



DeltaARTS/Glenn P. Schoettle Arts Education Center **Rental Agreement**

DeltaARTS is proud to be a part of this community. We are glad that you have chosen to present your event in this facility. We are here to provide you a first class venue for this presentation of your event.

The following information is very important to you and to us. We ask that you take some time to fill out the attached form. By completing this form, we hope to assist you in preplanning your event. Thinking through and itemizing your needs can ensure the success of your presentation or event. We ask that you complete, sign and return this form no later than four weeks prior to your event. We realize that for many organizations this much preplanning can be quite demanding. However, our request is due to the busy schedule of this facility and our desire to help assure that your event is everything that you want it to be.

In order for your event to run smoothly, preplanning is crucial. We encourage you to carefully review all of the attached information. Please do not hesitate to call the DeltaARTS Site Manager with any questions at 870-732-6260.

1. Permission to use the DeltaARTS/SCHOETTLE CENTER shall be requested through the SCHOETTLE CENTER Manager. To secure the date, the renter must submit a completed Schoettle Center use form, sign all necessary documents, and pay the deposit and any applicable fees within ten business days of requested booking.
2. A rental rate of \$75.00 per hour /\$50.00 per hour for non-profits, rounded up to the next full hour, shall be assessed. The rental rate applies to all the time that the facility is in use, including load-in, setup, rehearsal, performance, load-out, etc. There will be a minimum charge of three (3) hours per rental agreement. Any events booked which include hours outside of the normal operating hours of DeltaARTS (i.e. Monday through Thursday from 9:00 a.m. to 5:00 p.m., excluding holidays) shall have a minimum charge of five hours. Additional charges shall apply for additional services and items pursuant to the hereto attached Schoettle Center Use Form.
3. There will be a \$50.00 non-refundable booking fee due upon booking the use of the SCHOETTLE CENTER. Said deposit is due upon reservation.
4. A \$250 cancellation and damage deposit will be due in addition to the balance of the reservation. In the event of cancellation, this deposit is refundable until seven (7) days prior to the event. Cancellations made seven (7) days or less prior to the event will result in the forfeiture of said deposit. As a damage deposit, it will be refunded a week after the event if the building is restored to its previous state prior to departure. This includes all trash being removed from the building and deposited in the outdoor trash cans. (INITIALS OF AUTHORIZED REPRESENTATIVE _____)

5. DeltaARTS requires renters to provide proof of liability insurance coverage for bodily injury or death and/or property damage liability no fewer than ten (10) days prior to the event in the amount of one million dollars (\$1,000,000) per occurrence specifically naming the DeltaARTS as additional named insured.
6. The Renter is solely responsible for any damage caused to the building, facilities, equipment, and property during, and arising out of, such use, and for any personal injuries which occur during, and arising out of, such use, and further agrees to indemnify and hold DeltaARTS harmless and all personnel from all claims of every nature.
7. The Renter must provide the name and contact information of the contact person for the event. The contact person must coordinate the needs of all aspects of the event with the SCHOETTLE CENTER Manager. The contact person or their designee must be present at all times when the facility is being used.
8. No facility wall, curtains, ceiling surface or any surface may have any item attached to it with glue, tape, screws, nails, tacks, staples, etc.
9. GLITTER or FEATHERS are not allowed in any portion of the building at any time. This includes glitter or feathers on costumes, on sets, and used in productions. A minimum of \$100 cleanup fee will be assessed to you if glitter or feathers are found after a rental session, in addition to the loss of the \$250 damage deposit.
10. All doors, aisles, access to fire extinguishers must be kept clear in the event of an emergency.
11. The SCHOETTLE CENTER is a non-smoking and tobacco free environment. The prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vapors, “vapes”, or under any other name or descriptor. Use of or sale of illegal or controlled substances will not be permitted on the Schoettle Center/DeltaARTS property.
12. The Renter will ensure that their participants remain in only approved areas.
13. The Renter shall be responsible for the orderly conduct of all persons at the event. DeltaARTS reserves the right to remove, or have removed, any person behaving in an unlawful or objectionable manner.
14. Fights, vandalism, or destructive behavior on the part of any member of the renter's group or its audience will be grounds for immediate cancellation of the event and all future events. No refund of fees will be given if an event is cancelled for any of these reasons.
15. DeltaARTS will not be responsible for lost-and-found items.
16. The use of the sound system, lighting system, piano, and any other equipment must be arranged in advance with the SCHOETTLE CENTER manager.

(INITIALS OF AUTHORIZED REPRESENTATIVE _____)

17. Children under the age of eighteen must not be left unattended in any areas of the SCHOETTLE CENTER. It is the responsibility of the Renter to take reasonable steps to safeguard the health and safety of the minor children during the time of the use of the facility. It is the responsibility of the Renter to take reasonable steps to insure proper behavior of the minor children as not to disrupt, inconvenience or endanger staff, guests or facility property. The Renter will immediately be notified of any person who is presenting a health, safety, or liability risk to property or others or person whose behavior is causing a disruption to staff or guests. The Renter assumes entire responsibility for the conduct of all persons, including children of school age, while they are in or about the building or in use of said property.
18. Before usage, the SCHOETTLE CENTER manager and the Renter shall do a walk-through of the facility and note any deficiencies.
19. Renter will be liable for any damages to the facility and incomplete removal of property, trash, etc. DeltaARTS shall have the final authority on said damages, and the company or person hired to repair the damages. The cost of repair shall be assessed to the Renter.
20. All renters shall abide by local, state, and federal laws, ordinances, rules and regulations while on DeltaARTS premises. All licenses and permits required by law shall be obtained by the Renter to perform any and all copyrighted material. DeltaARTS has the right to require any renter to provide satisfactory evidence of required licenses and permits at any time prior to performance. The Renter shall indemnify, defend and hold harmless DeltaARTS and all of its agents and employees from any claims, damages, or costs including legal fees due to the Renter's violation of copyright laws and regulations. When copyrighted music is performed, either live or via recording, royalties are due to be paid. No violation of copyright laws will be permitted.
21. Animals other than those required by persons with disabilities or for use in a production as required by a script, will not be allowed in the SCHOETTLE CENTER for any reason.
22. The Renter will remove all items brought into the Schoettle Center for the event including set items, decorations, food, trash, etc., and will leave the building as it was prior to the event.
23. The DeltaARTS reserves the right to refuse or to cancel any and all agreements issued for the use of the SCHOETTLE CENTER when it is deemed that such an action is necessary for the best interest of DeltaARTS. Renter's sole remedy in the event of cancellation is a return of their deposit.
24. The DeltaARTS shall have the final authority on any matter not included in these rules and regulations.
25. DeltaARTS reserves the right to amend these rules and fee charges as deemed necessary without any advance notice. Previously approved reservations will not be affected by new rates.

(INITIALS OF AUTHORIZED REPRESENTATIVE _____)

Use of the SCHOETTLE CENTER requires acceptance of the conditions as stated above. Failure to comply may result in the cancellation of any existing rental agreements and denial of future rental requests.

As the Renter, I have read and understand all of the SCHOETTLE CENTER rules and regulations and agree to abide by them. I also agree to be fully responsible for the supervision of the event, for the conduct of all persons present to pay all agreed upon fees, and to pay the cost of any damage which may result to the property.

Name of Organization Requesting to Use the SCHOETTLE CENTER:

Authorized Representative: (Print) _____

(Sign) _____

(Date): _____

Signature of SCHOETTLE CENTER Manager: _____

Date: _____

SCHOETTLE CENTER USE FORM

Name of Organization _____

Name of Event (if applicable) _____

Contact Person for the Event _____

Contact Phone _____ Contact Email _____

This person or their designee must be present at all times when the facility is being used.

Day and Date of Event _____

Times of Rental _____ Number of Hours _____

The rental rate applies to all the time that the facility is in use, including load-in, setup, rehearsal, performance, load-out, etc.

Per Hour Rate: \$75 Non-Profit Per Hour Rate*: \$50 Charge for Rental Hours _____

There will be a minimum charge of three (3) hours per rental agreement. Any events booked which include hours outside of the normal operating hours of DeltaARTS (Monday – Thursday, 9:00am -5:00pm, excluding holidays) shall have a minimum charge of five (5) hours.

**Must present IRS determination letter to prove 501(c)3 status.*

<u>Additional Items Available</u>	<u>Fee per Item</u>	<u># Needed</u>	<u>Total</u>
Sound System	\$50	_____	_____
Piano	\$50	_____	_____
Tables, 7' rectangle, 7 available	\$10	_____	_____
Tables, 6 Top, Round, 7 available	\$10	_____	_____

BOOKING FEE (DATE PAID _____) *Nonrefundable* _____ \$50

TOTAL DUE FOR RENTAL _____

CANCELLATION AND DAMAGE DEPOSIT _____ \$250

Refundable if the building is restored to its previous state prior to departure. This includes all trash being removed from the premises. Cancellations made seven (7) days or less prior to the event will result in the forfeiture of said deposit.

BALANCE DUE (must be paid within ten days of booking, due _____) _____

SPECIAL REMINDERS

- No facility wall, curtains, ceiling surface or any surface may have any item attached to it with glue, tape, screws, nails, tacks, staples, etc.
- GLITTER or FEATHERS are not allowed in any portion of the building at any time. This includes glitter or feathers on costumes, on sets, and used in productions. A minimum of \$100 cleanup fee will be assessed to you if glitter or feathers are found after a rental session, in addition to the loss of the \$250 damage deposit.
- The SCHOETTLE CENTER is a non-smoking and tobacco free environment. The prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vapors, “vapes”, or under any other name or descriptor. Use of or sale of illegal or controlled substances will not be permitted on the Schoettle Center/DeltaARTS property.
- Renter will be liable for any damages to the facility and incomplete removal of property, trash, etc. DeltaARTS shall have the final authority on said damages, and the company or person hired to repair the damages. The cost of repair shall be assessed to the Renter.
- The Renter will remove all items brought into the Schoettle Center for the event including set items, decorations, food, trash, etc., and will leave the building as it was prior to the event.
- The \$250 damage deposit will be refunded a week after the event if the building is restored to its previous state prior to departure. This includes all trash being removed from the premises.