lessee agrees that he or she has received the rental Policies/Rules/Guidelines, which is incorporated herein as part of this agreement by reference. Lessee has read, understood, and signed the Rental Policies/Rules/Guidelines for the Center for Contemporary Arts and will abide by them as part of this rental agreement.

Lessee Signature: \_\_\_\_\_

Lessee Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Center Printed Name: \_\_\_\_\_



# *Event Contract & General Terms*

Please complete this application and return with a \$ 250 security deposit to secure your rental

Event Date: \_\_\_\_\_ Event Location: \_\_\_\_\_

Set Up Time: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Event Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Guests: \_\_\_\_\_

Caterer: \_\_\_\_\_ Phone: \_\_\_\_\_



# Fees for facility rental

## Facility Fees: Minimum of 2hour on ALL rentals

Security Deposit	\$ 250
<b>Insurance: \$150 per event</b>	\$_____
Full Center Rental \$250	\$_____
Partial Center Rental:	
Downstairs \$150 x _____ hours	\$_____
Upstairs Gallery \$100 x _____ hours	\$_____
Photo Gallery \$75 x _____ hours	\$_____
Conference Room \$50 x _____ hours	\$_____
Past midnight charge \$200 x _____ hours	\$_____
Set up/Breakdown/Cleaning Fee \$75 x _____ hours	\$_____
	<b>Total Rental \$_____</b>

## Table Rentals & Linens

60 inch round includes 8 chairs \$5 x _____	\$_____
8 foot banquet includes 8 chairs \$5 x _____	\$_____
Chairs \$.50 x _____	\$_____
Black table cloths- (banquet tables require 2) \$15 x _____	\$_____
	<b>Total table/chairs/linens \$_____</b>

Media Equipment is available upon request for additional charge.

**Event Total \$\_\_\_\_\_**

## Event notes:

---

---

---

---



# *Policies/Rules/Guidelines*

## **Event Charges:**

- Event charges include use of The Center for Contemporary Arts at the “set up time” noted on pg. \_\_\_\_\_. All events are allotted 30min set up and 30 min tear down. For any extensions in time there will be \$150 per hour facility use. Extra hours can be scheduled prior to the day of the event.
- Sales Tax will be applied to all charges. Any organizations with tax exempt status must provide the appropriate form at least 7 days prior to the event. Failure to do so will result in tax being charged.

## **Contract/Deposit/Terms of Payment:**

- A security deposit of \$250, 50% rental fees, insurance, a signed & approved rental contract are required to guarantee event dates. Events are treated as tentative until the signed contract and deposit are received. A deposit amount is stipulated in this contract and is based on this event. The deposit will be refunded within 7 business days after the event. Payment accepted for deposit in the form of Cash, Personal Check, Visa, MasterCard, or Discover.
- The FINAL Payment, based on the final guaranteed guest count is DUE THREE DAYS PRIOR TO THE EVENT in the form of Cash, Personal Check, Visa, MasterCard, or Discover. Payable to The Center for Contemporary Arts. FAILURE TO COMPLY WILL RESULT IN LOSS OF ALL MONIES PAID AND USE OF THE CENTER FOR CONTEMPORARY ARTS.
- Event charges, terms and conditions are subject to change.

## **Cancellations:**

- Cancellations made outside of 30 days of the event will result in a \$100 processing fee
- Cancellations made within 30 days of the event will result in forfeiture of initial deposit.

## **Catering:**

- Renter is responsible for Caterers and time allotted for set up and tear down( time must be allotted in your rental contract to include the time necessary for the caterer to prepare and set up for each individual event ).

## **Smoking:**

- The Center for Contemporary Arts is a NON SMOKING FACILITY. Renter is responsible for guests.

## **Alcohol/Food:**

- Texas State Law requires that no one under the age of 21 be served alcoholic beverages and The Center for Contemporary Arts reserves the right to request identification.

## **Contractor Responsibilities:**

- All contractors must be insured for damages or the undersigned client will be held liable
- All set up timing will need to be coordinated with The Center for Contemporary Arts Staff.

## **Entertainment:**

- All entertainment is subject to approval by The Center for Contemporary Arts and representatives. The Center for Contemporary Arts, reserves the right to control sound levels and activity of entertainment.



# *Policies/Rules/Guidelines:*

## **Decorations/Restrictions:**

- The Center for Contemporary Arts must pre-approve all methods and means of decoration.
- Decorative items are NOT to be affixed to the floor, ceiling, or any other fixture.
- Rice, confetti, birdseed, glitter and silly string are strictly prohibited.
- Failure to comply will result in a \$200 clean-up charge.
- Any decorations left in the facility after the event must be picked up no later than the following Wednesday or risk loss of items.

## **Lost and Found/Security:**

- The Center for Contemporary Arts assumes no liability and the client will hold The Center for Contemporary Arts harmless and without liability for any article sent prior to or left in the facility following an event. Events will be conducted in full compliance with all local, state and federal laws and client will immediately lose the right to the facility if not in compliance.

## **Performance:**

- Performance of this agreement is contingent upon the ability of The Center for Contemporary Arts to complete same and is subject to acts of God, war, labor interruptions, power outages and accidents of suppliers. The signing agent and The organizations/company booking this event with The Center for Contemporary Arts shall indemnify and hold The Center for Contemporary Arts harmless of any loss or damage arising from this scheduled event.

I have read the above terms of The Center for Contemporary Arts and by doing so agree to abide by them. I agree to reimburse The Center for Contemporary Arts for any and all damages. The Center for Contemporary Arts reserves the right to inspect and control all functions. At least 2 responsible adults aged 21 or older must be present and take responsibility for the damage or loss of any personal property. If the rental space is damaged or destroyed by fire or other casualty to an extent sufficient to prevent the use of the rental space under this agreement, then this agreement shall cease and be void and all deposit monies are to be refunded.

Approved application and reservation are non-transferable.

---

Client Signature

Client Printed Name

Date

---

The Center for Contemporary Arts

Date