



THE ARTS CENTER

PO Box 363
115 2nd Street SW
Jamestown, ND 58402

701-251-2496
info@jamestownarts.com
www.jamestownarts.com

The Arts Center facility is owned and operated by the Jamestown Fine Arts Association (JFAA), a non-profit organization dedicated to enriching the Jamestown area community through the arts.

FACILITY USE AND RENTAL AGREEMENT

Renter _____	Address _____
Contact _____	City / State / Zip _____
Phone _____	Email _____
Date of Event _____	Description of Event _____
Estimated Attendance _____	Will alcohol be served ____ No ____ Yes (<i>see item #7</i>)
Start Time _____	End Time _____

RENTAL POLICIES

- Requests to utilize the Arts Center facility will be made to the Executive Director.
- Renter must provide Arts Center staff with pertinent details of event or activity so they may respond to public inquiry. (e.g. ticket cost, where available and when, nature of event, information on the performer, etc.)
- The Arts Center facility may not be used by an outside group engaged in commercial sales or political events.

FEE STRUCTURE

- \$30 per hour for non-members (\$150 minimum)
- \$15 per hour for members (\$75 minimum)
- \$10 per hour for an arts program (e.g. dance or piano recital)
- \$75 fee to have Arts Center staff set up and clean up after your event
- setting up for events during Arts Center open hours may be allowed after discussion with Arts Center director

FACILITY AND EQUIPMENT USAGE

The group using the Arts Center facility may use furniture and other non-disposable equipment located at the Arts Center.

Renter is responsible for:

- setting up chairs, tables, etc. and returning all items to their original place
- cleaning areas used in the Arts Center
- returning the facility to normal must be completed in a timely manner so the Arts Center can open to the public following the event
- Any exhibit (artwork, wall, pedestal, etc.) within the Arts Center facility during the rental period will be left undisturbed and under no circumstances should be moved by anyone other than Arts Center staff.

_____ Renter Initial

OPENING AND CLOSING PROCEDURES

The Executive Director will make arrangements with the Renter for the opening and closing of the Arts Center facility. These arrangements will become part of this agreement and are indicated below:

- If keys are provided, they should be immediately returned by the Renter following the event.
- If alarm codes are provided, they should under no circumstances be shared.
- Arts Center will provide one staff member during the hours of rental. Arts Center staff is not required to help with any part of the event. Their job is strictly to make sure the rental goes well.

CONTENT

The Jamestown Fine Arts Association (JFAA) is not legally responsible for program content at any non-JFAA sponsored event. JFAA reserves the right to refuse or restrict any group's use of the Arts Center if the rental activity conflicts with the purpose and goals of JFAA.

GENERAL TERMS AND CONDITIONS

1. This rental agreement is non-transferable.
2. Renter agrees to indemnify and hold harmless the Jamestown Fine Arts Association for any claims, actions, or liability including fees and costs from damages or injury to property or persons occurring on the rented premises during the time Renter is in possession of the rented premises. This section shall survive the termination of the lease.
3. All property brought onto the premises by Renter, or anyone acting for or in connection with the Renter, shall be at risk of the Renter and the Arts Center is not liable for any loss or damage.
4. The Renter shall not, in its rental of the Arts Center, discriminate on any basis.
5. The Renter shall not injure, deface, change or alter the premises or any item contained within the Arts Center and shall not cause or permit anything to be done that may damage the facility or its contents. The Renter agrees that if the premises or any items contained within are damaged by an act, default or negligence of the Renter, an agent of the Renter, or guest/invitee, the Renter will pay the Arts Center such sum necessary to restore and/or replace item to its original condition.
6. Use of the Arts Center for any purpose does not signify or constitute endorsement of the Renters organization, business, or ideas by JFAA, its staff, board of directors, members or volunteers. The Renter may not in any way suggest or imply that JFAA makes such an endorsement.
7. Liquor policy: Alcohol may be served but not sold at closed events. If Renter serves alcohol, Renter agrees to indemnify and hold JFAA harmless for any subsequent action following the rental.

Renter must contact the Chief of Police (252-2414) who will determine number of security personnel needed, if any.

_____ **Renter Initial**

8. Applicable laws: Renter agrees to abide by all applicable federal, state and local laws including, but not limited to, liquor laws and fire codes. Renter accepts all liability for noncompliance with laws or Renters negligence.
9. Renter must provide proof of insurance listing JFAA as an additional insured.
10. The Arts Center is, and shall be maintained as, a SMOKE-FREE facility.
11. The Arts Center facility capacity is 200 persons.

PAYMENT

Down payment is 50% of the total fees and is non-refundable. The balance is to be paid the day prior to the event.

_____ **Renter Initial**

Total rental fee: \$ _____

Down payment: \$ _____ Date: _____ Check Number: _____

Balance due \$ _____ Due date: _____

By signing this agreement, the Renter agrees to uphold the policies and procedures, terms and conditions and to fulfill the financial agreement stated herein.

Authorized Signature of Renter: _____ Date: _____

Arts Center Executive Director: _____ Date: _____