



## Facility Rental Application & Contract

### Friday-Sunday

Name Phone

Address

Email

Event Type Date # expected

### FRIDAY-SUNDAY STANDARD EVENT RENTAL

(Up to 8 hours)

I agree to rent the Lumberyard Arts Center courtyard, classrooms, and kitchen on

\_\_\_\_\_ from \_\_\_\_\_ until \_\_\_\_\_ for the fee of \$2,000.

date beginning time ending time (no later than 12am)

Restrictions on set up and starting time may apply, and are subject to approval by the LAC, Inc. Representative.

Rental of spaces in the Center are not to interfere with regularly or previously scheduled events, classes or productions.

I understand that if my event or clean up runs past the listed ending time, I will be charged \$100 for each additional hour or partial hour.

I understand that if I require set up time outside the listed beginning or ending time of my event, I may be charged \$100 for each additional hour or partial hour.

- A minimum of 50% of the total rental fee is due upon signing the contract.
- I agree to pay a 50% non-refundable deposit to reserve this date, due upon the signing of this contract. This deposit will be applied to the total rental amount. The final rental payment is due one month prior to the event.
- In addition, a damage deposit of \$275.00 will be due on the same date as your final rental payment (one month prior to your event). This damage deposit will be refunded to you upon a clear inspection after your event.
- Cleaning of facility: All tables, chairs, decorations, etc. must be removed, trash and recycling bagged and deposited in the outdoor dumpsters, and floors, bathrooms, and kitchen returned to their pre-event state by the agreed upon ending time of the event.

718 High Street  
P.O. Box 523  
Baldwin City, KS 66006

director@lumberyardartscenter.org  
www.lumberyardartscenter.org

# LUMBERYARD *Arts* CENTER INC.

Facility Rental Application & Contract, page 2

## Friday-Sunday Rental

Facility Rental Total Due:

First Half Amount, Due on Signing:

Final Payment Due on

in the amount of

Damage Deposit of \$275 due on day of Final Payment, via a separate check. Make all checks to LUMBERYARD ARTS CENTER.

### Facility Regulations

1. All city, state, and federal laws must be observed for the use of intoxicating liquors or cereal malt beverages on the premises. You may serve but never sell such beverages on these premises. By signing below, you release Lumberyard Art Center, Inc. from ANY and all liability.
2. All paper and decorations used in decorating the building will be flame resistant or approved by the LAC, Inc. Representative.
3. Nails or screws may NOT be used for fastening decorations to any part of the building.
4. The building will be cleaned and furnishings put back the way it was found by the agreed upon ending time of the event. An additional charge will be made for non-compliance, at the rate of \$100 per hour or partial hour.
5. Lighted candles or open flames are not to be used within the Center without specific written permission from the LAC, Inc. Representative.
6. Tobacco use inside the Center is strictly prohibited.
7. The person signing the rental agreement for use of the Center will be held responsible for the care of the Center and will pay for damages resulting from their or their organization's usage of the facility and equipment.
8. The individual or group using the Center will forfeit the right of further use if rules are violated.
9. Rental of spaces in the Center are not to interfere with regularly or previously scheduled events, classes or productions.

### Agreement

We, the Applicant(s), agree to pay for any and all damage done to property, facilities, fixtures and/or grounds, during the time period of our use and set up but only to the extent resulting from Applicant's negligent or willful act or omission or the negligent or willful act or omission of Applicant's officers, agents, employees, guests, patrons, or invitees. We understand and agree that if such damages occur, Lumberyard Arts Center, Inc. will send written notification and an itemization of said damages to the address listed in this contract. If I do not pay for the damages done within thirty (30) days from the date of such notification, I understand and agree that Lumberyard Arts Center, Inc. or its representative can and may pursue all available legal remedies available for collection of debt. I understand and agree that if expenses associated with such collection efforts, including but not limited to resulting attorney fees, interest and court costs, but only for claims resulting from Applicant's negligent or willful acts or omissions or the negligent or willful act or omission of Applicant's officers, agents, employees, guests, patrons, or invitees.

We understand and agree to clean up the area, including folding and stacking chairs, tables, etc. and to leave the facility as when we arrived. We understand all activities and clean up must be completed by the agreed upon ending time of the event, or are subject to additional fees of \$100 per hour or partial hour.

### Release from Liability and Indemnification

In consideration for and as a condition of the use of the above stated facilities, Applicant hereby agrees to indemnify and hold harmless Lumberyard Arts Center, Inc. or its representatives, against any and all claims, demands, causes of action, damages, costs and liabilities, directly resulting from or caused by the use and occupation of the facility hereinabove described, whether such use is authorized or not arising from the negligent or willful act or omission of Applicant or any of its officers, agents, employees, guests, patrons, or invitees and the Applicant shall at its sole risk and expense, defend any and all indemnified suits, actions or legal proceedings which may be brought against Lumberyard Arts Center, Inc. or its representatives, and Applicant shall pay for any and all damages to the property of Lumberyard Arts Center, Inc. for loss or theft of such property, caused by Applicant, its officers, agents, employees, guests, patrons, and invitees.

If the Applicant is not an individual, the person signing the Agreement represents and warrants that he or she has all necessary authority to bind the Applicant to the provisions of this Agreement.

I received, read, reviewed and agree to both pages of this document. I understand the conditions and regulations and hereby represent that I will be present at the facility during its use and agree to use due care to ensure that said regulations are enforced while the facility is in use. I further realize the ramifications of failure to abide by the policies.

\_\_\_\_\_  
Signature of Applicant or User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval of Reservation