

Contract Date: January 6, 2020

STEAMBOAT CREATES FACILITY RENTAL CONTRACT The Depot Art Center 1001 13th St. PO Box 774284 Steamboat Springs, CO 80477 970-879-9008

This Rental Agreement (the "*Agreement*") is between Steamboat Creates ("*SC*") and <u>[NAME]</u> (the "*Renter*") for use of the property known as The Depot Art Center, located at 1001 13th Street, Steamboat Springs, Colorado (the "*Property*").

The Renter agrees to the following terms and conditions:

- 1. *Price*. The Renter shall pay to the SC a total of **SXX** for this rental contract as outlined below (discounted rental rates based on a valid Affiliate Membership with SC):
 - a. *Bliss Hall (Baggage Room):* The cost will be <u>\$ XX</u> for the use of the Bliss Hall on <u>DATE</u> from <u>START TIME</u> until <u>END TIME (rental rate).</u>
 - b. *Gallery*: The cost will be **\$ XX** for the use of the **Gallery** on **DATE** from **START TIME** until **END TIME (rental rate).**
 - c. *Facility Fee:* The Renter must complete the cleanup checklist to avoid additional maintenance fees.
 - d. *Late Payment:* Payment in full and deposit check are required one week prior to the event. Late payments will incur an additional \$20 fee per month.
- 2. *Deposit.* The Renter shall also provide a <u>\$200 deposit check</u> that will be shredded after confirmation that no damage has been done to the Depot Art Center.
- 3. *Certificate of Insurance.* For anyone who is not a member and/or conducting activities outside of the mission of SC, the Renter must provide proof of \$1,000,000 general liability coverage with *Steamboat Creates* and *City of Steamboat Springs* as a named additional insured for the duration of the contract.

Please send these requirements to an insurance agent or broker who provides your casualty or homeowners insurance and have them provide a compliant Certificate of Liability Insurance to SC.

- 4. *Cancellation.* Cancellations must be submitted in writing. A \$35 non-refundable admin fee applies to each contract. Rental fees must be paid in full for all reservations, unless cancelled in writing at least two (2) weeks prior to reservation date.
- 5. *Key/Alarm.* SC shall provide a key code for the lockbox during the week prior to your event once the deposit check and rental fee, in full, has been received.
- 6. *Artwork*. Artwork on exhibit <u>MAY NOT</u> be removed or altered under any condition. The wall and mirror panels also may NOT be moved without prior approval and instruction by SC staff.
- 7. *Track Lighting*. The track lighting in the facility is extremely expensive and fragile. The lighting system may not be touched, altered, or moved under any circumstances. Only SC Staff has the authority to alter the track lighting. The renter will be held responsible for <u>ANY</u> damage to the lighting systems during the agreed upon rental period. If there is ANY concern about the lighting you MUST contact the SC Staff at least one week prior to your event.
- 8. *Exits*. During the agreed upon rental period ALL exits must remain clear and unlocked during the use of the facility in case of fire. Since this is a public building you may place signs in the plastic stands that state: "reserved for private function." The heating system is pre-programmed and the windows in the building must remain closed. If air circulation is needed you may prop open doors and turn on the ceiling fans. If there is <u>ANY</u> concern about these issues you must contact the Facility Manager to make arrangements prior to your event.
- 9. Outside Usage. No tents/cooking/alcohol/Port-of-Potties may be set up outside the Depot Art Center building without prior approval from SC. The City of Steamboat Springs owns the SC parking lot, which is a thoroughfare, and all tents/port-o-potties/etc. must be permitted through the City of Steamboat Springs. The fire code requires that tents in general not be closer than 20 feet to a property line, buildings, other tents or membrane structures, parked vehicles, or internal combustion engines. Also for the purpose of determining this required separation distance, support ropes and guy wires are considered part of the tent. Access through the parking lot is also required (24 feet wide) to the other properties in back of the dead end access road. Additional fees of \$250/day for outside usage in addition to permitting approval from the City of Steamboat Springs is required.

10. *Liquor License*. It is our policy that SC is the only entity that can sell alcohol in the facility. Under no circumstances may alcohol be carried/drunk outside of the building. The Renter must abide by one of the following two options for alcohol. Please check your preference:

a. _____A licensed caterer will serve food and alcohol for your private event, invitation only and not open to the public (free to attendees). The caterer is required to provide proof of a special event liquor license and TIPS certification documents for their bartenders. They must obtain alcohol through a certified distributor as part of the catered meal.

b. _____ SC will provide a RAST/TIPS certified bartender for your event for an additional fee of \$25/hour, including setup & cleanup (with a 3 hour minimum). Customization of specific or upgraded beverages is offered at additional costs. This is a 'cash bar' option; however, alcohol can be purchased from SC by the Renter in advance to allow for an 'open bar' setting. All bar sales proceeds and tips remain with SC.

11. *Condition of Property*. The Renter must leave the Property as found. There will be a checklist provided for cleaning which includes all Wi-Fi codes, building codes and dumpster code. The checklist must be completed, signed and returned after the event in order to avoid deposit charges. However, the Renter is obligated to return the Property in the condition received, including, but not limited to:

*All trash and recyclables must be placed in the appropriate disposal outside, near the back of the parking lot of the Property.

*The inside trash cans shall be replaced with new liners (located on the Baggage Room wooden bar shelf).

*The kitchen area must be spot cleaned and all dishes washed and put away, no food may be left in the kitchen (or elsewhere on the Property).

*Any equipment used shall be wiped down.

*The Baggage Room, Kitchen and Main Gallery (if used) must be swept after use by the Renter.

*All lights need to be turned off upon exiting. All windows must be closed and drapes drawn.

*The building must be locked and the key replaced in the lockbox.

12. The Renter must abide by the following:

*Noise restrictions after 10pm

*No alcohol outside the building (unless special permitting with the City)

*No fires inside or outside of the facility (unless previously arranged and permitted)

*No nails in walls

*Nothing hanging from the track lights, can only hang from metal beams

*No altering the premises in any permanent way

[Event Details & Signature Page Follows]

Event Details:

Title of Special Event:
Number of Attendees:
Special Requests:
Please provide the following information, if applicable:
Name of Caterer:
Name of RAST/TIPS Certified Bartender:
RAST/TIPS ID#: RAST/TIPS Expiration:
I (Renter) understand and agree to all of the above terms and conditions:
Contact Person Name:
Contact Phone Number:Email:
Mailing Address:
City, State, Zip:
Print Name:
Signature:
<u>FOR INTERNAL USE ONLY:</u>

 Proof of GL insurance and additional certificate – emailed to insurance agent: <u>katy@mdmgroup.net</u> (for non-members & activities outside of SC mission)

Additional services and fees:

- \$150 Seating only
- □ Sound system \$200
- Projector and screen \$100
- □ Table linens
- \$20 each \$20 each Coolers: #_____
- □ Easels: #_____

ADD-ONS TOTAL:

\$25/hr, including set-up & cleanup

\$250 Tents/ Catering/ etc.

\$100

Facility Manager Initials