



Tenant Rental Agreement

Dates of term agreement: _____

This agreement is between the Gunnison Council for the Arts, a nonprofit corporation ("GAC") and _____ ("User")

AGREEMENT

The Gunnison Arts Center and User agree to User's use of the facility as described below:

Event/Meeting Title:

Purpose of use:

Organization &/or Individual:

Mailing Address:

Contact Phone Number(s):

Contact email:

Classification:

Member _____

Non Profit/Tribal _____

Other _____ (For-profit, fraternal or professional association, or individual) **Non-Profit Mission Statement:**

BASIC LEASE INFORMATION

Landlord: Gunnison Council for the Arts, a Colorado non-profit corporation

Tenant:

Premises: Gunnison Arts Center, 102 S Main St. Gunnison CO 81230

Days and Times of Rental Agreement:

Leased Space(s):

Cost Agreed Upon:

Description of Usage:

Security/Damage Deposit: \$50.00

****Key Distributed:** Yes () No ()

(Please see "Access To Building Outside of Operational Hours:" for more information)

Demographics of Participants (please give an estimated number for all that apply):

| | | |
|--|---------------------|---------------------|
| Estimated TOTAL number of Participants: | | |
| # OF CHILDREN: | # OF ADULTS: | # OF ARTISTS |

Additional Services – Please Specify: *(ex: projector, chairs, beverages etc...)*

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Rent:

Damage Deposit: *A non-refundable deposit of \$50 is required upon signing this agreement to secure the rental space. This deposit will be applied toward any damages incurred during the rental period. In the event that no damage occurs, the deposit will not be refunded. The deposit is not a substitute for the security deposit and does not count toward the rental fee.*

****Access To Building Outside of Operational Hours:**

The renter will be provided with a key to access the Arts Center for the duration of the rental period. The renter may pick up the key either the day prior to or the day of the event, depending on availability and arrangement with the Arts Center. The renter is responsible for the safekeeping of the key and agrees to immediately notify the Arts Center if the key is lost or damaged. In the event of a lost or damaged key, the renter will be held financially responsible for the cost of replacing the key and any associated locksmith fees. The renter is also fully responsible for the building during the rental period and agrees to ensure the security of the space at all times. The key must be returned to the Arts Center within 24 hours following the end of the rental period. Failure to return the key within this timeframe will result in additional charges for key replacement and may incur further penalties.

Insurance:

The renter agrees to indemnify, defend, and hold harmless the Arts Center, its owners, employees, and agents from and against any and all claims, damages, liabilities, losses, or expenses (including legal fees) arising out of or in connection with the renter's use of the space. This includes, but is not limited to, any injury to persons or damage to property occurring during the rental period, whether caused by the renter, their guests, or any third party. The renter assumes full responsibility for ensuring that the space is used in a safe and lawful manner.

SIGN ONLY IF APPLICABLE TO BUSINESS OR ENTITY RENTING SPACE:

This rental agreement specifies the renter, _____, will carry their own up to date liability insurance policy at all times during the term of this agreement. The renter will name Gunnison Council for the Arts as an insured party and will file a copy of the up to date insurance policy with the chief executive at the Gunnison Arts Center.

Use of the Gunnison Arts Center assumes an event is non-revenue generating.

The Gunnison Arts Center is a tax-exempt 501 (c) 3 and must consider at all times the responsibilities of this designation. If users intend for any revenue whatsoever to be generated using the Gunnison Arts Center facility, all plans must be specifically disclosed and agreed upon by the Gunnison Arts Center Executive Director.

Arts Center Representatives:

The Gunnison Arts Center employs many contract workers and is fortunate to have the help of many volunteers. None of these "workers," although valuable to the GAC, have the authority to represent the GAC or enter into any contractual agreements. The only people who may represent the Gunnison Arts Center, its facilities and/or its interests are the chief executive.

Set-Up and Clean-Up

Set-up should take place the day of the event within a designated time frame. Users must

clean-up the day (or night) of the event. The Gunnison Arts Center is not responsible for items left in the facility. All personal property must be removed or stored at the time of clean-up. Renters are responsible for the general clean-up of the spaces used. This includes placement of all leftover food, garbage, recyclables and unrecoverable decorations into trash bags and placed in the outside bins in the alley.

The renter is responsible for leaving the Arts Center in clean and undamaged condition at the conclusion of their rental period. If the premises are not adequately cleaned, or if any damage is caused to the property, the renter will be charged a cleaning fee of up to **\$300**, or the **full cost of repairs** or replacements necessary to restore the space to its original condition. This fee will be deducted from the **\$50** deposit, or the renter may be billed directly for the costs if the deposit does not cover the full amount.

This rental agreement specifies the renter will clean the Dance Studio floor following use. The GAC will provide the supplies necessary for cleaning the floor.

****An additional fee may be charged to the using group or organization if clean-up is not satisfactory.**

Additional Conditions:

- All users are responsible for all setup of tables and chairs. The Gunnison Arts Center will not set-up spaces unless discussed with staff.
- Use of Gunnison Arts Center spaces assumes no adjustment or reconfiguration of current art exhibits.
- Movement of any furnishings outside of meeting tables and meeting chairs must be pre approved.
- The use of Audio Visual Equipment or PA is not included in any facility use agreements. If AV Equipment or PA is negotiated and RENTED, GAC Staff will set up (or arrange for the set-up of) equipment.
- Groups who wish to decorate must do so within their rental time. Any additional "rehearsal" time will be added to total hours of the requested event time.
- All decorations for an event must be pre-approved for hanging from the walls.

NOTHING MAY BE ATTACHED TO THE CEILINGS IN THE HISTORIC BUILDING.

Damages to the facility or any items within the facility by the user may result in an additional charge, in excess of damage deposit.

SECURITY

For meetings outside of regular business hours (Monday - Saturday 10 AM – 6 PM & Saturdays 10 AM – 2 PM), a Gunnison Arts Center Staff Person will issue instructions to the user for leaving the building and making-sure the building is secure when

leaving. Beyond regular business hours, the user may be responsible for security and lock-up after their meeting or event according to instructions issued at the time of the reservation. The user will assume liability for any loss or damage to artworks or Gunnison Arts Center property during the event.

Scheduling

- Per the terms of this rental agreement, _____ (the renter) reserves the use of _____. GAC activities and classes will take place outside of the reserved times for the length of this agreement.

Room Arrangement

- Room arrangement and use of equipment *must* be scheduled when the room is reserved. An additional fee may be charged for special equipment/arrangement needs.

General Information

- The Gunnison Arts Center does not advocate or endorse the viewpoints of any group or individual. Meeting room use shall not be publicized in such a way as to imply Gunnison Arts Center sponsorship unless authorized by the Executive Director of the Gunnison Arts Center.
- A group using a meeting room may rearrange furniture, but must then return the room to its original condition.
- The Gunnison Arts Center (and adjoining Courtyard) is a non-smoking facility.
- Meeting room programs must not interfere with Gunnison Arts Center operations. The Gunnison Arts Center is not liable for injuries to people or damage to property, individuals or organizations using the meeting rooms.
- Failure to abide by these rules for meeting room use may be justification for denying the group further use of meeting rooms.

Amenities

- Rest rooms & a drinking fountain are available at all times.
- Bathrooms/changing rooms with cubbies are accessible to the Dance Studio and its renters.
- Refreshments may be served with advance reservations. Alcoholic beverages are prohibited unless they are provided and served according to the regulations of the Gunnison Arts Center's liquor license, which specifies that a Gunnison Arts Center staff member or Gunnison Council for the Arts Board of Director must be present

and monitoring the alcohol service according to the law at all times. Groups are responsible for making their own catering or food arrangements.

Gunnison Arts Center Policy:

USE OF THE GAC FACILITY BY OUTSIDE GROUPS: The primary purpose of meeting rooms and spaces at the Gunnison Arts Center is to provide facilities for Gunnison Arts Center related activities, including programs presented by the Gunnison Arts Center staff or by other organizations affiliated with the Gunnison Arts Center. The Gunnison Arts Center use of space takes precedence over use by outside parties. As a community service, the Gunnison Arts Center makes its spaces available for use by private citizens and groups at a fee when it is not in use for GAC related activities. Groups may use these spaces for private meetings or to present programs for the public.

The use of the meeting/reception space by a non-arts center group shall not be publicized in such a way as to imply arts center sponsorship of the group's activities unless the activity is being co-sponsored by the Gunnison Arts Center.

The Gunnison Arts Center does not endorse the views expressed by any group or individual using its meeting rooms/spaces, but does endorse the right of those individuals or groups to express their views so long as they abide by the policies and rules governing the use of the Gunnison Arts Center meeting rooms.

Artistic Expression

The Gunnison Council for the Arts champions the freedom of artistic expression and the privileges of free speech, as granted in the United States Constitution.

At the same time, as a community-based institution, the Gunnison Council for the Arts honors community standards of decency/appropriateness in regards to language, nudity, sexuality, and other areas that could be considered controversial.

The Gunnison Council for the Arts is committed to artistic excellence. No event will be directly produced, or indirectly presented, which cannot be defended artistically.

It is possible that the Gunnison Council for the Arts will rent its space to a group producing an arts event, or displaying works of art, that some people in the community may consider offensive. In these cases, the Gunnison Council for the Arts will diligently work to ensure that any prospective audience member for a show, or visitor to a gallery, will be warned of content challenges beforehand so they may choose to participate or not, or may ensure that their children do not participate. In such cases, the following steps will be taken:

- The chief executive will ensure that the Board of Directors is aware of a potential controversy

- All written and media publicity will clearly state that the event may include material of a challenging nature, so that any participant is fully aware of this and can choose to participate or not
- At the door, signage and/or verbal information provided by the ticket-sellers, ticket takers, or announcers will inform patrons that they may be challenged.

Religious Activity

The Gunnison Council for the Arts will never endorse or support a particular religious perspective, nor will it rent its space for any event – class, lecture, workshop, meeting – whose intent is to proselytize, celebrate their faith, solicit donations for, or identify supporters of a particular religious perspective.

The Gunnison Council for the Arts is available to any cultural group wishing to use its facility for non-proselytizing, artistic expression. The Gunnison Council for the Arts recognizes that religious expression and cultural expression may at times be inseparable. Because the Gunnison Council for the Arts' mission statement makes it clear that the Council supports the arts, a cultural event that includes religious expression through music, visual arts, literature, theater, dance, or media arts may be permissible in the Arts Center facility.

Political and Educational Activity

The Gunnison Council for the Arts, per federal law, will never support a candidate for public office, nor will the Gunnison Council for the Arts make its facility available, under any circumstances, for any candidate's campaign.

The Gunnison Council for the Arts (GAC) understands that it is not prohibited from making its facility available to organizations to educate the public on issues. However, it is the policy of the GAC that it may do so under three conditions:

- The space will not be provided free of charge and the same rental fee will apply to all groups
- If an entity wishes to use the GAC to educate the public on an issue, GAC will automatically notify the primary entity with an opposing point of view that the space is available to rent, and will do so in writing, thereby maintaining evidence that GAC is not partisan on that issue
- A disclaimer statement will be posted and, if there is an agenda or program for that event, will be printed on that agenda/program, as follows:

“The Gunnison Council for the Arts rents its space to local organizations for programs that educate the public on issues. However, rental of the space should not be construed to mean that the Gunnison Council for the Arts in any way endorses the point of view of the renter. Further, the Gunnison Council for the Arts' policy is to ensure that the organization whose point of view opposes that of the renter is aware that the Arts Center building is available for rent. The same fee will be assessed to all renters.”

**I have read all the information provided in this document and
agree to all the conditions stated:**

Applicant Name: _____ (PRINT)

Applicant Signature: _____

Date: _____

APPROVED ON BEHALF OF GUNNISON ARTS CENTER BY:

***Gunnison Council for the Arts reserves the right to alter, update
and change rates and terms of this document at any time.***

FOR OFFICE USE ONLY:

Authorizations Pre-Event:

Gunnison Arts Center Representative: _____

Date: _____

Calendar Clear: Yes No

Placed on Calendar: Yes No

Rental Amount Due: _____

Date Paid _____

Authorizations Post-Event:

After Event Inspection by: _____

Condition: _____

Additional Damage Fees: _____

Reason for additional fees: _____

Date Paid _____