

Ongoing Rentals GUIDELINES & REGULATIONS

GENERAL

1. All Sherwood Center for the Arts facility rentals must be pre-approved by City of Sherwood staff. A Facility Use Contract will be issued upon review and approval of a submitted Ongoing Rental Application. Facility Use Contracts may be revoked at the discretion of the Sherwood Center for the Arts Manager, for violation of any of the following rules, regulations & payment policy. Some egregious violations may warrant immediate revocation.
2. The City of Sherwood and the Sherwood Center for the Arts may exclude specified date(s) from an ongoing rental with 30 days' notice, up to 4 times a year. The rental fees will be prorated accordingly.
3. An Ongoing Rental Application must be completed and signed by an adult, age 21 and over, who will attend, supervise, and be responsible for the entire rental period. Proof of residency or non-profit status is required at the time of application in order to receive the resident or non-profit rate.
4. Ongoing rentals are defined as rentals that are planned to or do occur on at least 5 non-consecutive days in a 6 month period.
5. The term of an ongoing rental contract will be an initial trial period of not more than 3 months, followed by 1 or more renewal period(s) of not more than 1 year each, which may be entered upon the written agreement of the Renter and the City. The contract may be renewed a maximum of 3 times, for a total contract term of up to 3 years and 3 months, after which time the application process will reopen to consider new applicants.
6. Ongoing rental Contracts are non-transferrable. Sub-letting of rented space is strictly prohibited.
7. Renters may not use the facility to engage in commercial activities, including but not limited to ventures to sell or offer for sale an article or good or perform or offer to perform any service for hire. Notwithstanding the foregoing, Renters may charge a fee for admission to an on-site event.
8. The Renter will enforce a policy of non-discrimination in any use of the facility, and will not use the facility for any purpose in violation of State or Federal Law.
9. Storage space is not provided for facility renters. The City is not responsible for any equipment or other items left in the facility prior to or after a rental occurrence.
10. Any intended use of outside vendors must be disclosed in the application and, if permitted, shall comply with insurance procedures as required by the City of Sherwood.
11. The posted occupancy of City facilities shall not be exceeded at any time.
12. Smoking is prohibited in all City facilities, including restrooms, and within 25 feet of all entrances.
13. Animals are not allowed in the facility except for on-duty service animals.
14. Exits must remain unobstructed at all times in order to provide safe egress in the event of a fire or emergency. Do not block staircases, ramps, doors, or any other designated areas of egress.

Renter's Initials Here

EVENT SUPERVISION

1. City staff will be assigned as building monitors for all facility rentals and shall have complete authority over the facility, equipment, participants, and activities that take place in the facility. City staff has the authority to request changes in activities or cessation of activities during the rental period.

2. The applicant's Primary Contact or Alternate Contact (as listed on Rental Application) must be present during the *entire* rental occurrence and must be available to review both a pre-rental and post-rental checklist with City staff.
3. There shall be at least one adult for every 20 minors, ages 17 years and under, who shall remain in the facility for the *duration of the activity*.
4. Minors must remain in the rented facility room and shall not be allowed to roam unattended.

Renter's Initials Here

EQUIPMENT, SET UP, AND DECORATIONS

1. Setup, breakdown, and cleaning must be done by the renter, and within the contracted rental occurrence.
2. The moving of any art, gallery installations, equipment, or non-rental furniture is strictly prohibited. Any violations may result in the forfeit of the rental deposit.
3. Due to the usage of the Main Hall, there may be set-pieces, equipment and/or decorations in place from another facility activity, during the time an Ongoing Rental is using the Main Hall. Unless arrangements are made with the owners of the set, the Renter is prohibited from touching or standing on the set. There is a strict "hands-off" policy for any equipment, props, costumes or other items not directly owned by the Renter.
4. Nails, staples, tacks, and strong adhesive tape may NOT be used on any surface in the facility. And no materials of any kind may be attached to the curtains on the stage, including pins, Velcro, clips, or anything of the sort. Any damage resulting from the use of these products will result in the Renter being charged to cover the damage.
5. No flammable materials, such as candles, are allowed in the facility.
6. No excessively messy products, such as silly string, bubbles, rice, or birdseed are to be used within the building or outside the facility.
7. Banners, or other signage may not be attached to the outside of the building. A-frame (sandwich board) signs are recommended. Promotional materials may not suggest or imply endorsement by the City. City staff reserves the right to request final approval of all promotional materials for events occurring in the facility to ensure compliance with all applicable rules and regulations.
8. The basic AV package is available for the Renter to use, and will be added to the cost of the rental if use is requested, following the City's current fee schedule. Fees will be charged for the use of additional equipment based on the City's current fee schedule, as well as additional AV technicians. A request for the addition of additional tech that will require an AV technician must be made no later than 14 days prior to the rental date(s) so as to enable adequate time for the scheduling of a technician.
9. City staff is not permitted to move any outside equipment or furnishings belonging to the Renter or associated with the rental.

Renter's Initials Here

FACILITY CLEAN UP

1. Setup, breakdown, and cleaning must be done within each rental occurrence. If facility use time exceeds the time stated on the contract, additional fees will be charged in one-hour increments.
2. Renter agrees to return all rented spaces to their initial condition by the end of each rental occurrence. A comprehensive cleaning checklist will be provided to the renter to ensure no areas

are overlooked. If the facility requires additional janitorial service after the rental, including vacuuming, mopping, or cleaning of furniture, Renter agrees to pay the cost of the additional services.

3. The City of Sherwood provides a limited number of trash receptacles per room. Renters are responsible for providing any additional garbage and recycling receptacles to accommodate the needs of their event. After their event, renters are responsible for moving all garbage and recycling to the outside dumpster.
4. Food, beverages, or any other items left in the facility after the rental period will be disposed of unless otherwise arranged with the facility manager.

Renter's Initials Here

USE OF ALCOHOL

1. The service or consumption of alcoholic beverages shall be in compliance with all applicable laws, including OLCC regulations. Any person or organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
2. Alcohol must be served by a licensed OLCC server.
3. Service and consumption of alcoholic beverages is restricted to the approved rented areas.
4. Alcohol may only be served and consumed by adults 21 years of age or older. If evidence is found that alcohol is being served without prior authorization by the City of Sherwood, or to a minor, the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.
5. The City shall require the Renter to carry general liability insurance of \$2,000,000, as further detailed below, when alcohol is available, but not sold, and name the City of Sherwood as an additional named insured. The City shall require a full liquor liability premium policy, in addition to general liability insurance of \$2,000,000 and naming of the City of Sherwood as an additional named insured, when alcohol is sold. The facility renter is responsible for the full cost of the required liability insurance and will be required to provide proof of coverage.

Renter's Initials Here

PAYMENTS, FEES AND DEPOSITS

1. Renter will be billed by the City of Sherwood on a monthly basis.
2. For Ongoing Rentals with a monthly fee of more than \$1,000, a refundable security deposit totaling the first monthly payment is due upfront, following the signing of the initial contract. For Ongoing Rentals with a monthly fee of less than \$1,000 a security deposit in the amount of \$200 will be required.

Renter's Initials Here

LIABILITY AND INSURANCE

1. Renter acknowledges responsibility for liability arising out of and/or in connection with the occupancy, maintenance, or use of all, or any part of, the rented facility and any and all activities relating to the Facility Use Contract, and shall defend, indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses arising from or in connection with any action, suit, demand, or claim resulting

or allegedly resulting from, attributable in whole or in part to, or in any way connected with Renter's and Renter's officers', agents', employees', associates', or guests' acts, omissions, activities, or services in the course of using the facility and/or performing said Contract. Renter's activities are deemed to include those of subcontractors. This section will survive the termination or revocation of the Contract, regardless of cause. The Renter shall obtain at its expense, and maintain for the term of the Facility Use Contract, occurrence form commercial general liability insurance, for the protection of Renter, and the City, its Councilors, officers, agents, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Renter's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing use of the facility, and thereafter upon request, Renter shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required.

I hereby knowingly and willingly assume any and all responsibility for, and assume the risk of any and all injury or damage to my person or my dependent child that might arise directly or indirectly as a result of participation in activities or use of the Sherwood Center for the Arts. I hereby expressly release, discharge, indemnify and save and hold harmless from any liability, causes of action including negligence, claims, and demands and damages of any kind, the City of Sherwood, and all employees and volunteers in their capacities as representatives of the City of Sherwood, its directors, officers and agents. It is my intention by signing this release that the same is binding not only on me, but my heirs, administrators, executors, successors, and assigns.

Renter's Initials Here

I have read, understand, and agree to all of the above facility rental rules and regulations in its entirety. I understand that non-compliance with these regulations may result in the cancellation of my facility rental and/or the forfeiture of all fees and deposits I have paid.

X _____ Date: _____
Renter's Signature

Printed Name: _____
Address: _____

Email: _____
Phone: _____