



## YOUNGSTOWN CULTURAL ARTS CENTER

### RENTAL POLICIES

#### **ACCESSIBILITY**

The Youngstown Cultural Arts Center is fully ADA accessible, including ramping and elevators for people with special mobility needs.

#### **ADMISSIONS TAX/LICENCES**

Renter is responsible for obtaining any and all necessary performing rights and licenses prior to the event when required; this includes ASCAP and BMI music licensing for any music used, be it specific or incidental to the event.

Renter is responsible for paying City of Seattle Admission Tax for public performances. Contact the Seattle Department of Finance at (206) 684-8412. Seattle Municipal Code 5.40.020 requires an admissions tax be levied and imposed on every individual admitted to any event for which there is a charge for admission, whether or not that person has paid for admission, and that such admissions tax be remitted to the City of Seattle. Certain non-profit Arts or Human Services organizations may be exempt from the collection of admissions tax after receiving an exemption from the Seattle License and Tax Enforcement Office (206/684-8484). Renter certifies to Youngstown Cultural Arts Center that **1)** they collect and remit admissions tax per SMC 5.40.020 or **2)** have received an exemption from the City of Seattle. Renter furthermore indemnifies and holds Youngstown Cultural Arts Center harmless from Renter's responsibility of collecting and remitting admissions tax as required by law.

#### **ALCOHOL**

The distribution or sale of alcohol is solely the responsibility of the Renter and Youngstown Cultural Arts Center is not liable for any events or instances resulting from the availability or consumption of alcohol.

The Youngstown Cultural Arts Center requires that any user dispensing alcoholic beverages comply with the regulations of the Washington State Liquor Control Board. The service of hard liquor must be approved by Youngstown Cultural Arts Center in writing two weeks in advance of the event, and Youngstown Cultural Arts Center may require security guards and/or additional event managers at the expense of the Renter. The Damage Deposit for events involving alcohol is \$500, as opposed to the standard \$300.

**Youngstown Cultural Arts Center requires all private events selling alcoholic beverages to obtain a Banquet Permit. If a Renter is selling alcoholic beverages, they are required to have a Liquor License or Special Occasion License.**

Securing banquet/liquor permits is the sole responsibility of the Renter. Approval of rental will be granted once a copy of the permit is received by Youngstown Manager two weeks prior to event.

One copy of the permit will be kept on file, and **one copy must be posted on door at event**. Any event where alcohol is served requires a Youngstown staff member to be present during the entire event. Youngstown Cultural Arts Center reserves the right to deny use of alcohol for any reason.

### **CATERING**

Renter may select the caterer of their choice. Renter and/or their caterers are responsible for bringing any items needed for food service. The Youngstown Cultural Arts Center does not provide equipment or serving utensils.

### **CLEANING**

Renter is expected to clean up after the event is completed. Rental spaces should be left as when entered, **with the exception of garbage, which must be taken out to the dumpsters in the North East corner of the building**.

If help is required, please consult your House Manager. All items brought to the cultural center by the Renter must be removed, including all decorations. Approval must be given by the Youngstown Manager or Director for leaving any equipment.

Vacuums, brooms and other cleaning supplies will be made available to Renters to return the spaces to their original condition. Any special cleaning required after an event (for example, excessive spillage, staining on rugs and floors) will be charged to the Renter.

For events where food and beverages are served, and/or at the discretion of the Youngstown Manager or Director, a janitorial fee will be required as part of the rental agreement.

Any failure to comply with basic set-up and clean-up policies may result in the loss of the damage deposit, and additional charges.

### **DAMAGES**

Renter is responsible for all damage to property and equipment caused by its agents or patrons. Such damage is inclusive of the physical facility, equipment therein, the exterior of the building, the sidewalks surrounding the building, and any other merchandise or goods inside the building.

Renter is responsible for reporting any damage made to Youngstown Cultural Arts Center premises immediately following the event. Any failure to report damage will result in the loss of the damage deposit, and may incur additional charges.

Youngstown is not responsible for items left, lost, or stolen.

### **DONATED SPACE**

Availability of donated space is limited. To request a space donation, please complete a space donation application. Please refer to our [Rental Rates](#) document for information on our non-profit discounts.

### **EVENT PUBLICITY**

No promotion, publicity, or advertising (printed or otherwise) may state, imply, or allude to any sponsorship by or affiliation with the Youngstown Cultural Arts Center or Delridge Neighborhoods Development Association (DNDA) unless explicitly agreed upon with the Youngstown Manager or Executive Director of DNDA. Any mention of Youngstown or DNDA in print must be described as follows:

Youngstown Cultural Arts Center  
4408 Delridge Way SW - Seattle, WA 98106  
206.935.2999 - [www.youngstownarts.org](http://www.youngstownarts.org)

Delridge Neighborhoods Development Association  
4408 Delridge Way SW – Seattle, WA 98106  
206.923.0917 - [www.dnda.org](http://www.dnda.org)

Printed materials must include a small version of the Youngstown Cultural Arts Center logo and the Delridge Neighborhoods Development Association logo. Copies of the logos can be requested of the Youngstown staff.

Unless Renter specifies that their event NOT be listed, all event information may be listed on the Youngstown website:  
[www.youngstownarts.org](http://www.youngstownarts.org)

## INSURANCE

Renter will evidence one million dollar (\$1,000,000) comprehensive/general liability policy adding Delridge Neighborhoods Development Association (DNDA) as an additional insured party. An insurance certificate must be delivered to Youngstown Cultural Arts Center a minimum of three (3) days before the event. Insurance requirement can be waived in writing by the Youngstown Manager or Director. **Waiver of insurance requirement, or failure to provide proof of insurance, does not remove liability from the renter.** Renter remains liable for any property damage or personal injury incurred during rental.

Renter hereby indemnifies and holds harmless Youngstown Cultural Arts Center and Delridge Neighborhoods Development Association (DNDA), and any of its agents and employees, from all liability for any acts or omissions of Renter, its employees, volunteers, audience members, licensees and invitees resulting from or related to the event, excluding those liabilities resulting from any negligence of Youngstown, its employees, or agents.

## PAYMENT INFORMATION

### Deposit Requirements

A deposit of fifty percent (50%) of the base rental fee and a signed rental policies agreement are **due upon making a reservation**. Failure to submit the deposit and policies agreement at least **14 days before** the event date(s) will result in the forfeit of schedule priority, putting the reservation at risk of cancellation in favor of paying renters.

### Payment

Payment of all fees is due prior to the rental date(s). Payment in full is accepted at any time. Make checks payable to DNDA. **Checks returned by the bank upon which they are drawn will result in a \$40.00 fee.**

### Cancellation Policy

Any cancellation by the Renter with less than fourteen (14) days' notice results in a forfeit of the fifty percent deposit. Any cancellations prior to fourteen (14) days' notice, but within thirty (30) days' notice results in a forfeit of one half (1/2) of the fifty percent deposit. Any cancellation due to failure to fulfill the requirement of this contract results in a loss of full deposit. A cancellation can be written, e-mailed, or in-person at Youngstown Cultural Arts Center. A cancellation left on voicemail will not be accepted.

### Additional Payment Information

Any miscellaneous fees, including damages, special cleaning, or violation of contract will be billed after the event. Renters exceeding their reserved time will be charged the applicable hourly rate plus staff time spent in excess of agreed-upon rental times. The final balance is due within thirty (30) days after receipt of the invoice. Make checks payable to DNDA.

## Security deposit

The Youngstown Cultural Arts Center retains the right to require a damage deposit of either \$300 or \$500. Deposit may be returned within thirty (30) days of completion of the event, as authorized by a Youngstown Manager. Acceptable forms of deposit:

- A credit card imprint for the amount of up to five hundred dollars (\$500), which WILL NOT BE CHARGED unless significant damage occurs to the building or any other Youngstown Cultural Arts Center property.
- A signed check in the amount of up to five hundred dollars (\$500), which WILL NOT BE DEPOSITED unless significant damage occurs to the building or any other Youngstown Cultural Arts Center property.
- Cash, in the amount of up to five hundred dollars (\$500), which WILL NOT BE DEPOSITED unless significant damage occurs to the building or any other Youngstown Cultural Arts Center property.

If any portion of the security deposit is retained, Youngstown Cultural Arts Center will provide a written report to Renter detailing the nature of the damage caused, and itemizing the associated costs.

## PARKING

Parking for Renters and guests is allowed in the **54-stall lot on the North side of the building. Parking is prohibited in the residential lot on the East (back) side of the building.** Unauthorized vehicles parked in this area will be towed at owner's expense.

## LOADING & UNLOADING

Renters should use the loading areas located along the back side (East) of the Youngstown Cultural Arts Center. The roll-up doors are kept locked; access must be requested of Youngstown Manager or Director. **At no time is it acceptable for vehicles to be parked in the fire lanes.**

## NON-PROFIT ORGANIZATIONS

In order to receive non-profit rates, Renter must provide a copy of the renting organization's 501(c)3 letter from the IRS classifying organization as a non-profit. Rental priced at for-profit rate without IRS letter.

## QUIET HOURS

There are three floors of residences above the Youngstown Cultural Arts Center. Seattle's noise ordinance is in effect from **10:00 pm – 7:00 am** weekdays and **10:00 pm - 9 am** weekends. Please help Youngstown to be a good neighbor and maintain the capability of holding great events by observing quiet hours both during and upon exiting events, from 10:00 pm on.

## RESPONSIBILITY

Contracts will be approved for adults who are at least 21 years of age and who accept responsibility and attend the event providing supervision throughout the period covered by the contract. Name(s) of person(s) who will be on the site and in charge at the Youngstown Cultural Arts Center throughout the course of the event must be given to the Cultural Center Staff prior to the event. Only those persons specified by the applicant will be permitted to make additions or changes to the signed contract. For events involving minors, the Youngstown Cultural Arts Center requires one (1) adult chaperone per twenty (20) attendees to be present during the entire length of the event. Renter must submit a list of chaperones with contact information prior to the event.

## **SAFETY AND SECURITY**

Some events, for various reasons (including, but not limited to, crowd size, number of volunteers, the complexity of set-up, presence of children, serving of alcohol) require additional event oversight or security personnel. Youngstown Cultural Arts Center reserves the right to add, at the Renter's expense, additional oversight or professional security to make every event safe and successful.

Renters may provide their own security measures provided such measures are approved by Youngstown Cultural Arts Center in advance of the event.

Youngstown Cultural Arts Center reserves the right to delay the opening of any event in the case that the Premises are not deemed safe or appropriate for public admission.

Youngstown Cultural Arts Center reserves the right to temporarily halt the admission of patrons to any event if Youngstown Cultural Arts Center believes capacity for the event has exceeded safe management of the Premises.

## **SIGNAGE**

The locations of all activities in the cultural center are posted daily in the office. Signs and decorations may not be permanently affixed to walls or equipment either inside or outside the building. Temporary directional signs on their own supports may be in place the day of the event, but must be approved by Youngstown Manager, and must be removed immediately following event.

## **SMOKING**

Smoking is prohibited throughout the entire building and within twenty-five (25) feet of any entrance.

## **STAFF REQUIREMENTS**

Youngstown Cultural Arts Center requires a minimum of one (1) staff person for any event outside of business hours (Mon-Fri, 10a-6p). A Staff charge may apply.

Youngstown Cultural Arts Center requires Renter to hire in-house Technical Staff if technical equipment is being used, unless otherwise agreed upon in writing.

For events with 100 or more attendees, Youngstown Cultural Arts Center may require Renter to hire a second House Manager. One House Manager per 100 attendees.

Event Staff serve as the official Youngstown Cultural Arts Center representatives, and may answer questions, advise about space, and assist with set-up and clean-up per request.

## **STAFFING CHARGES**

Events occurring outside Youngtown hours of operation require Renter to hire staff.

Hours of operation: 10:00 am – 6:00 pm Mon-Fri.

## **AFTER-HOURS STAFFING**

For events occurring between 10 pm and 9 am, the Renter is required to pay after-hours staffing charges. For info and rates, see Rental Rates.

## **TIMING**

When establishing a rental time table, **Renter must include both set-up and clean-up time within rental period.** Caterers and others should be instructed not to arrive before the contracted rental time. Deliveries of rental equipment, cakes, flowers, etc., must be made during the rental period, unless special arrangements made with Youngstown Manager or Youngstown staff at least seven (7) days prior to event. Youngstown Cultural Arts Center reserves the right to charge for non-approved delivery and pick-up outside of normal hours of operation or set-up/clean-up times.

Renter will be charged from the time the first person associated with the organization enters the rental space, until the last person (volunteer, audience member, caterer or other service personnel) associated with the event leaves the building.

Youngstown Cultural Arts Center hours of operation are Monday – Friday, 10am - 6pm. These hours, plus weekends and evenings are available for bookings.

## **PROMENADE GALLERY**

All art exhibits must be approved through Youngstown Manager or Director. After receiving approval, the art exhibit is booked with the Youngstown Cultural Arts Center. The gallery hours coincide with the Youngstown Cultural Arts Center's office hours, Monday - Friday, 10:00 AM to 6:00 PM or by appointment. The gallery also serves as the main promenade through the facility and thus is open without supervision during evening and weekend events, and Youngstown Cultural Arts Center cannot be held responsible for any damage or theft that occurs. There is limited storage space for the gallery; all work must be removed from the gallery promptly at the end of each exhibition. Artwork designed to be exhibited on the wall must be capable of installation by wire. Nothing may be affixed directly to, on, or through the wall. If needed, the exhibitor must furnish pedestals, plinths, and vitrines for three-dimensional work.

Artists are responsible for all aspects of their exhibition including transporting artwork to and from the facility, installation and de-installation, publicity and promotions, receptions, and sales. The Youngstown Cultural Arts Center staff will provide technical assistance and advice with respect to installation and lighting.

Exhibitors are required to sign a contractual agreement detailing the above responsibilities and terms to confirm the exhibition (opening reception dates, installation and take down date and time to be confirmed upon signing agreement).

**For more information, please contact Youngstown Cultural Arts Center at 206-935-2999.**

## **CONTACT INFORMATION / MEDIA RELEASE**

By renting space at the Youngstown Cultural Arts Center, renter agrees to have contact information added to the Youngstown Cultural Arts Center mailing list. Renters may opt out of the mailing list by special request. Any photos taken of public events by Youngstown staff or affiliates are property of the Youngstown Cultural Arts Center and may be used for promotion of Youngstown Cultural Arts Center on the Youngstown and DNDA websites, printed marketing materials, and other online or print marketing.

Signature below signifies that Renter has read and will abide by the Policies stated herein:



**Renter**

**Youngstown Cultural Arts Center**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

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*Print Name*

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*Print Title*

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*Print Title*

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*Organization/Company*

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*Date*

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*Date*

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*Reservation #*