



628 Michigan Avenue
Jeffersonville, IN 47130
dspiker@cityofjeff.net
jeffersonvilleart.com
jeffersonvilleart.com/noco-arts-center
812-280-3851

FACILITY USE LEASE AGREEMENT

NAME OF EVENT # OF GUESTS EVENT DATE

RENTER AND/OR COMPANY NAME

SPACE RENTED AND RENTAL RATE

ADDRESS of RENTER

PHONE/HOME

EMAIL

This Agreement is by and between the renter identified above ("Renter") and the Jeffersonville Board of Public Works and Safety on behalf of the Jeffersonville Department of Redevelopment "City" for use of the NoCo Arts Center ("NAC") venue for a private event according to the general terms and conditions set forth below and according to the specifications identified. The parties hereby agree as follows:

ABC LICENSE: When required the Renter agrees to obtain an ABC license through the Indiana Department of Alcoholic Beverage Control. For questions, call the Seymour, IN ABC branch at (812) 523-8314.

ART INSTALLATIONS: Renter acknowledges that the NoCo Arts Center is primarily a living arts and cultural space with regularly scheduled events and changing exhibits/displays of professional and student artists. Arrangements by Renter for event set-up, catering and music must be approved in advance by the NoCo Arts Center staff. All Artwork must remain intact during the Event. Renter agrees to be fully liable, and to indemnify the NoCo Arts Center (NAC), the Jeffersonville Board of Public Works and Safety, the Jeffersonville Department of Redevelopment and the City of Jeffersonville for any costs and damages resulting from Renter or Renter's agents moving artwork, with or without NoCo Arts Center staff approval, and for any costs for damage to artwork resulting from excessive sound, unauthorized access to space or other activities that have not received prior written approval of NoCo Arts Center.



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CANCELLATION: If cancellation occurs 60 days prior to the contracted event date, the full amount of the security deposit will be returned. If cancellation occurs between 30 to 59 days, half of the amount will be returned. If cancellation occurs between 15 to 29 days or less, renter forfeits security deposit.

CAPACITY: Renter is responsible for ensuring that attendance at the event in NoCo Arts Center does not exceed capacity limits so that the building is in compliance with barrier free design standards mandated by the ADA and local fire code ordinances. Reception limits set below are exclusive of rental equipment. To view each room on-line, visit: <https://www.jeffersonvilleart.com/noco-arts-center> To view complete list of rental rates set for 2020, view page 5 of this document.

The capacity limits for the NoCo Arts Center venue (each a "Venue") are as follows:

- Mixed Use Space (Orange Room) -> Standing: 120 Seated: 75**
- Mixed Use Space (Green Room 1) -> Standing: 35 Seated: 25**
- Mixed Use Space (Green Room 2) -> Standing: 35 Seated: 25**
- Conference Room Space - > Seated: 15 (UNABLE TO BE RENTED AT THIS TIME)
- Professional Development Space - > Seated 12 (UNABLE TO BE RENTED AT THIS TIME)
- Outdoor Market/Tented Space (UNABLE TO BE RENTED AT THIS TIME)

CERTIFICATE OF INSURANCE:

- Renter agrees to assume all responsibility for any injury to persons attending the event, or loss of their property. Renter also agrees to assume responsibility for damage to or theft of NoCo Arts Center property and artwork and property of the NoCo Arts Center resident artists by anyone attending the event to the extent that the negligence, recklessness, or willful conduct of the NoCo Arts Center staff does not directly cause any such occurrences.
- Prior to event, Renter must provide a certificate of insurance for bodily injury and property damage liability protection in a combined single limit amount of no less than \$1,000,000 with the Jeffersonville Board of Public Works and Safety, the Jeffersonville Department of Redevelopment the City of Jeffersonville "NoCo Arts Center " as additional insured under such policy for the duration of the event through the day following event.
- If chosen caterer does not have Liquor Liability, Renter is required to apply for Host Liquor Liability



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- NoCo Arts Center reserves the right to terminate this Agreement and retain the security deposit if Renter fails to provide a certificate of insurance documenting coverage at least 48 hours prior to the day of the event. In this instance, the NoCo Arts Center assumes no responsibility for costs incurred by Renter prior to or as a result of cancellation of the event.

Please note: The NoCo Arts Center, its staff, and the City of Jeffersonville are not responsible for any loss of property to Renter, Renter's agents, or event attendees.

CONDITIONS: (Renter must contact NAC staff of interest in renting space at least 3 weeks prior to event)

- Reservation of Venue will be confirmed when:
 1. a) In the case of individual renters, Renter has submitted proof of being 21 years of age or older.
 2. b) The NoCo Arts Center has agreed to the date, time, location, and number of guests;
 3. c) A signed copy of this agreement is returned to the NoCo Arts Center Staff; and,
 4. d) A refundable security deposit of \$250 is received by The NoCo Art Center. The deposit may not be used toward rental fee payment.
- The NoCo Arts Center has no obligation to hold the Venue for Renter unless and until all the elements of the reservation have been submitted and approved by The NoCo Arts Center.
- The security deposit will be returned within 30 days or when all accounts are settled, less any expenses incurred to restore the premises to its previous condition. The Renter is liable for an overtime fee charge or \$50/half hour, additional cleaning charges, and/or damages, incurred as a direct result of the event, in excess of the security deposit.

CONDUCT DURING EVENT:

If at any time during the event, the NoCo Arts Center staff person, in his or her sole discretion, determines that any activity or conduct by Renter, Renter's agents or attendees violates this Agreement or will cause harm to the NoCo Arts Center property, artwork, or property of the NoCo Arts Center resident artists, the NoCo Arts Center staff person may request that the conduct or activity cease or be modified. Renter agrees to comply with such request.

CLEAN UP: It is the full responsibility of the renter to remind the hired caterer or service staff to clean up the area. This includes mopping, sweeping of the rented space and kitchenette area. Trash from the event must also be removed at the completion of the event. The NoCo Arts Center can accommodate event trash in our alleyway loading dock (be it a reasonable amount). If event clean up delays our staff from performing building shut down procedures and extends over the contracted rental hour, an overtime charge of \$50/half hour will be deducted from the security deposit.



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DÉCOR: Here is a list of what is NOT permitted on or within the premise of the building:

- Sparklers/Pyrotechnics. In accordance with the City of Jeffersonville’s rules, no sparklers or pyrotechnics will be allowed inside or outside of the The NoCo Arts Center
- Confetti or Sticky adhesive décor that will be difficult to clean up
- Open flames
- Fog machines

PHOTOGRAPHS: The NoCo Arts Center shall have the right to make photographs at the event for the purpose of advertising the NoCo Arts Center. All rights to, and the use of these images shall belong to the NoCo Arts Center.

RENTAL TIME: 5 pm to 11 p.m. -Extension until midnight can be arranged at a rate of \$50 per half hour. Daytime rental times can be arranged on a ‘per renter’ basis and must be approved by the NoCo Arts Center staff person to ensure that the event does not conflict with other NoCo scheduled activities within the space needed.

RENTAL FEES: Fees must be paid in full—without deduction from the security deposit—7 days prior to the event when an invoice has been received by the client (renter) from the City. An invoice will be sent prior to the event date. Rental fees MUST be paid in full by check (see below for payment details).

In addition to use of the designated Venue in the NoCo Arts Center, the following amenities are included in the fee: Free Wi-Fi, access to a projector, access to tables and chairs, access to kitchenette as well as stage if needed.

- Per ABC Requirements Security is required for indoor events serving alcohol or events held in the outdoor market space.

RENTER’S SIGNATURE DATE

NoCo Arts Center Staff or City Representative’s

SIGNATURE

DATE

**Please make checks payable to: Jeffersonville Redevelopment
 Mail OR Deliver checks to: 500 Quartermaster Court, Suite 257**



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NAC FACILITY USE RENTAL FEES - 2020

<u>Area</u>	<u>SF</u>	Cost/Event	
		Non-Profit	For Profit
Mixed Use Space - Orange Room	3324	\$75.00	\$150.00
Mixed Use Space - Green Room 1	1000	\$40.00	\$80.00
Mixed Use Space - Green Room 2	1000	\$40.00	\$80.00
Conference Room	223	\$25.00	\$50.00
Outdoor Maker Market	64	N/A	\$30.00
Indoor Holiday Market	64	N/A	\$75.00