



Facilities Contract

updated 1/17/2011

Made this _____ day of _____ 2011, by and between the Osceola Center for the Arts (herein after The Center) and:

Contact Person _____

Company Name _____

Phone Number _____

Address _____

Email _____

The parties hereto agree as follows, with the intent to be legally bound hereby:

The Center agrees to provide _____ for _____
 (theatre, room or rooms) (event)

Date(s) _____ Time(s) _____

Hourly or Flat Rate _____ Total Amount Agreed upon _____

A deposit of _____ and a security deposit of _____ is required and must accompany this signed agreement. Full payment of charges must be made one week before the scheduled event. If rental is cancelled, The Center retains the deposit. Any additional charges shall be billed and paid within ten (10) days after the final event.

If this contract is for use of our Theatre, we require that the Rentee uses our Technical Director and/or crew.

Detailed conditions of contract, which continues on pages 2 and 3, are binding upon both parties unless exceptions are noted and initialed below.

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SCOPE

It is the intent and general philosophy of The Center to provide educational programs and facilities for its residents, governmental agencies, civic groups, and the community at large. Fees have been established to offset general maintenance, administrative and direct costs that The Center incurs. These include utilities, cleaning, damage repairs and contractual services. The Executive Director will handle fees not addressed in this policy on a case-by-case basis.

SCHEDULING/PERMIT REQUIREMENTS

It is recommended that groups schedule their facility usage a minimum of 45 calendar days in advance to ensure that appropriate planning time can be achieved. Requests made within the 45 calendar day time limit will be accommodated depending on date and staffing availability. A reservation deposit **MUST** be made to guarantee a date. Daily rentals include 10 hours of facility time. Set-up, decorating and take down must be included in rental time. Rentals longer than 10 hours will be charged at the hourly rate.

RESERVATION APPLICATION/PERMIT

Must be completed and submitted to the appropriate facility coordinator. Reservation/Application deposit fee must accompany application to guarantee date.

COMPLIANCE

All groups must comply with any and all contracts, fees, agreements, ordinances, policies, procedures and insurance requirements. Additional fees may be incurred if damage, manpower, equipment or maintenance costs exceed the agreement. **FAILURE TO COMPLY WITH ANY ASPECT OF THIS POLICY MAY RESULT IN LOSS OF USER PRIVILEGES AND/OR ADDITIONAL CHARGES OR CANCELLATION OF EVENT.**

INSURANCE

Appropriate Comprehensive General Liability Insurance with limits of no less than \$500,000.00 must be carried. The Center must be listed as co-insured or additionally insured on the policy. The Executive Director or their designee only may make exceptions to this policy.

GENERAL FEES

General fees are charged to cover maintenance and the administration of rentals. The following fees are minimal fees and may change depending on the facility or event.

1. Reservation/Deposit Fee

A 2-hour minimum reservation deposit fee is required to book a date for hourly usage of the facility. This fee will be applied to the overall rental fee. To reserve a facility, 1/3 of the rental fee must be used as a reservation deposit. Final reservation payment is due 20 days prior to event.

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2. Security Deposit

A \$100 minimum refundable security deposit is required no less than 5 calendar days prior to facility usage and is refundable within 14 business days providing there is no damage or outstanding fees owed. The fees that could apply, but are not limited to: lack of proper clean up, using facility beyond hours of agreement, additional staff costs by The Center for prior, during or post event. Deposits of more than \$100 may be required due to the nature of the event based on risk and anticipated attendance.

3. Janitorial

Janitorial fees have not been included in rental costs to cover general cleaning of carpets and floors, trash removal and the like. The facility must be left in acceptable condition or additional fees may be assessed.

4. Manpower & Technical Staff Fee

One staff member will be provided for all events. If lighting, sound or other technical services are required, a \$40.00 per hour fee is required for the use of a Technical Staff member. Technical needs must be reviewed and approved a minimum of thirty (30) days prior to the event. Technical Staff fees must be paid in advance to The Center and allow for adjustments and additional money that may be owed after the event has transpired. Certain manpower requirements may be mandated by The Center due to risk or liability concerns.

FEES AND CHARGES

The following is a listing of current fees established by the Center. Fees are adjusted periodically according to demand and standard costs of conducting business. Fees are established and based on research of similar operations.

| Room | Size | Cost |
|----------------|---------------------------------------|---------------------------------|
| Community Room | 44 x 24 (1,056 square feet) | \$120 per hour (2-hour minimum) |
| Art Gallery | 35 x 27 (945 square feet) | \$100 per hour (2-hour minimum) |
| Theatre | Full stage with 241 seat audience | \$220 per hour (3-hour minimum) |
| Studio Theatre | 128-seat black box (2300 square feet) | \$170 per hour (3-hour minimum) |
| Music Room | 23 x 27 (621 square feet) | \$70 per hour (2-hour minimum) |
| Art Room | 35 x 27 (945 square feet) | \$80 per hour (2-hour minimum) |

*Osceola based Non-Profit organizations receive 50% off rental rates

FAILURE TO COMPLY WITH THE ABOVE WILL RESULT IN IMMEDIATE CANCELLATION OF THIS CONTRACT AND THE CENTER WILL RETAIN ALL SUMS AS LIQUIDATED DAMAGES.

| | |
|------------|--------|
| The Center | Rentee |
| Title | Title |
| Date | Date |