

Youngtown Cultural Arts Center Rentals Agreement

This Rentals Agreement ("Agreement") is entered into between _____, hereinafter referred to as the "Renter," and Youngtown Cultural Arts Center, hereinafter referred to as the "Center."

- 1. Term of Rental:** The rental period shall commence on [Start Date] and continue until [End Date], unless terminated earlier by either party in accordance with the terms of this Agreement.
- 2. ADA Accessibility:** The Youngtown Cultural Arts Center is fully ADA-accessible, including ramping and elevators for people with special mobility needs.
- 3. License and Permits:** The Renter is responsible for obtaining all necessary licenses and permits required for the rental activities at the Center.
- 4. Seattle Admissions Tax:** The Renter shall be responsible for compliance with Seattle Admissions Tax regulations and payment of any applicable taxes.

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 Youngtown 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 Youngtown Cultural Arts Center harmless from Renter's responsibility of collecting and remitting admissions tax as required by law.

5. Alcohol Rules: The Youngtown Cultural Arts Center requires that any user dispensing of alcoholic beverages comply with the regulations of the Washington State Liquor Control Board. The service of hard liquor must be approved by Youngtown Cultural Arts Center in writing two weeks in advance of the event, and Youngtown Cultural Arts Center may require security guards and/or additional event managers at the expense of the Renter.

Youngtown Cultural Arts Center requires a Banquet Permit for all private events servicing alcoholic beverages, and a Liquor License or Special Occasion License when selling alcoholic beverages. 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 Youngtown 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 Youngtown staff member to be present during the entire event. Youngtown Cultural Arts Center reserves the right to deny use of alcohol for any reason. Liquor and Cannabis Board: www/lcb.wa.gov.

6. Catering: Catering services are permitted, and the Renter is responsible for coordinating with catering services and ensuring compliance with all relevant health and safety regulations.

7. Cleaning: The Renter is responsible for cleaning the rented space promptly after each use, returning it to its original condition. Failure to do so may result in additional fees.

8. Damages: The Renter is liable for any damages to the Center's property during the continuous rental period.

9. Insurance: The Renter shall obtain and maintain general liability insurance with coverage of at least \$1,000,000. The insurance policy must name Youngstown Cultural Arts Center as an additional insured.

Delridge Neighborhoods Development Association / Youngstown Cultural Arts Center 4408 Delridge Way SW – Seattle, WA 98106 – (206) 935-2999 www.dnda.org, office@dnda.org

10. Fire Safety: The Renter shall adhere to all fire safety regulations and guidelines established by local authorities.

No pyrotechnic devices, smoke/fog machines, or open flame are allowed without prior written consent from Youngstown Cultural Arts Center (email OK). Candles may be used if side enclosure is either glass or metal, and fully extends beyond flame height. All fire aisles, exits, and lanes must be unobstructed at all times. No standing or sitting allowed in the aisles or on the stairs during a performance. Failure to follow these rules will result in the immediate suspension of the event until the conditions are corrected. If not corrected, the event will be cancelled without refund to Renter.

11. 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 Manager or Staff believe capacity for the event has exceeded safe management of the Premises.

12. Signage and Event Posting: 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



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event, but must be approved by Youngstown Manager, and must be removed immediately following event.

13. Smoking: No smoking is allowed anywhere inside the building, and individuals must be 25 feet away from the building when smoking.

14. DNDA Staff Presence Requirements: If deemed necessary by the Center, the Renter may be required to have designated DNDA (Delridge Neighborhoods Development Association) staff present during the continuous rental period. Any associated costs will be borne by the Renter, see rates below. 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.

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.

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.

15. 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.

16. Payment Information: Payment of deposit of \$100, is due at time of contract signing to reserve spot. This amount will be taken from the total that is due 1 week prior to the event. If no payment is made the event will be cancelled and deposit retained by DNDA.

Make checks payable to DNDA. Forms of payment include credit card, check, and cashier check.

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.

Checks returned by the bank upon which they are drawn will result in a \$40.00 fee.

17. Cancellation Policy: Any cancellation by the Renter with less than fourteen (14) days' notice results in a forfeit of the 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 deposit.



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18. 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.

19. Loading and 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.**

20. 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 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.

21. Governing Law: This Agreement shall be governed by the laws of the state of Washington.

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.

22. Termination: Either party may terminate this Agreement with written notice if the other party breaches any material term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Continuous Rentals Agreement as of the Effective Date.

Renter

Executive Director

Signature

Signature

Print Name

Print Name

Date

Date