

FACILITY RENTAL FEES | AOTL Creative Arts Center

Note: There are additional fees when serving food. Review the **Facility Use Policy** for information regarding rental deposits. Rental times must include set-up and take-down times and must be pre-paid. A Damage Deposit in the form of a check or credit card is required with all space rentals and is refundable post-event.

• Auditorium

Rented hourly at \$50 / hr for the first 4 hours, \$45 / hr each additional hour.

- Theater seating capacity is 120-140 seats including space for wheelchairs (depending on stage configuration and balcony seating). Chair setup is extra.
- Banquet seating for up to 98 using a combination of 5' round and oblong tables including space for wheelchairs. (depending on stage configuration). Chair & table setup is extra.
- Stage is 17' wide and up to 12' deep.
- Discount for partner groups* (see below).
- 2 hours minimum.

• Large Community Room – without kitchen access

Chair & table setup is extra. 2 hours minimum. Discount for partner groups* (inquire further for details).

- Up to 25 occupants - \$60. / hr
- Up to 50 occupants - \$100. / hr
- Up to 90 occupants - \$150. / hr

• Large Community Room – with kitchen access is \$45 / hour extra

• Small Meeting Rooms

- Up to 12 occupants - \$35. / hr

• **Kitchen** (includes refrigerator/freezer, microwave, 5 stainless steel sinks, 2 ovens, 1 4-burner stove, 10 hot plates, coffee maker, 8' x 2' island worktable.

- Up to 10 occupants - \$45. / hr

• **Weddings / Special & Large Event Rental** – Events exceeding 140 people or requesting full day access to the facility or grounds. This fee applies to all wedding rentals. It also applies to organizations hosting large events utilizing multiple spaces at the CAC.

- Set-Up Day - \$400. Up to 12 hrs.
- Event Day - \$1000. Up to 12 hrs.

• Technical Service - Renter must provide laptop.

- Technical services - \$30/hr
- Screen Rental - \$30/hr
- Stage Projector - \$80/hr
- Smart TV - \$20/hr
- Whiteboard - \$10/hr

• Tables & Chairs – price includes setup and takedown

- 5' round tables (15 available, seats up to 6) \$5/table
- Black cushion chair \$1.50/chair

***Partner Groups** are groups of 8 or more attendees who agree to meet at the CAC on a regular basis. Battle Lake Non-Profit Organizations are eligible for a 25% discount upon request.

FACILITY RENTAL POLICIES | AOTL Creative Arts Center

I. FACILITY USE POLICIES

- 1) **CHARGES.** The rental charge shall include use of the Creative Arts Center as specified in the Facility Rental Fees. Organizations/Individuals are charged for their own event setup and take down time, which must be included in the original reservation. Additional charges may include, but are not limited to, technical service charges, custodial charges, and security personnel charges.
- 2) **DAMAGE DEPOSIT.** A \$200 damage deposit is required. Damage deposits will be used to offset expenses incurred from damages to the facility or overages in rental times.

If damages are incurred, the Organization/Individual agrees to fully reimburse the Art of the Lakes, Assoc. upon demand for any amount exceeding the original damage deposit. This includes all damages to, including the loss of, the building, furniture, equipment, fixtures, grounds, or any other property, real or personal, owned, used, or operated by Art of the Lakes, Assoc. due to any act or omission of the members, representatives, employees, patrons, invitees, or guests of the Organization/Individual using the facility. If no damages are incurred, the damage deposit will be returned within 30 days following the end of the rental period.

- 3) **PAYMENT.** The Renting Organization/Individual agrees that all charges will be paid to the Art of the Lakes, Assoc. This includes a \$200 deposit to reserve the space, and the balance payable two weeks prior to the event. **If complete payment is not received two weeks prior to your event, your reservation will be cancelled.** Unpaid charges that remain at the completion of the event will be deducted from the damage deposit.
- 4) **LIABILITY INSURANCE.** The Organization/Individual using the facility will sign a waiver of liability as a part of the Rental Agreement. Policies including, but not limited to, the Creative Arts Center Food Catering Policy may require the Organization/Individual to provide a copy of their Certificate of Insurance as proof of liability coverage naming the Art of the Lakes, Assoc. as additional insured.
- 5) **CANCELLATION.** The Renting Organization/Individual agrees and understands that in the event of a cancellation, ninety (90) days' notice must be given for both the rental deposit and damage deposit to be returned, less a \$10 processing fee.
- 6) **PYROTECHNICS:** The use of pyrotechnics, open flames or other combustible materials within the facility is strictly forbidden.
- 7) **CATERING.** The Organization/Individual using the facility shall not sell, serve, or allow food products of any kind to be sold, brought into, or served upon the premises except as permitted by the Creative Arts Center Food Catering Policy.
- 8) **LIQUOR.** The Renting Organization/Individual using the facility shall not sell, serve, or allow alcoholic beverages of any kind to be sold, brought into, or served upon the premises except as permitted by the Creative Arts Center Alcohol Policy and in accordance with all City Ordinances and State laws.
- 9) **DECORATIONS.** All decorations must be approved in writing two weeks in advance of any function. The following is prohibited:
 - tape
 - confetti and/or glitter
 - helium balloons
 - nails or screws
 - candles that are not enclosed
 - alteration of electrical circuits

All decorations must be hung without defacing the building. The Creative Arts Center does not provide ladders for decorating. All decorations must meet fire code regulations.

- 10) **SPECIAL SETUP.** Special setup shall be done at the Renting Organization's/Individual's expense under the supervision of, and subject to, the approval of Creative Arts Center Staff, and shall be furnished and paid for by the Renting Organization/Individual.
- 11) **CLEANUP.** The Renting Organization/Individual using the facility shall clear all areas after use unless otherwise approved by Arts Center Staff. The Creative Arts Center is not responsible for any items left beyond the contracted rental period. The Renting Organization/Individual shall also leave all areas in a clean and orderly condition at the end of the term of this agreement. If areas are not cleared and/or cleaned within the contracted time, the Arts Center Staff will clean the facility and deduct the cleanup cost from the damage deposit.
- 12) **ADVERTISING.** To use the Creative Arts Center name in your advertising, we must review your copy. Send copies of all advertising materials to us before going to print. Please state our complete name, "Creative Arts Center," when making references.
- 13) **BROADCASTS.** All broadcasts, telecasts, tape recording, films, etc. produced in the Creative Arts Center shall have prior written consent from the participants and Art of the Lakes Management. A duplicate of the original of such executed consent shall be given to the Art of the Lakes Management prior to the event. If consent is given, the Renting Organization/Individual shall furnish and install all equipment necessary for the broadcast. In addition, Renting Organizations/Individuals presenting copyrighted materials must obtain broadcast rights for the material and furnish a copy of the written consent to Arts Center Management prior to broadcast.
- 14) **CONDUCT.** The Renting Organization/Individual is responsible for the conduct of its guests, representatives, casts, students, and workers while in the Creative Arts Center.
- 15) **CITY, COUNTY, STATE AND FEDERAL LAWS.** All Organizations/Individuals using the Arts Center to conduct any performance, public or private meeting or in giving any lecture, concert, class or other event shall conform to, comply with and abide by all laws of the United States and the State of Minnesota, the rules and regulations of all Federal and State Boards and Bureaus, the ordinances of Otter Tail County, the City of Battle Lake and the regulations of the Fire Department, Health Department and Police Department.
- 16) **SUBCONTRACTING.** Renters may not subcontract any space in the Creative Arts Center.
- 17) **LIGHT, HEAT, WATER, VENTILATION.** The Creative Arts Center shall furnish light, heat, water, and ventilation, but any special lights or lighting fixtures other than those available shall be provided and paid for by the Renting Organization/Individual.
- 18) **FIRE CODES.** The Renting Organization/Individual shall not transact or allow the transaction of any business on the premise or keep thereon anything which will increase the risk of fire or conflict with the provisions of the insurance policies on the building or any part thereof.
- 19) **INDEMNIFICATION, HOLD HARMLESS, DEFENSE.** I understand that my use of the Creative Arts Center is voluntary and that I am using it for my benefit only. I agree that my use of the Creative Arts Center facility is undertaken at my own risk, and that Art of the Lakes, Assoc. will not be liable for any claims, injuries or damages of whatever nature incurred by me, members of my organization, or guests of my event due to the negligence of members of my organization, guests of my event or the negligence of third parties. On behalf of myself and the organization that I represent, I expressly forever release and discharge Art of the Lakes, Assoc. its agents, or employees from any such claims, injuries, or damages. I also agree to defend, indemnify, and hold harmless Art of the Lakes, Assoc. from any claims, injuries or damages of whatever nature arising out of, or connected with, my use of the Creative Arts Center. I also agree to reimburse Art of the Lakes, Assoc. for any damage, breakage, maintenance, or theft of equipment beyond the damage deposit figure, if so warranted.

The Renting Organization/Individual understands and agrees that the facility rental is subject to all rules and regulations of the Creative Arts Center and will conform to said rules and regulations and be bound thereby. No provisions of these rules and regulations will be waived, except with advance approval, in special cases and for good cause, and then only by written memorandum attached to the reservation receipt and signed by an authorized representative of the Art of the Lakes, Assoc.

II. FOOD CATERING POLICY

- 1) Catering fees apply when an event is catered. Use of the kitchen is included in this price.
- 2) Renting Organizations/Individuals that wish to bring in boxed lunches or commercially prepared food are not required to pay a catering fee. If the Renting Organization/Individual would like to use the kitchen, the kitchen fee applies.
- 3) The catering kitchen at the Creative Arts Center is intended for catering purposes only. This area is not intended to be used for cooking of any food products.
- 4) Catering areas must be left in a clean condition following each event. All garbage must be removed and placed in the dumpster out the side door on the west end of the building.
- 5) Food and beverages must be kept in the rented room or space.
- 6) Caterers are responsible for all table coverings, plates, silverware, serving utensils, and glassware. Serving pieces stored in the kitchen are for Arts Center use only.
- 7) Deliveries of supplies must be preapproved by Arts Center Staff.
- 8) Supplies must be removed by the end of the rental period unless prearranged with Arts Center Staff.
- 9) The Creative Arts Center and Art of the Lakes, Assoc. are not responsible for articles left overnight.
- 10) The caterer shall comply with all laws and regulations related to the preparation and disposal of food and shall procure at its own expense all permits and licenses required by law or regulation for the operation of catering services. **The caterer will furnish the Art of the Lakes, Assoc. with a copy of the applicable permits or licenses.**
- 11) The caterer agrees that they will always, have and keep in force, at its expense, workers' compensation and employers' liability, automobile liability and professional liability insurance covering any injury caused by act or omission on the part of the caterer in the performance of, or with relation to, any of the work or services provided to be performed or furnished by the caterer.
- 12) The caterer will furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage. Art of the Lakes, Assoc. shall be named as additionally insured on the commercial general liability policy on a primary and noncontributory basis.
- 13) The caterer shall be deemed to be an independent contractor and not an employee of the Creative Arts Center or Art of the Lakes, Assoc. All agents, servants or employees of the contractor or other persons, while engaged in the performance of any work or services required to be performed by the Creative Arts Center, or Art of the Lakes, Assoc., its agents, servants, employees, or other persons, shall in no way be the obligation or responsibility of the Creative Arts Center or the Art of the Lakes, Assoc. The contractor, its agents, servants, or employees shall be entitled to none of the rights, privileges or benefits of the Creative Arts Center or Art of the Lakes, Assoc.
- 14) The caterer further agrees to defend and hold harmless the Creative Arts Center and Art of the Lakes, Assoc. from any claims, demands, actions, or causes, or action arising out of any performance of, or with relation to, the work or services provided to be performed or furnished by the caterer under the terms of this agreement.

III. ALCOHOL POLICY

Alcoholic beverages may be served at activities and events held at the Creative Arts Center according to the following guidelines:

- 1) All Renting Organizations/Individuals distributing and/or consuming alcohol outdoors at the Creative Arts Center must comply with and abide by all Federal, State and Municipal laws and ordinances and should contact the City Clerk's office for licensing.
- 2) If the Renting Organization/Individual would like to serve alcohol at an indoor event, they are required to hire a caterer to provide bar service.
- 3) Alcoholic beverage service will end no later than 12:00 a.m. or as determined by the license issued by the City Council. Alcohol must stay in a clearly defined rental space. The Renting Organization/Individual will be responsible for making sure its guests follow this policy. All containers used for consumption must also remain in the defined space.
- 4) Violation of the rules set forth in this policy may result in the denial of future rental requests, cancellation of future reserved space at the Creative Arts Center and forfeiture of the damage deposit.

ACKNOWLEDGMENT: The Organization/Individual acknowledges that use of the facility for an event may include the risk of serious injury or death including, but not limited to, possible exposure to and illness from infectious diseases including but not limited to methicillin-resistant Staphylococcus aureus (MRSA), influenza, and coronavirus disease 2019 (COVID-19). While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. The Organization/Individual KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for use of the facility.

USE POLICY: Use of the facility must comply with the stated and customary terms and conditions for the event as regards to protection against infectious diseases, including but not limited to any applicable Governor's Executive Orders and Department of Natural Resources (DNR) and Minnesota Department of Health (MDH), including the Outdoor Recreational Guidelines, which can be found at <https://www.dnr.state.mn.us/aboutdnr/covid-19-outdoor-recreation-guidelines.html>.

By signing this agreement, I declare that I have read, understand, and agree to all of the terms and condition of this Agreement.

User signature

Date

Renters must return a signed copy of this document, once per calendar year to Deb Ness at aotl@arvig.net or by mail to **Art of the Lakes, PO Box 244, Battle Lake, MN 56515**

