

Moab Arts and Recreation Center Rental Agreement 2007-2008

Moab Arts and Recreation Center Rental Agreement are non-transferable and are only valid for the rooms, times and event(s) specified in the contract. Renter agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, the Moab Arts and Recreation Center (hereafter known as the MARC), reserves the right to require a new agreement to be approved by the MARC and the renter.

RENTAL RATES

Room rates for meetings, classes, arts events or arts programs, movement classes or workshops, training, lectures, and equipment are as follows:

Downstairs rooms	\$5 per hour per room
Storage-downstairs	\$20 per day
Upstairs rooms (Dance, Stage, Kitchen, Gallery)	\$12 per hour per room
Whole facility	\$48/hour up to \$375/day
Local small meetings	No Charge, though encouraged to make a donation as individual or group
Equipment (VCR/TV, stage lights, screen, Stereo & window black outs)	\$20/day
Sound system	\$75 per day with refundable damage deposit of \$250.00
Furniture (chairs, tables)	No charge with room rental
Offsite furniture rental	\$1/per day per chair; \$5/ per day per table
Labor: set up, breakdown, cleanup, etc.	\$20/hour/staffperson

PRIVATE PARTY RENTAL RATES

Room rates for private parties, wedding receptions or other similar celebrations are as follows:

Refundable damage deposit	\$500
Downstairs rooms	\$10 per hour per room
Upstairs rooms (Dance, Stage, Kitchen, Gallery)	\$25 per hour per room
Whole facility	\$75/hr up to \$750 per day
Alcohol usage fee:	\$15 per hour in addition to room rental for each hour alcohol is served
Equipment (VCR/TV, stage lights, screen, Stereo & window black outs)	\$20/day
Sound system	\$75 per day with refundable damage deposit of \$250.00
Furniture (chairs, tables)	No charge with room rental
Offsite furniture rental	\$1/per day per chair; \$5/ per day per table
Labor: set up, breakdown, cleanup, etc.	\$20/hour/staffperson

PAYMENT/OTHER FEES

1. Booking fee: all room rentals require a non-refundable booking fee of \$20, paid in advance to cover administrative expenses. The only exception to this is year-round renters or those who have rented within the last year.
2. A deposit in the amount of 20% of the full rental is due at the time the reservation is made and a rental agreement must be signed at that time. Full payment is due one month in advance of scheduled date or at time of reservation whichever comes last. Checks are made payable to the MARC. Ongoing renters must pay their rent on the first working day of each month. We will not send invoices.
3. Rental time includes setup and cleanup. Rental time is booked in ½ hour increments with a one-hour minimum. Rental times start on the hour or ½ hour.
4. All rentals are subject to availability, with priority given to arts education, arts events and ongoing classes. Rooms provided free of charge are subject to displacement if a paying renter is available.
5. Refunds: No refund will be given if the cancellation is 14 days or fewer prior to use. For cancellations 15-30 days prior to use, a 50% refund is given. Cancellation more than 30 days away from event will receive a full refund, less booking fee if applicable. **There are no refunds for time slots or equipment reserved but not used.**
6. Cleanup fees and damage deposits: For ongoing class rentals there is no cleanup fee or damage deposit, however, renters must leave rooms in at least as good condition as they found them. Any individual or organization that does not comply with this will be charged a minimum \$20 cleaning charge billed at \$20/hour/staffperson.
7. Cancellation of agreement: MARC staff reserves the right to discontinue any rental contract if the activity proves disruptive to neighbors or concurrent users. The agreement can also be cancelled if the renter does not adhere to the terms of the contract. Renters who violate the terms of their contract may be disqualified from future rentals at the MARC.

LIABILITY/LICENSES/ADVERTISING/TICKET SALES

1. If the MARC is destroyed or damaged by fire, extreme weather event or any other situation out of the MARC's control, this agreement will be null and void and renter will receive a full refund. However, the MARC will not be responsible for any incidental or consequential losses resulting from the cancellation of this agreement.
2. Renters are not required to carry their own liability insurance; however, each renter is required to use the building responsibly and adhere to fire, safety and health codes, including maximum occupancy regulations.

3. The renter assumes liability for loss, theft, and property damage or personal injury and shall be responsible for the payment of any and all damages to the building, furnishings, fixtures or equipment, whether caused by the lessee or any members of the rental party even to the extent that damage exceeds deposit.
4. Renters are responsible for advertising, ticket taking, and fee collection of their own events/classes.
5. An individual business license may be required for renting space at the MARC. Renter should check with the City of Moab and comply with any city licensing requirements including completion of Moab City sales tax form required for sales of entertainment and/or goods.

POLICIES/CODE OF CONDUCT/MULTI-USE OF THE MARC

1. Multi-use: The MARC is a public facility, with simultaneous users. Renters should assume there is a group before and after them, and concurrent events. Renters are required to ensure that attendees minimize noise, refrain from running, sliding down the banisters, remain in the rooms rented, clean up space after use, and are courteous to other renters. The signer of the rental agreement is responsible for the attendees behavior. If attendees become unmanageable, it is incumbent upon the renter to call law enforcement.
2. Art Shows/Performances: Renters agree that the MARC, as an arts facility, may supply space for exhibits or performances that some individuals may find objectionable. The MARC makes every effort to conform to community standards and does not practice censorship. Whenever material that may be considered adult in nature is included in an exhibit or performance, renters will provide appropriate information about the content to the public prior to the event.
3. Children must remain supervised at all times and in the rooms rented throughout the event. If you need additional space for child care during your event, please rent a downstairs room and arrange for supervision.
4. Renovation: The MARC is a historic building going through periods of renovation, so renters and participants should be aware of possible construction work.
5. Storage: No apparatus, furniture, or equipment other than what was disclosed in the Rental Contract is to be moved into the MARC without prior approval from MARC staff. These items must be properly removed after use. The MARC Director may consider requests for exceptions or special circumstances.
6. Event plan: The renter is required to furnish in writing and before an event, any information pertinent to the event to MARC staff to determine space arrangements, special services, and equipment necessary to the staging and proper management of the event.
7. Set up: Doors and hallways may not be blocked due to fire code regulations; combustibles should not be placed near entrances or exits (this includes decorations). If MARC staff asks for something to be moved, renter must comply with the request.

8. Ramp access: There is a ramp on the back of the MARC, with an entry into the dance room. Please remember to unlock the ramp access door for public events and for any private events when needed.
9. Noise: Please do not leave doors or windows open during louder events. The sound can easily carry to the MARC's neighbors or to other rooms in the MARC. **Moab City's noise ordinance goes into effect at 10 p.m.** All events must end prior to midnight.
10. Parking: Renters and attendees should not block area driveways. In addition to parking in front of, on the side of and across from the MARC building, renters should inform attendees to park near the Post Office, Star Hall, the Center Street Gym, and the old middle school.
11. Lock up: Renters must close windows, close and lock fire doors and front door at the end of their day's session.

The City will permit access to the MARC upon execution of a contract with full and specific disclosures and payment of rental fees as specified in rental agreement. I agree to the following terms for renting at the MARC. I understand that if these terms are not followed, the MARC reserves the right to refuse rental to me and/or my organization in the future and can cancel the current rental agreement with no refund.

Renter signature _____

Date: _____