



15 Franklin Street SW PO Box 667 Hutchinson, MN 55350
320-587-7278 www.hutchinsonarts.org info@hutchinsonarts.org

HUTCHINSON CENTER FOR THE ARTS FACILITY USE AGREEMENT

It is the Hutchinson Center for the Arts' desire that all patrons who periodically use the HCA building (the "Facility") are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental.

\$50 an hour • \$50 staff fee 25+ • \$5 linen fee • \$50 Custodial Fee

1. FACILITY INFORMATION

Name of Facility _____ Hutchinson Center for the Arts_____

Address/Area/Location of Facility _____15 Franklin St. SW, Hutchinson MN 55350_____

2. RENTER INFORMATION

Contact name_____

Tel.: _____ Email:_____

Organization _____

Address, City, State, Zip _____

3. EVENT INFORMATION

Description of event _____

Date of event _____ Estimated attendance _____



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Time event begins (incl. set up) _____ Time event ends (incl. clean up)_____

Open to the public? Yes No Will minors be present? Yes No

Admission fee charged? Yes No Will you need our PA System? Yes No

Will food be served? Yes No Will food be sold? Yes No

Will alcohol be served? Yes No Will alcohol be sold? Yes No



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4. CONDITIONS OF USE

A. RESERVATIONS

1. Renters desirous of a Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.

2. A Facility is not considered rented until (1) Renter delivers to the HCA the Facility Use Agreement, rental fee, deposit, certificate of insurance (if applicable), written evidence of permits and licenses, and any other items deemed necessary by the HCA; and (2) the HCA, in its sole discretion, approves such rental in writing.

3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.

4. **Renter shall provide the HCA Director or his/her designee with a *single* contact who is to serve as the representative for Renter's activities.**

5. Renter shall be responsible for securing all required permits and licenses.

6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.

7. Renter shall not use the HCA's name to suggest endorsement or sponsorship of the event without prior written approval of the HCA's Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.

8. Renter shall permit any HCA officers, employees, or agents to visit the event described in this agreement.

9. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the HCA.

B. FEES

1. The HCA requires a rental fee and a nonrefundable deposit (due at time of contract signing) from Renter.

2. Any person or agency holding a reservation for the use of HCA facilities and desiring to cancel such reservation must do so 48 hours prior to the event or be subject to the withholding of the entire fee for the Facility.

3. The HCA may charge an additional amount of double the regular rental rate for any event start prior to the starting time or continuing past the ending time stated in this agreement.

4. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the HCA as a result of same and these fees shall be billed to Renter.

C. INDEMNIFICATION AND INSURANCE



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1. Renter shall indemnify, defend, and hold harmless the Hutchinson Center for the Arts, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the HCA, its officers, employees, or agents.

2. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Hutchinson Center for the Art's facilities to the HCA Director or his/her designee, in writing and as soon as practicable.

3. Renter waives any right of recovery against the HCA, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond the their control. Renter shall not charge results of "acts of God" to the HCA, its officers, employees, or agents.

4. Renter waives any right of recovery against the HCA, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the HCA, its officers, employees, or agents seek recovery against Renter.

D. SECURITY

1. The HCA, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through the Hutchinson Police Department or a private security agency.

2. HCA officers, employees, and agents may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

E. SET UP / CLEAN UP / DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.

2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.

3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.

4. Renter shall be responsible for all cleanup of the Facility at the end of the rental. Renter shall pick up and bag all trash generated by all activity in any way connected with its



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use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.

5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Hutchinson Center for the Arts Executive Director or his/her designee.

6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the HCA as a result.

7. Renter may not move and rearrange the walls without written consent from HCA Director or his/her designee.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take HCA property outside of the Facility for any reason without the prior written approval of the HCA Director or his/her designee.

2. Renter shall not use HCA equipment, tools, or furnishings located in or about the Facility without the prior written approval of the HCA Director or his/her designee.

G. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.

2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.

3. Gambling of any kind is not permitted at the Facility

4. Smoking is not permitted inside the Facility.

5. No animals are permitted at the Facility, with the exception of service animals.

6. If Renter violates any part of this agreement or reports false information to the HCA, the HCA may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.

7. The HCA may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

8. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

H. ALCOHOL

1. Any and all alcohol consumed, served, or sold at Hutchinson Center for the Arts must follow all local, city, state, and federal laws.

2. Certificate of validation from caterer must be on file with HCA before alcohol may be sold or served at HCA.

3. Renter shall procure and maintain liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the HCA's facilities the amount of \$500,000 (five hundred thousand) per occurrence if alcohol is to be given away while at the



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Center. Such insurance shall name the Hutchinson Center for the Arts, its officers, employees, and agents as additional insureds prior to the rental date of the Facility. Renter shall file certificates of such insurance with their insurance provider and provide a copy to HCA. If a copy of the insurance certificate is not on file prior to the event, the HCA may deny access to the Facility.

2. IMPORTANT - READ BEFORE SIGNING

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name _____

Organization _____

Address _____

Telephone: Home _____

*Person signing above is the **only** contact HCA staff and personnel will share rental information with. If the above renter is working with an event coordinator all information will be shared through event coordinator(s)

Event Coordinator: _____

Phone: _____

Email: _____

HCA USE ONLY

Hourly rate 50 X _____ hours

Custodial Fee: _____

Staff Fee: _____

Linen Fee: _____

Total amount of rental: _____

Deposit: _____

Date/Deposit Check #: _____ Remaining Balance: _____