# **Downstairs Rental Terms of Agreement**



I. Rates and Availability	1
II. Use of the Downstairs Spaces	1
III. Event Set Up	2
Use of facilities	2
IV. Liability	2
V. Cancellation	3
VI. Reserving the Space: Conditions/Request/Payment	3

## I. Rates and Availability

Studio classroom spaces vary in size and are available from April to November.

### **Dance Floor**

Class Use:

3 hour minimum \$90; \$25/hr for additional hours

\$25 refundable key deposit

Meeting Use:

2 hour minimum \$60; \$25/hr for additional hours

\$25 refundable key deposit

# 3D Classroom\*

3-hour minimum \$150; \$25/hr for additional hours \$25 refundable key deposit

\*3D studio is intended for ceramics & sculpture usage only. Prior arrangements must be made for the use of TAC clay, glazes, and kiln(s). If renter is providing separate materials, they must be approved for use by TAC. Use of the studio for clay activities must receive prior training and signed-off approval from TAC staff. Kiln firing is not included in the rental cost. \$25/bisque and \$50 glaze (up to ^5/6)

Non-profit business rates start at 50% of the base rate. New partners will be required to furnish documentation (Tax ID) to establish as a non-profit prior to rate approval.

### II. Use of the Downstairs Spaces

Events must accommodate any/all TAC furniture and setups already in place.

The Renter signing the contract is solely liable, shall be held responsible, and will be billed for any damages incurred to The Arts Center building, facilities, fixtures, furniture, equipment, grounds, or supplies, on the premises occurring as a result of acts or omissions of the Renter or Renter's Guests, and responsible for repair or replacement up to the full cost. Damages are Payable Immediately upon receipt of Invoice.

The Renter is responsible for notifying persons attending the event, including children, to be respectful of the facility and is responsible for the supervision of all people in attendance during the use of the facility.

The Arts Center staff may terminate an event and/or request police assistance at any time to prevent abuse of privileges and to enforce facility rules and regulations.

### III. Event Set Up

The Renter is responsible for setting up before and cleaning up immediately after the event. Time for set up and clean up is included in the rental time. All renters must complete a cleaning checklist.

### Use of facilities

Smoking, vaping and/or lighting of any substance, including candles is not permitted on The Arts Center premises (in building or on grounds).

Kitchen Facilities: The downstairs kitchen is equipped with a sink, microwave, and full size refrigerator. Renters may use non-disposable dishes and flatware on the premises. Disposable items and consumables in cupboards may not be used for rentals.

Plaza: The City of Corvallis Parks & Recreation rents use of the plaza in front of The Arts Center. Applications to rent the plaza must be made to the City of Corvallis ahead of time. FMI: https://www.corvallisoregon.gov/parksrec/page/arts-center-plaza

Thus events renting The Arts Center may not "spill out" to the plaza other than to the steps of the building

# IV. Cleaning

The facility must be returned to the condition in which it was rented. This includes, but is not limited to, wiping down tables and chairs as needed, wiping down kitchen counters, washing and drying any kitchen utensils/serviceware used, putting away tables/chairs/equipment, removing garbage and recyclables to outside receptacles, cleaning up spills and sweeping floors, and cleaning up any messes in bathrooms.

All food, garbage, and recyclable materials must be removed from the Premises by the end of the event.

# V. Liability

The Renter agrees to hold The Arts Center and its employees free from any liability or claim for damages or suit for or by reason of any injuries to any person or property of any kind whatsoever, from any cause whatsoever, arising out of the use and occupation of the Premises by Renter or Renter's Guests; and the Renter hereby covenants and agrees to indemnify and save harmless The Arts Center from all liability or damage on account of or by reason of any such injuries or damage.

The Arts Center will not be held responsible for lost or stolen items during the event. The Renter takes full responsibility for handling inquiries regarding lost and found items that occurred during the event.

As The Arts Center is located within a residential neighborhood, Renters and their Guests must observe residential quiet hour rules after 10 pm.

**To ensure the safety of youth ages 17 and younger**, at least two supervising adults (ages 18 and older) must be present during planned activities at all times.

### VI. Cancellation

The Arts Center reserves the right to cancel any Rental or Series of Rentals without notice if conditions of this contract are not met.

Cancellation by the Renter releases The Arts Center from further obligation, and results in forfeiture of the Renter's \$25 key deposit.

In the event that The Arts Center cancels a Rental, full Deposit and/or Payment shall be returned to the client, but additional compensation will not be made.

In the event The Arts Center is closed due to natural or man-made disasters, including flood, fire, disease, martial law, curfew, terrorism, police action, transportation or power grid disruptions, severe weather or public health conditions (such that schools are closed), major plumbing, electrical, or facility outages, The Arts Center reserves the right to cancel the Rental without notice. In the event one of these circumstances occurs and a Rental is cancelled, The Arts Center will refund the Rental Payment for that single event, but additional compensation will not be made.

### VII. Reserving the Space: Conditions/Request/Payment

If Renter is not the primary contact for the duration of the event, Renter must identify the primary contact to facilitate set-up and clean-up for the event. Renter must provide primary contact's name, phone number(s), and email.

Once the Rental Request has been processed, the signed contract is required to reserve the requested rental dates/times. Total payment is due at least 72 hours prior to the event. Long term scheduled or continued use of the classroom space is available (no more than 3 months in the future) on a case by case basis. Please contact <a href="mailto:assistant.admin@theartscenter.net">assistant.admin@theartscenter.net</a> to discuss this option further.

For questions regarding your rental, please contact Maggie Seldera-Bahnson, <u>assistant.admin@theartscenter.net</u>

Erinn Gavaghan, Executive Director	
	Date:
Phone:	Email:
Print Name:	
Renter's Signature	Date:
Your signature below indicates that you ack	enowledge and agree to the terms and conditions.
Total Due \$	
Refundable Key Deposit\$25.00	
Total Rental Cost \$	
Time(s) of Rental	
Date(s) of Rental	
Space(s) to be rented	
Renter (Name/Company)	
To be completed by TAC staff:	