



MIDDLETOWN ARTS CENTER
130 North Verity Parkway
Middletown, Ohio 45042
513-424-2417

BUILDING RENTAL CONTRACT

This writing is a Contract between the Middletown Arts Center (MAC) and the identified Lessee for use of the building and below specified equipment only, all located at 130 N. Verity Parkway ("the Premises").

LESSEE INFORMATION

Organization:
Address:
Authorized Person Printed:
Phone:
Email:
Date(s) of Usage:
Time(s) of Usage:

Portion of Premises to be used:

Table with 2 columns: Description and COST. Rows include MAIN GALLERY (with set-up and tear-down included) for Reception/banquet style and Lecture/seminar style, SYMPHONY ROOM (accommodates 50), and COURTYARD.

Equipment available for rental:

_____ Medium round tables (seat 8 each)-10 available	_____N/C_____
_____ Large round tables (seat 10 each)- 2 available	_____N/C_____
_____ Medium oblong tables (seat 6/8 each) – 6-8’/5-6’ available	_____N/C_____
_____ Extra Large banquet table for serving	_____N/C_____
_____ Cloths for banquet table (hand washable) - \$25 each	_____
_____ Red	
_____ Gold	
_____ White	
_____ Brocade	
_____ White tablecloths for Round/Oblong tables - \$7.50 each	_____
_____ 79 gold padded chairs	_____N/C_____
_____ 85 grey plastic chairs	_____N/C_____

ITEMS

COST

_____ Silver punch bowl - \$25	_____
_____ Silver coffee maker (coffee not included) - \$25	_____
_____ Glass Punch Bowl	N/C
_____ Podium with microphone - \$15	_____
_____ TV with DVD - \$25	_____
_____ Slide projector & screen - \$25	_____
_____ Overhead projector - \$25	_____
_____ Portable Bar \$40	_____
_____ Bose Sound System	N/C

ADDITIONAL CONDITIONS:

- **A fee of \$12.50 per hour for the on site MAC staff person must be made directly to the individual for all hours the Lessee uses the Premises outside of the normal MAC business hours.**
- A deposit of facility 1/3 rental rate is due and payable at the time this Contract is signed.
- Cancellation with return of 100% of deposit - 90 days prior.
- Cancellation with return of 50% deposit - 60 days prior.
- Cancellation with no return of deposit - 30 days prior.
- If Lessee causes damage to carpets, hardwood floors etc. in excess of the deposit received, then the Lessee agrees to pay the reasonable costs to repair the damages.
- Lessee is responsible for clean up and removal of all trash from facility at the end of the rental. (Dumpster located at south end of parking lot).

Total cost for the use of the Premises on _____ (date) for _____ hours with the above equipment requirements will be \$ _____.

A deposit of \$ _____ is due with the return of this signed contract (at least 40 days prior to the event).

Full payment of the agreed rental amount is due on the day of the Lessee’s use of the Premises, prior to, or at the same time the event commences.

RULES OF OPERATION
MIDDLETOWN ARTS CENTER

1. Middletown Arts Center, 130 N. Verity Parkway, Middletown, is a smoke free facility. Smoking is permitted outside the East and West entrance doors and on the courtyard.
2. The Center permits the serving (not sale) of wine, beer or spirituous liquor by the single serving glass, bottle or can to invited guests only. No alcoholic beverages are permitted in the studios or on the grounds. Beer kegs are not permitted in the gallery or lobby areas.

Please Note: Lessee will be held responsible for the actions of their guests. Excessive drinking and use of abusive language will result in immediate eviction from the premises by the City of Middletown Police Department.

3. Lessee accepts and acknowledges complete liability for any damage to any work of art anywhere in the Premises caused while Lessee and Lessee's invitees are using the Premises.
4. The Middletown Arts Center reserves the right to eject the Lessee and revoke this Contract at any time for the following conditions:
 - a. Mechanical or structural failure of building or utility systems;
 - b. Acts of God (extraordinary inclement weather, meteorites, etc.);
 - c. Under order by authorized public officials - police or fire departments, Butler County Sheriff Dept., etc.

Should such a closure occur, fees negotiated in the rental contract will be adjusted to reflect the shortened time of use.

5. Lessee agrees to indemnify, defend, and hold the MAC harmless from and against any and all claims, damages, demands, actions, duties, causes of action, judgments, costs, (including attorney fees), controversies and liabilities whether known or unknown, fixed or contingent, arising out of contract, tort or otherwise, in law or in equity, asserted by third parties (including but not limited to Lessee or Lessee's guests) for damage to person or property, including but not limited to, consequential or incidental damages arising out of or related to: (a) MAC' failure to perform any and all of their obligations or liabilities under the Contract or under any other agreement; (b) Lessee's use of the leased premises; (c) the negligent, willful or intentional acts/omissions of MAC or any of their agents, employees, invitees, or licensees; (d) the failure of Lessee or any of their employees, invitees or licensees to comply with all applicable federal, state and local laws, ordinances, statutes, regulations and rules.

MIDDLETOWN ARTS CENTER

CONTRACT AGREEMENT

In consideration of the promises and payments exchanged between MAC and the Lessee, the parties agree to the terms set forth in this four (4) page Contract. The parties agree that there are no other agreements between them, either written or oral, and that this Contract sets forth the entire agreement between them.

This Contract may only be altered in writing signed by authorized representatives of MAC and the Lessee.

Signed:

_____ (Middletown Arts Center)

_____ (Lessee)

_____ (Date)

Revised 9/09
Revised 7/11