Youngstown Cultural Arts Center Rentals Agreement

This Rentals Agreement ("Agreement") is entered into between [Renter Name], hereinafter referred to as the "Renter," and Youngstown Cultural Arts Center, hereinafter referred to as the "Center."

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.

1. Payment Terms & Non-Profit Rates

- a. Payment Information: A deposit of $100 is due at the time of contract signing to officially secure and confirm the rental date. This $100 payment will be credited toward the total rental balance, which is due in full no later than 14 days prior to the event. If the renter cancels the event, deposit refunds and cancellation fees are governed by the Cancellation & Rescheduling Policy (Section 2) below. Forms of payment include credit cards, checks, money orders, and cashier checks.
- b. 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 organizations as non-profit. Rental is priced at a for-profit rate without an IRS Letter.
- c. Returned Checks: Checks returned by the bank upon which they are drawn will result in a $40.00 fee.

2. Cancellation & Rescheduling Policy

(Effective for new agreements executed on or after November 1, 2026. Existing signed agreements retain their original terms.)

- a. Cancellation Windows:
    - (i) All cancellation requests must be submitted in writing via email. Renters may submit their cancellation notice through their active Perfect Venue email thread for the booking or directly to eventinquiry@dnda.org. The official effective date of the cancellation shall be the date and timestamp the email was sent by the Renter.
    - (ii) 60 or more days before the event: Full refund of the deposit.
    - (iii) 30–59 days before the event: Forfeiture of 50% of the deposit.
    - (iv) 14–29 days before the event: Forfeiture of 100% of the deposit.

    - (v) 7–13 days before the event: Forfeiture of 100% of the deposit, plus 25% of the remaining contracted rental cost.
    - (vi) Fewer than 7 days before the event: Forfeiture of 100% of the deposit, plus 50% of the remaining contracted rental cost.
- b. Balance & Refunds: The remaining rental balance will be due 14 calendar days before the scheduled event. Any payments received in excess of the applicable cancellation fee will be refunded.
- c. Rescheduling Terms:
    - (i) Renters may request one rescheduling of their event, subject to availability and written approval from Youngstown management.
    - (ii) Rescheduled events must take place within 90 days of the original event date unless otherwise approved.
    - (iii) Rescheduling does not automatically waive cancellation fees, and transferring deposits or payments is at DNDA's discretion.
    - (iv) All cancellations and rescheduling requests must be submitted in writing.
    - (v) The Executive Director may waive or reduce cancellation fees in extraordinary circumstances.

3. License, Permits, Insurance & Taxes

The Renter is responsible for obtaining all necessary licenses and permits required for the rental activities at the Center, including but not limited to the following:

- a. Seattle Admissions Tax: Renters are solely responsible for compliance with Seattle Municipal Code (SMC) 5.40.020 regarding Admissions Tax for public performances. The Renter certifies that they will either collect and remit applicable admissions taxes to the City of Seattle or provide proof of an official tax exemption issued by the Seattle License and Tax Enforcement Office prior to the event.
- b. Music & Performing Rights: The Renter is responsible for obtaining any and all necessary performing rights and licenses required for their event, including ASCAP and BMI music licensing for any live, recorded, or incidental music used.
- c. Alcohol Service & Permits: Any user dispensing alcoholic beverages must comply with Washington State Liquor and Cannabis Board (LCB) regulations. A valid Banquet Permit is required for private events serving alcohol, and a Special Occasion License or Liquor

License is required when selling alcohol. Securing these permits is the Renter's sole responsibility.

- (i) Hard Liquor & Staffing: The service of hard liquor requires written approval from Youngstown management at least two weeks prior to the event, and management may require security guards and/or additional event managers at the Renter's expense. Any event serving alcohol requires a Youngstown staff member to be present during the entire event.
- (ii) Permit Deadlines & Posting: A copy of the LCB permit must be submitted to management at least two weeks prior to the event (approval is granted upon receipt). One copy must be kept on file, and one copy must be posted on-site during the event. Youngstown reserves the right to deny the use of alcohol for any reason.

- d. Certificate of Insurance (COI):
  - (i) Public Events: A valid Certificate of Insurance (COI) in the amount of at least $1,000,000 general liability, naming Delridge Neighborhoods Development Association / Youngstown Cultural Arts Center (4408 Delridge Way SW, Seattle, WA) as an additional insured, is strictly required for all public events, ticketed performances, and open gatherings.
  - (ii) Private Events: For private events (e.g., private parties, rehearsals), a COI may be required at management's discretion and is mandatory for any private event where alcohol is served.
  - (iii) Deadline: Proof of insurance must be submitted to management no later than two (2) weeks prior to the event date.
- e. Indemnification: The Renter agrees to defend, indemnify, and hold harmless Delridge Neighborhoods Development Association and Youngstown Cultural Arts Center from any liability, claims, fines, damages, or penalties arising from the Renter's failure to comply with tax laws, licensing regulations, insurance obligations, or event operations.

4. Staffing & Supervision Requirements

- a. House Manager Requirement: A designated Youngstown / DNDA House Manager is required for all events during both weekdays and weekends.
  - Role of Event Staff: On-site DNDA House Manager serves as official Center representatives to answer questions, advise on space usage, and assist with setup and cleanup upon request. All associated staffing costs are borne by the Renter.

- b. Technical Staff: Renters are required to hire in-house Technical Staff if any technical equipment is used during the event, unless otherwise agreed upon in writing.
- c. High-Attendance Staffing: For events with 100 or more attendees, an additional House Manager may be required (at a ratio of one House Manager per 100 attendees).

5. Safety, Security & Crowd Management

- a. Discretionary Security & Oversight: Certain events—due to factors including, but not limited to, crowd size, number of volunteers, complexity of setup, presence of children, or the service of alcohol—may require additional event oversight or professional security personnel at the Renter's expense to ensure a safe and successful event.
- b. Mandatory Security for Large Events (200+ Attendees): For any event with an anticipated attendance of 200 or more guests, the Renter is required to hire professional security personnel for crowd control and guest safety. Proof of booked security must be submitted to Youngstown management at least two weeks prior to the event.
- c. Independent Security Approval: Renters may provide their own professional security, provided such measures are submitted and approved in writing by Youngstown Cultural Arts Center in advance of the event.
- d. Premises Safety & Capacity Control:
    - (i) Youngstown Cultural Arts Center reserves the right to delay the opening of any event if the premises are not deemed safe or appropriate for public admission.
    - (ii) Management reserves the right to temporarily halt the admission of patrons to any event if staff believes crowd capacity has exceeded the safe management limits of the premises.

6. General Event Operations & Safety

- a. 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.
- b. 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.
- c. Damages: The Renter is liable for any damages to the Center's property during the continuous rental period.
- d. 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 the Youngstown Manager, Facilities Manager, or Director(s). At no time is it acceptable for vehicles to be parked in the fire lanes.

- e. Fire Safety: The Renter shall adhere to all fire safety regulations and guidelines established by local authorities.
    - (i) No pyrotechnic devices, smoke/fog machines, or open flames are allowed without prior written consent from Youngstown Cultural Arts Center.
    - (ii) Candles may be used if the side enclosure is either glass or metal and fully extends beyond the flame's height.
    - (iii) All fire aisles, exits, and lanes must be unobstructed at all times.
    - (iv) No standing or sitting is allowed in the aisles or on the stairs during a performance.
    - (v) 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 canceled without a refund to Renter.

7. Parking & Transportation Guidelines

- a. Primary North Lot: Authorized parking for event attendees and staff is available in the 45-stall lot on the North side of the building on a first-come, first-served basis. Unauthorized vehicles parked improperly or in restricted areas will be towed at the owner's expense. There are also 2 additional ADA parking spaces.
- b. Prohibited East Lot: The East parking lot is strictly off-limits to all event organizers, participants, and guests at all times, as it is reserved 24/7 for Old Cooper School residential housing.
- c. High-Attendance Requirements (100+ Attendees): For events expecting 100 or more attendees, the renter must include overflow parking directions in their guest communications and assign a dedicated staff member or volunteer to manage the North Lot entry and direct vehicles to overflow areas when full.

8. Building Features, Etiquette, Smoking & Quiet Hours

- a. ADA Accessibility: The Youngstown Cultural Arts Center is fully ADA-accessible, including ramping and elevators for people with special mobility needs.
- b. Smoking: No smoking is allowed anywhere inside the building, and individuals must be 25 feet away from the building when smoking.

- c. 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 on weekdays and 10:00 PM- 9:00 AM on 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.

9. Signage, Media & Marketing

- a. Signage and Event Promoting: The locations of all activities in the cultural center are posted monthly in the building outside of rental spaces. 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 on the day of the event but must be approved by the Youngstown Manager, and must be removed immediately following the event.
- b. Media Release: By renting space at Youngstown Cultural Arts Center, the 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.
- c. Photography Rights: 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.

General Terms & Execution

- Governing Law: This Agreement shall be governed by the laws of the State of Washington.
- Adult Responsibility & Supervision: 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.
- Youth Chaperones: 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.
- Termination: Either party may terminate this agreement with written notice if the other party breaches any material term of this agreement.

AGREEMENT & PAYMENT AUTHORIZATION: By signing below, the Renter acknowledges that they have read, understand, and agree to all terms, policies, and conditions outlined in this Rental Agreement for the Youngstown Cultural Arts Center (DNDA).

Furthermore, the Renter authorizes DNDA / Youngstown Cultural Arts Center to securely store their payment information and automatically charge the credit card on file for any outstanding rental balances, late fees, or unpaid incidentals remaining after the conclusion of the event, in accordance with the payment terms specified in this Agreement.