



## Facility Rental Agreement and Reservation Form

This contract and agreement is made and entered into on the day \_\_\_\_/\_\_\_\_/\_\_\_\_ and between THE WEST CENTRAL ILLINOIS ARTS CENTER/REGIONAL ARTS CENTER, whose address is 25 East side Square, Macomb, Illinois, 61455 (hereinafter referred to as the "WCIAC" or "Lessor"), and the person, persons, or organization named below as lessee (hereinafter referred to as "Lessee").

### WITNESSETH:

For the consideration hereinafter set out, WCIAC does hereby rent to Lessee that part of the WCIAC set forth herein. This rental agreement shall be restricted to the dates, times, and purposes specified. The use of the premises is subject to the following provisions:

### Rental Fees:

The minimum rental fee is \$100 for up to three hours. The fee for additional time is \$35/hour. The rental fee shall include the use of the designated WCIAC facilities, and setup and breakdown of tables and chairs (if needed). Reasonable cleaning of the facilities and disposal of trash after the event is the responsibility of the Lessee. A booking deposit of 25% of the total rental fee is required at time of booking. Additional staff and/or security needed for the event will be paid for by the Lessee.

### Payment:

Lessee will pay the balance due by certified check, money order, personal check or cash 14 days prior to the event (unless other arrangements are made in advance with WCIAC). If payment is not made according to the facility rental agreement, Lessee shall not be permitted to use the facilities.

### Release, hold harmless and indemnity:

Lessee hereby releases, holds harmless and indemnifies WCIAC and its officers, agents, employees, or trustees from any and all loss, claim, personal injury, death, damage, demand, liability, suits, cause of action, expense and cost (including court costs), reasonable attorney fees, costs of defense and/or settlement arising directly or indirectly from:

- a) Lessee's entry onto or use of the property or any license, privilege, activity, or service pertaining thereto; and/or
- b) Any act, omission, negligence per se, misrepresentation, breach of contract, strict liability or acts of WCIAC or its officers, agents, employees, or trustees.

### Compliance with laws:

Lessee, its guests, invitees, employees, and agents shall comply with all municipal, state, and federal laws, rules, and regulations of the applicable regulatory agencies, while using the facilities of the WCIAC.

### Planning:

Lessee shall submit a table chart and setup arrangements at least 10 days prior to the event so that the WCIAC personnel can be scheduled for setup and breakdown of tables and chairs. If a caterer is used, the caterer must read the WCIAC's rental policy and sign this rental agreement and reservation form. All designated equipment, catering, and rental deliveries must be scheduled with the WCIAC event coordinator prior to the event.

**Restricted Use:**

Lessee shall use only the ground floor gallery space, facilities, and equipment listed herein as approved by the WCIAC. If approved for use, the gallery will be closed to the public during setup and during the event. No other space, interior or exterior, will be used without the consent of the event coordinator

**Decorations and Cleaning Supplies:**

All decorations are subject to the approval of the WCIAC board and by extension the event coordinator and are restricted exclusively to the rental space and date contracted for in the rental agreement. If a centerpiece or flowers are placed on the piano, there must be a moisture barrier in place. Lessee is responsible for supplying all tablecloths, napkins, dishes, and utensils. Basic cleaning equipment and supplies are provided by the WCIAC.

**Other Restrictions:**

No food, beverages, or dishes shall be placed on furniture (including piano) or pedestals that are a part of a WCIAC display or permanent collection. No art work shall be touched, removed, nor shall any exhibit be altered without the express consent of the WCIAC event coordinator. No nailing, taping, or decorating of interior walls or exterior decoration shall be done without the express consent of the event coordinator.

Children 12 years of age and under must be accompanied by an adult in the WCIAC areas at all times. Operation of lighting, heating/cooling and any other infrastructure must be approved by the WCIAC event coordinator. No rice, silly string, fresh flower petals, or confetti may be used in or outside of the WCIAC. Bubbles and minimal birdseed may be used outside of the RAC. Balloons may be used as long as they are disposed of at the close of the event. Use of any other materials that might come into contact with flooring or artwork must be approved by the event coordinator.

**Photography:**

All photography must be limited to persons and directed away from specific artwork. No photographs will be taken indoors of specific works of art. Photography shall be confined to the rooms where the event is taking place, and outdoor areas around the WCIAC.

**Damages:**

Lessee shall pay the WCIAC for all damages to building, grounds, furniture, carpet, equipment, and any works of art caused by the Lessee and/or Lessee's caterer, agents, employees, any of the invitees of Lessee, or any persons attending a function sponsored by Lessee. If damage to the WCIAC occurs, damages are to be paid to the WCIAC within five days from the date a statement has been submitted to the Lessee by the WCIAC.

**Use of Alcohol:**

Lessee shall have the right to serve alcoholic beverages in compliance with local, state and/or federal law at the event mentioned herein. Alcoholic beverages shall not be served to any person who appears to be adversely influenced or affected by alcohol or other substances. Lessee shall not serve alcohol to minors. WCIAC has the right to remove from the premises anyone who appears to be adversely influenced or affected by alcohol or other substances or anyone who serves alcohol to minors.

**Security and Fire Code:**

The number of staff needed at each event will be determined by the WCIAC event coordinator. The number will depend on the nature of the event and number of people attending. In the event that additional security and/or WCIAC staff is needed, the cost will be paid by the Lessee. This will be agreed upon in advance with the lessee. Exits may not be blocked at any time during an event.

**Attorney's fees:**

In the event the WCIAC requires the services of an attorney to pursue any of the remedies available under the agreement against the Lessee, including filing a lawsuit, and Lessee is determined by a court of competent jurisdiction to be in default hereunder, the Lessee shall pay all costs and expenses, including, but not limited to, reasonable attorney's fees incurred by the WCIAC in the enforced agreement.

**Entireties:**

Should any clause, paragraph, sentence, or section of this agreement be determined to be void, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.

**Amendments:**

No amendments or change to this agreement shall be effective unless made in writing and signed by both parties. Lessee shall be responsible for enforcing the guidelines and rules set forth herein, and shall promptly report to WCIAC any incidents which might adversely affect the artwork and/or the facility. Lessee agrees to instruct any persons assisting Lessee of the rules and to instruct them to abide by the same. Anyone violating the terms of this agreement is subject to removal from the premises by Lessor.

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This agreement reserves and allows use of the first floor gallery space, restroom, and south wall kitchen area by Lessee from \_\_\_\_\_am/pm to \_\_\_\_\_am/pm on \_\_\_\_/\_\_\_\_/\_\_\_\_ with table and chair arrangements preset by WCIAC prior to set-up starting time.

Total rental fee:\_\_\_\_\_ due on or by:\_\_\_\_\_

Booking deposit:\_\_\_\_\_ (to be submitted with signed rental agreement)

**Lessor:** WCIAC/\_\_\_\_\_  
(organization/representative: please print)

Signed:\_\_\_\_\_

Date: \_\_\_\_\_

**Lessee:** \_\_\_\_\_  
(organization/representative: please print)

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

**Caterer:** \_\_\_\_\_  
(company/representative: please print)

Signed:\_\_\_\_\_

Date: \_\_\_\_\_