

Academy of Creative Arts Facility Rental Agreement (2023)

This Facility Rental Agreement – made and entered into as of the date last set forth below, by and between Academy of Creative Arts LLC (ACA), and _____ (renter(s)).

Name _____ Rental Date _____
Address _____ Phone _____
_____ Email _____
Type of Function _____ # of Guests _____
Start Time _____ Finish Time _____

Terms & Conditions

No Smoking in the Building – Strictly Enforced - \$1000 fine - COVID-19 GUIDELINES TO BE STRICTLY FOLLOWED

1. **Deposit** - \$750.00 due upon signing the contract. Deposit fee will be returned if there is no breakage, damage, or loss to the building contents, or additional expenses incurred due to the event. If breakage, damage, loss, or additional expenses incurred exceeds \$250.00 the undersigned agrees to reimburse ACA for the excess within ten (10) days. Minimum 15 day notice is required for cancellation, or the deposit becomes non-refundable. **Cleaning Fees (Mandatory)** - 1 room - \$150, 2 rooms / Medium - \$250, Large Hall - \$350.
2. **Rental Charge** - Hourly rate by room (based on the number of room(s) being used). The rental fee must be paid no later than fifteen (15) days prior to the scheduled event, and is not refundable. The charge for additional hours (if any) is due the day of the event. If the renter or any of their guests use areas other than the rented space, renter will be responsible for rental fees for those additional areas/spaces.
3. **Set Up & Clean Up** – Renter is responsible for the set-up of chairs and tables for their event. In the event the renter uses ACA furniture and equipment, the renter is responsible for putting the furniture and equipment back to the way things were set-up before. Additional charges may apply if things are not set-up or cleaned up after the event. All garbage must be disposed of by the renter.
4. **Decorations** – Renters are allowed light decorations like balloons etc. Absolutely no decorations are permitted on ceilings & walls. Renter would be responsible for any damage to the walls and paint caused by the décor and costs to fix would be renters responsibility.
5. **Catering**
 - a. **Preferred Catering Vendors** – Catering vendors on ACAs list have agreed to terms and conditions of protecting and preserving the site. If the renter is using a catering company not on our preferred list, and does not agree to sign the “vendor policy” an additional refundable cleaning/damage deposit of \$200.00 will be required by the renter. The \$200.00 cleaning/damage deposit will be refunded within two weeks if the Hall passes inspection at the end of the event and is cleared by ACA representative (s).
 - b. In the event you hire an outside caterer, the caterer must submit to ACA a certificate of insurance and current health certificate at least fifteen (15) days prior to the event. Caterers or renters must furnish their own tablecloths, dishes, silverware, cooking utensils, etc. Caterer / renter is responsible for food and related clean up. ACA has a preferred list of caterers & if working with ACA preferred caterers the renter would not be required to provide additional documentation.
 - c. Catering Companies are not allowed to cook onsite or outside on the lawn/parking area.
 - d. All Catering companies must be self-contained with hot boxes or have the ability to prepare and cook meals within self-contained kitchen/trailers
 - e. The use of propane heaters inside the building or outside on the deck and on the lawn is prohibited
 - f. Fire extinguishers are placed by the main door, upstairs and back door. All vendors are required to have knowledge of use. If your vendor is not on our “preferred vendor list” please have them contact our office
6. **Liquor, wine and beer*** – ACA is not licensed to sell alcohol and alcohol is not allowed in ACA facilities. However, ACA can help secure one day permit & licensed bartenders for the event (*additional fees apply for bar and related services)

7. **Use of Property** – Rental of the site includes the use of only the area(s) rented and restrooms.
 - a. No events may take place or are allowed to be set up in the area(s) not rented or outside in the parking lot.
 - b. Use of the property is available from 9:00 am to 11:00 pm. All festivities including amplified music must conclude no later than 11:00 pm.
 - c. The capacity of the building is 190 persons maximum; Children under the age of 16 are not permitted on the second floor balcony unless accompanied by an adult.
 - d. In accordance with the State Fire Marshall restriction, the Upstairs balcony capacity is not to exceed 40 persons. Amounts exceeding the maximum person count are prohibited.
 - e. Due to fire and safety codes and limitations set by regulations, the above rules are strictly enforced and may be subject to change.
 - f. **Pets** – No pets of any kind are allowed in the buildings. Service dogs are excluded. All service animals inside the building must be wearing their official service vest at all times.
 - g. **Open Flame** – No cooking is allowed on the premises. Buffet lines are allowed.
8. **Deliveries and Pickup** – Unless the client is using ACA approved rental vendors, all rental items and vendor equipment must be removed at the end of the event.
9. **Noise Level** – Amplified music must be maintained at a reasonable volume and is only allowed inside the building. ACA staff are authorized to lower sound provided by Band or DJ if deemed too loud. By ordinance all music must stop by 11:00 pm.
10. **Cleaning Procedures** – Cleaning up after each event is critical to ensuring ACA facilities are ready for classes and activities on the next day
 - a. Vendors/Renters may NOT use sinks to dispose of any food or liquids or oils. There are no garbage disposals. The facility's refrigerator and microwave may not be used.
 - b. All garbage must be removed from property. Garbage containers are available and located outside the building
 - c. *Caterers* (or renters if non ACA approved catering) are required to wipe down / mop up all areas where food had been present
11. It is understood and agreed that should your group fail to adhere to all rules, policies and conform to the proper use of the building, ACA (and ACA staff), at its discretion, terminate this agreement and require the renting parties to vacate the building (during the event if necessary), forfeiting any and all fees and monies.
12. ACA is not held liable for event(s) not being held due to uncontrollable circumstances or acts of God.
13. Renter hereby agrees to NOT break any laws as it pertains to the State of Massachusetts and Town of Burlington.
14. Renter shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") ACA and its directors, officers, employees, agents, stockholders and Affiliates (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty of Company contained in this Agreement, (2) any breach or violation of any covenant or other obligation or duty of Company under this Agreement or under applicable law, in each case whether or not caused by the negligence of ACA or any other Indemnified Party and whether or not the relevant Claim has merit.
15. **Closing Times** - The facility will close latest by 11 P.M. and the alarms will be activated 11:30 P.M.

I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the event does not comply with this agreement or the policies the event may be immediately terminated by ACA, in its sole discretion, and/or all deposits made retained by ACA. I understand and agree that, in addition, I/we will be responsible and liable to ACA for any costs exceeding the amount of the retained deposit.

I/WE WILL FOLLOW GUIDELINES FOR COVID-19 AS DICTATED BY TOWN OF BURLINGTON, CDC & STATE OF MASSACHUSETTS.

X _____

Date _____