



Rental Terms and Conditions

For a Rental Agreement at ARTS-Us/Dunning Recreation Center **you must read this document entirely.**

Please initial each section in the underlined area, including your agreement to comply with all statements therein

- Payments
 - Deposit. The deposit stated is due before the use of the space. The deposit will be returned to the Renter upon satisfactory inspection of the rented space after use. Portions of the deposit will be retained to compensate for any damages, additional cleaning or any over time before or after the event attributable to the Renter.
 - Rental Fee. The rental fee is due in full at least two weeks (14 days) prior to the date of the event unless this Contract is completed closer to the date of usage, in which case the fee will be due and payable at submission of the contract.
 - Cancellation/Refunds. If cancellation by either party is more than thirty (30) days before the scheduled use of the facilities the rental fee and deposit will be returned. If renter cancels eight (8) to thirty (30) days prior to the event ARTS-Us will retain a 10% cancellation fee. If the renter cancels within seven (7) days of the event, ARTS-Us will retain a 30% cancellation fee.
 - Returned checks. There will be a \$35 fee for any returned checks and all payments will have to be in the form of a Money Order or Cash.
- Set up - Clean up - Caterers - Decorations - Equipment
 - Set up. **Access to the facilities for setting up, including Caterers set up will be during the hours stated on the face of this contract ONLY!** We do not provide linens, utensils, or tableware. ARTS-Us staff will not be responsible for the moving, setting up and break down of any equipment brought in by or for the Renter and or Caterer.
 - Clean up. The premises must be left in as good a condition and repair as found at the beginning of the rental period. All food, beverages, equipment, and all supplies must be removed from the premises immediately after the use of the facility. **AND NO LATER THAN THE EXIT TIME STATED ON THE FACE OF THE CONTRACT! Or Renter will be charged an excess fee of time and a half of the initial rate (Up to \$187.50 per hour)** . All trash must be removed from the building and placed in the proper dumpster east of the building by the ball field. **Renter will be charged a cleaning fee if any food, items with food waste on them or non recyclable items are placed in the black recycling bins in front of the building.** Renter must immediately take care of any major spills. If Renter is unable to remove any major spillage i.e. carpet spills, ARTS-Us will have the area professionally cleaned at Renters expense.
 - Decorations. Exempt with the prior written consent of the Executive Director, Renter shall not (a) **cause or permit the facilities to be injured, marred, or in any manner defaced or changed;** (b) **place any nails, hooks, tacks, screws or other fasteners into any part of the facilities;** (c) **place or permit to be placed signs on the painted walls in any part of the facilities. No decorations such as posters, photographs or banners are to be fastened to the walls, woodwork, or curtains inside or out. No glitter or confetti of any kind is allowed in the facility. NO tape is allowed on the ceiling. Any tape left on the walls or window or violations of any of the above stated rules will result in an additional cleaning fee. Command hooks or similar products are acceptable.**
 - Caterers. Caterers must have proper licenses and liability insurance coverage. There will be NO preparation of raw foods or refrying of fully prepared foods in the kitchen - Health Department Regulations. ARTS-Us requires that a copy of the Caterers Certificate of insurance be made available for its files at least two (@) weeks prior to the event.
 - Caterer's Equipment. All equipment must be removed the day of the event. ARTS-US is not responsible for any lost or stolen equipment or property of the Renter or Caterer used for the event.
- Food, Beverages, and Products
 - Alcohol. **Alcoholic beverages of any alcoholic percent are not allowed to be served in the facility.** Any alcohol found in the facility during or after the event will result in loss of deposit.
 - Food and Beverages. Food and Non Alcoholic drinks are allowed in any space except in the bathroom or Dance room.
 - Concession. ARTS-Us reserves permission to operate, license or permit others to operate any and all concessions in the facility. If Renter receives permission to operate concessions in the facility ARTS-Us will make no provisions for storage of any money or products.
 - Smoking. No smoking is permitted in any of ARTS-Us spaces and **all smoking must not be within twenty-five (25) feet of the building entrances.**
- Destruction and Damage
 - Damage. If anyone damages the facility or artwork during the rental period, Renter shall pay for all necessary repairs. This includes any damage to technical equipment, when operated by anyone other than those authorized by ARTS-Us.

- **Destruction.** If the ARTS-Us facility is destroyed or damaged by fire or any other case or unforeseen occurrence that shall make the fulfillment of the agreement impossible, then this rental contract shall terminate, payments will be returned and Renter waives all rights to any claim against ARTS-Us.
- **Responsibly and Indemnity**
 - **Conduct.** The conduct of all events attendees while a ARTS-Us shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s), or loss or damage to property or theft of personal property or artistic content on ARTS-Us premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. ARTS-Us retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.
 - **Indemnity.** Renter shall release, indemnify, keep and save harmless, ARTS-Us, its agents, officers, employees from any persons and all responsibility or liability for any and all damages for injury of any kind or nature whatever (including death), to all persons, whether agents or employees of the Renter or person attending the events for which the premises have leased, and to all property damage proximately caused by, incident, resulting from, arising out of, occurring in connection with, the use by the Renter of the premises. the provision of this section shall include any and all losses, damages, injuries, settlements, judgments, judgments, decrees, awards, fines, penalties, claims, cost, and expenses, including reasonable attorney's fees.
- **Facility and Grounds Use**
 - **Compliance.** Renter agrees that any use of ARTS-Us facilities will comply with all statues, ordinances, rules and regulations issued by Federal, State, and Municipal Governments, including all rules of the Saint Paul Police and Fire Departments.
 - **Licenses & Payments.** Renter agrees to obtain, collect and to pay and deliver to the proper government agency or regulating authorities, any and all license fees, permits, royalties and taxes required in connection with the use of the facilities.
 - **BBQ Grills.** Renters BBQ grills (whether it's charcoal or gas) should be at least 10 feet away from the building and trees, benches, tables and other structures. **No dumping of hot coals in the dumpster or trash bins!** Renter must provide their own Ash Receptacle and remove old coals from the property properly.
 - **Hazardous Material.** Renter agrees not to bring on to the premises any material, substances, equipment or objects which is likely to endanger the life of, or cause bodily harm or injury to any person or property or which is likely to constitute a hazard.
 - **Parking.** ARTS-Us shares the parking lot. There is no guarantee that parking in the lot will be available the day of your Rental. There is free parking available on the side streets. Please be aware of any no parking signs and winter plowing routes. We are not responsible for any towing of cars. Please do not leave valuables in, or visible in your car and make sure to lock your vehicle. ARTS-Us is not responsible for any theft or break in's of vehicles.
 - **Pets. No pets allowed in the facility.** Service animals are exempt.
 - **Amplified music or sound outdoors.** Any amplified music or sound does have to be approved by the city prior to the event. Renter is responsible for completing an "SOUND LEVEL EXEMPTION CONDITIONS AGREEMENT Saint Paul Legislative Code Section 293.07 (d) exempts specific activities from the noise source limits in Section 293.07 (a)."
- **Security**
 - **Police Protection.** Different uses of the facility have different security needs. Each Renter should consider providing a minimum of one off-duty police officer from the Police Department any public event. It is the Renter's responsibility to contact the local law enforcement and to ensure sufficient security for the situation. Please contact the Police Department regarding your event. Give them the date, time, place and expected attendance of quest.
- **Building Security.** ARTS-Us is not responsible for any valuable items in the facility. ARTS-Us should be locked when not in use but others may use the facility during this rental period and parts of the building may be open to the public. The Renter should take necessary precautions to protect valuable personal property.
- **Building Safety**
 - **Capacity.** The Renter will not sell or distribute invitations or tickets to the event in excess of the room/building capacity or admit a larger number of persons than can safely and freely move about in the rented area. (See facility Manager for information for capacity of each space.)
 - **Exits.** No portion of any passageway, or exit shall be blocked or obstructed in any manner and no exit shall be locked, blocked or bolted while the facility is in use. All designated exits shall be maintained in such manner as to be visible at all times.
 - **COVID-19 Protocol.** **Under Executive Order 20-81, businesses must: Require that all people, including workers, customers, and visitors, wear face coverings as required by Executive Order 20-81 and take reasonable steps to enforce the requirement. Face covers can be temporarily removed while eating or drinking, if you can maintain 6 feet of physical distance from others who are not a member of the same party. Violations can result in a \$50 Hazard fee.**

Facility Rental Contract

Renters Information

Renter's Name _____

Phone Number _____

Address _____

City _____ State: _____ Zip Code _____

Email _____

Contact Person: _____

Phone Number: _____

The "Renter", agrees to rent the indicated spaces from Arts-Us during the dated date and time, in accordance with the terms of this rental contract. The space will be available to the renter during the times stated on the face of this contract ONLY, therefore renter should include sufficient time for set up and cleaning.

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Rental Information

Rental Room Name _____

Rental Date: _____ Expected Attendance: _____

Time of Rental: What time will the space need to be opened: _____

Time of Exit: _____

Name of Event: _____

Equipment needed:

Round Tables: 16/ _____ Rectangular Tables: 8/ _____ Chairs: 75/ _____

Payment Information: Make checks payable to ARTS-US

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This section is for office use only

Damage Deposit: \$ _____ Paid on _____, Method _____

Returned on _____, By _____

Rental Fee \$ _____

Due by _____

Paid on _____, Method _____

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Contract Notes:

Note: The refundable Damage Deposit is in addition to the rental fee and must be paid one week in advance of event date. The above balance is due in full at least seven (7) days before the date of use unless this Contract is completed closer to the date of usage, in which case the fee is due and payable at submission of the contract. Additional rooms are an additional fee. Ask for rates.

Concession/Catering information

Will you be selling concessions? Yes No
Will you be serving food? Yes No
Will you have a professional caterer? Yes No

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In consideration of the payment of the rental fee and the agreement of the Renter to comply with this Contract, Arts-Us agrees to make the space indicated available to the Renter for the date and time set forth above and to make available rented tables and chairs, and place trash cans in the space renter. By signing this Contract, Renter agrees to the following. **(Please initial each section in the underlined area, indicating your agreement to comply with all statements herein).**

_____ Renter has read and agrees to the terms and conditions set out by Arts-Us

_____ The damage deposit is refundable. All funds will be deposited prior to the event and returned after satisfactory building check up to 3 weeks after the event.

_____ Arts-Us staff is to remain onsite in order to open the building and facilitate proper usage of space.

_____ Depending on the nature of the event to be held an off duty police officer must be present. If a police officer is expected to attend an event Arts-Us staff must be notified in advance of the time of rental. A meeting must be held between Arts-Us staff and all invested parties. Officer arrangements will be discussed and agreed upon at the time of rental.

_____ If Renter exceeds allotted time before or after the event (Overtime), Renter is responsible for additional payment which includes an hourly rate of time and in half (Up to \$187.50 per hour) for the spaces used. Additional fees are billed on an hourly basis only.

_____ ARTSUS BANS GUNS IN THESE PREMISES.

By signing this contract all parties have read and are in agreement with all rates, rules, regulations and expectations listed, including those noted on the 'Terms & Conditions'

Renter:
Signature: _____

ARTS-Us Staff
Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Organization: _____

Date Signed: _____

Phone: _____

Date Signed: _____

Cleaning & Damage Inspection Checklist

In order to ensure full reimbursement of your damage deposit, the following must be completed in its entirety.

Renter's Name _____ Telephone Number _____

		Complete	Incomplete
Multi-Purpose Room	Clean off and break down all tables and chairs		
	Stack All Chairs on Rolling Carts Provided		
	Sweep and Spot Mop the floor		
	Take down all decorations (without damage to the paint and fully remove all Command hangers)		
	Remove trash bag, take trash to dumpster		
	Satisfactory Damage Inspection (doors/locks, plumbing, flooring, etc.)	Yes	No
Bathroom	Wipe down sinks		
	Sweep the floor		
	Make sure the toilets/sinks are unclogged		
	Remove trash bags, take trash outside to dumpster		
	Satisfactory Damage Inspection (doors/locks, plumbing, flooring, etc.)	Yes	No
Kitchen	Wash all dishes used that belong to Dunning/ Arts-Us & return to cabinets		
	Wash all counter tops, stove top, and sink		
	Any food or spills in the oven will result in a cleaning fee.		
	Sweep & mop the floor		
	Remove trash bags, take trash to dumpster		
	Satisfactory Damage Inspection (doors/locks, plumbing, flooring, etc.)	Yes	No
Field/Outdoor	Pick up all trash left from litter & place in outdoor dumpster		
	Satisfactory Damage Inspection (doors/locks, plumbing, flooring, etc.)	Yes	No
Other Rooms (i.e. dance, arts/crafts, library, hallway)	Wipe down all countertops and tables and return to storage		
	Sweep/vacuum the floor		
	Remove trash bags, take trash to dumpster		
	Satisfactory Damage Inspection (doors/locks, plumbing, flooring, etc.)	Yes	No
Other Terms	Return any borrowed items to ARTS-US		
	Return any equipment/furniture to its original placement		
	Timely exit of all guests from rental space (per agreed upon rental end time)		

If these terms are not met at the end of your rental period, the renter will be charged for materials/supplies plus any per hour costs of services billed by ARTS-Us (i.e. \$40/hr for staffing, \$50/hr for custodian, \$80/hr for plumbing, repair for any other services). If these infractions are discovered on the day of the rental, the damage deposit will be withheld until services are complete or estimates are received, and the amount owed will be subtracted from the damage deposit return. (Please expect 20-30 business days after the rental for return of the balance of withheld deposits) Any amount owed to ARTS-Us above the amount of the damage deposit will be billed to the renter. If broken or damaged items are discovered after the return of the damage deposit, renter is responsible to pay for the costs of repair services.

Signature below affirms that the undersigned have read, and agree upon the facts listed above.

Signature, Renter _____

Date when contract was completed _____

Today's Date

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Office use only

Notes for ARTS-Us/Dunning Staff

1. Complete cleaning and damage deposit inspection checklist
2. Sign and date this form
3. Review this form with designated renter and obtain renter's initials the day of the rental.
4. Return damage deposit (and copy of this form upon) upon satisfactory completion of this form
5. File this completed form within the rental file

DAMAGE DEPOSIT DETAILS:

\$_____ original damage deposit collected

\$_____ amount withheld from renter

\$_____ amount returned to renter

Staff for event: _____

Signature ARTS-Us staff _____

Date _____

Time rental was over _____

Renters Initials: _____