## CHEHALEM CULTURAL CENTER

PO Box 3190, Newberg, OR 97132 (503) 487-6883 www.chehalemculturalcenter.org info@chehalemculturalcenter.org



## **Rental Agreement**

Date(s) requested:		Estimated number of guests:
Time of rental (include your set-u	ıp and clean-up time): _	to
Name of event/group:		Requested Room(s):
Contact / Person Responsible na	me:	
Phone:		Alt. phone:
Mailing Address:		
Email:		
Please see attached grid of re	ntal rates.	
*Deposit must be made to see	cure date of rental.	
Office use:		
Room rental charge:	\$	Room(s):
Additional rental items total	\$	Chairs: # Tables: # Other:
After-hours staffing fee total	\$	
Total Rental Cost:	\$	
Due at contract signing		
1/2 of the total cost (above)	\$	
Cleaning/damage deposit	\$	
Deposit Total	\$	Paid date:
		Pymt mthd:
		Check #:
Balance of rental		
Due on :	\$	Paid date:
		Pymt mthd:
		Check#
Date and time of pre-event walk	-through:	

\* **Payment:** Upon completion of this agreement 50% of the total rental fee must be submitted with application plus the damage and cleaning deposit of \$100.00. The remaining balance is due no later than 30 days prior to the event date.

## The Chehalem Cultural Center Rental Agreement - Terms and Conditions

<u>Regular Building Hours</u>	
TUESDAY – SATURDAY:	9:00 am – 6:00 pm
SUNDAY & MONDAY:	CLOSED
Regular Ballroom Hours	
Regular Balloonn Hours	
MONDAY – THURSDAY	9:00 am – 6:00 pm
	9:00 am – 6:00 pm 9:00 am – 12:00 am
MONDAY – THURSDAY	•

- **1. Scheduling:** All events must be pre-approved and scheduled through the office of the Chehalem Cultural Center (CCC).
- 2. After-hours rental policy: If a CCC staff-member is required to monitor events. For any rental outside of regular hours (as listed above) a \$20 per hour staffing fee may be added to the total rental cost.
- **3.** Event promotional materials: All promotional materials such as posters, newspaper ads, and other printed materials that mention the Chehalem Cultural Center must incorporate our entire logo. The Cultural Center can request final approval of all promotional materials for events occurring in our facility.
- **4. Parking:** Events that expect more than 200 attendees or more than 100 cars must include the Newberg Cultural District Event Parking Map in the invitation. This map is available in jpg or pdf.
- 5. Event setup and breakdown: Setup and breakdown time for events must be done within the contracted rental period. This includes basic cleaning. If facility use time exceeds the rental period stated on the contract, standard rates apply. Additional charges will be deducted from renter's deposit or, if additional charges exceed deposited amount, renter agrees to allow CCC to charge these fees to renter's credit card on file. A receipt will be sent to the renter's address on file. Overage charges will be assessed in one-hour blocks.
- 6. **Cleaning:** Renter agrees at the end of the rental period to return all rented spaces to their initial condition (i.e., **Leave the room like you found it**). Basic cleaning of rooms after an event is the responsibility of the renter and must be done during the contracted rental period. When renting tables and chairs, it is the responsibility of the renter to clean and put all furniture back in its designated place prior to the end of the contracted rental time. All comprehensive cleaning checklist will be provided to the renter. If the facility requires additional janitorial service after the rental, including but not limited to returning furniture to its place, vacuuming, mopping, cleaning of furniture, or garbage pick-up, renter agrees to pay the cost of cleaning. Additional charges will be deducted from renter's deposit or, if additional charges exceed deposited amount, renter agrees to allow CCC to charge these fees to renter's credit card on file. Cleaning will be done by a third party professional contractor and a receipt will be sent to the renter's address on file.
- 7. Damage: Any damage to CCC property will be the responsibility of the renter. The cost to repair any

damage to CCC property will be deducted from deposit or, if additional charges exceed deposited amount, renter agrees to allow CCC to charge the cost of repair to renter's credit card on file. Repair, replacement, or remediation will be done by a third party professional contractor and a receipt will be sent to the renter's address on file.

- 8. **Damage and Cleaning Deposit:** A refundable damage and cleaning deposit of \$100 will be charged for all events. All or a portion of this deposit may be forfeited if facility use time exceeds contracted rental period, if the facility is not adequately cleaned by end of rental period, of if any damage is done to CCC property.
- 9. Garbage and Recycling: The CCC provides limited garbage receptacles per room. Renters are responsible for providing any additional garbage and recycling receptacles to accommodate the needs of their event. Renters will be responsible for removing all garbage and recycling from CCC facility and grounds after the event is over. If any garbage is left, a garbage removal fee of \$15 per bag/container will be deducted from deposit or, if deposit amount has been exceeded, charged to renter's credit card on file and an itemized receipt will be sent to renter's address on file.
- 10. **Smoking:** The CCC is a non-smoking facility. Smoking anywhere on the grounds, within the parking lot, or facility is strictly prohibited. If a renter or guests(s) are found to be smoking on any grounds or in the facility, the renter will forfeit the entire deposit.
- 11. Decorations: The Cultural Center recognizes the need of renters to personalize the rental space. However, nails, staples, tacks, or strong adhesive tape may NOT be used on any surface, and any damage resulting from decorations will be the responsibility of the renter. No flammable materials such as straw bales, trees, or candles are allowed. No excessively messy products like silly string, bubbles, rice, or birdseed are to be used within the building or outside grounds. All decorations must be removed from the Center upon completion of your contracted rental time. Banners or other large signage may not be attached to the inside or outside of the building. If a banner is needed outside of the Center, the renter shall provide a reader board and place it so as not to hinder traffic along the sidewalk, street, or entrances. A-frame ("sandwich board") sign frames are available for rent from the Center, and the Center can provide renter with contact info for a company who can create inexpensive custom signage for the frame. Never move, alter, or decorate any of the art inside or outside the Center.
- 12. Animals: Only certified, on-duty service animals are allowed in the building.
- 13. Food & Catering: The CCC can provide a list of recommended local catering services. If any food items are served, it is the responsibility of the renter to meet all health codes and licensing requirements and renters take full responsibility as 'host' of the event. Renters agree to indemnify the Chehalem Cultural Center and hold the Chehalem Cultural Center harmless from any and all liability arising from the serving or sale of food items on the premises. All ice must be removed from the site or disposed in a sink, not discarded outside the Center.
- 14. **Alcohol:** For any event serving alcohol, renter (or renter's food or alcohol service provider) must provide liability insurance. If renter has a general liability policy, renter must provide CCC a certificate naming CCC additional insured. If renter does not have a general liability policy, event insurance can be purchased in a variety of relatively simple and inexpensive ways, and a certificate naming CCC additional insured prior to event. Renters take full legal responsibility as 'host' of the

event and agree to comply with all federal, state, and local laws. Renters agree to indemnify the Chehalem Cultural Center and hold the Chehalem Cultural Center harmless from any and all liability arising from the serving or sale of alcohol on the premises.

- 15. **Exit Obstructions:** Exits shall not be obstructed in any manner and must remain free of any materials or matter where its presence would obstruct or render the exit hazardous. Do not block staircases, ramps, doors, or designated areas of egress so that they cannot be used in the event of a fire or emergency. All exterior windows are to remain closed during the entire rental.
- 16. Liability: The renter agrees to assume all liability for losses, expenses, damages, demands, or claims in connection with or arising out of any injury or damage sustained or alleged to have been sustained by any person, corporation, firm or company, or any damage or alleged damage to property in connection with the occupancy, maintenance, or use of all or any part of said premises by the agent, officers, employees, associates, friends, or acquaintances of the organization, entity, or individual leasing this facility. Renters shall indemnify and hold harmless the Chehalem Cultural Center, including agents, employees, and volunteers from any and all such losses, expenses, damages, demands, and claims; shall defend any suits or actions brought against any of them, based on any such alleged injury or damage; and shall pay all damages, costs, and demands, including attorney fees in connection therewith, or resulting there from.
- 17. **Rental Cancellation Policy:** Cancellation of space rental by the renting party prior to three (3) months before the rental date shall receive a full refund of rental fees paid. Cancellation of room rental by renting party within three (3) months of the rental date will forfeit ALL monies collected.
- 18. Payment: Upon completion of this agreement 50% of the total rental fee must be submitted with application plus the damage and cleaning deposit of \$100.00. The remaining balance is due no later than 30 days prior to the event date.
- 19. Commercial Use: The fee for any type of commercial use of any Chehalem Cultural Center space will be assessed at 20% of the gross income the Renter earns during, from, or related to the space use <u>OR</u> at the full regular rental rate, whichever is greater. Renter agrees to allow CCC staff to review renter's bookkeeping of business conducted during rental period. If greater than full rental cost, Renter must remit 20% of gross income earned from the rental to CCC within seven (7) days of rental. Outside feebased classes may be allowed as a 'rental.' A separate contract for 'commercial use' will be drafted on a case-by-case basis. 'Commercial use' does not apply to non-profit fundraising.
- 20. Sale of 'Goods, Food, or Alcohol': In the event that any goods, food, or alcohol are sold, CCC will obtain a percentage of all final sales. A separate contract for the sale of 'goods' will be drafted on a case-by-case basis.
- 21. Moving any art, gallery installations, equipment or non-rental furniture is prohibited. Any violations may result in forfeiting your rental deposit. The exhibit that is in the gallery at the signing of this document *most likely will not* be what is installed in the gallery during your event. Reasonable accommodations will be made with the needs of the event in mind. However, moving or altering exhibit installations may be impossible. If moveable walls or installations must be moved for the event, it is the renter's responsibility to communicate needs and make arrangements accordingly with CCC staff at least two weeks before the event. Please request a pre-event walk-through by calling 503-487-6883.

- 22. All items will be removed from the premises by the end of the rental period. It is the renter's responsibility to arrange for cleanup and pickup of all non-CCC equipment, decorations, linens, catering items, furniture, and other items. Any special arrangements for pick-up of materials need to be communicated to CCC staff at least two weeks before the event. If items are still present after the above date and time, renter agrees those items will become property of the Chehalem Cultural Center.
- 23. No vehicles are allowed on the Cultural District Forecourt for any reason or for any length of time. The pavers are not rated for the weight of a vehicle. Any loading or unloading may be done from Sheridan Street or from the rear parking lot.

I have read, understand and agree to all of the above rental charges, guidelines and restrictions.

Authorized Representative:	Renter's Representative:	
X	x	
(Chehalem Cultural Center rep. signature)	(Renter's rep. signature)	
	Name:	
Chehalem Cultural Center	Address:	
415 East Sheridan, Newberg, OR 97132		
(503) 487-6883	Email:	
	Date:	
office@chehalemculturalcenter.org		
	Phone:	
www.chehalemculturalcenter.org		
	Alt. Phone:	