

ARTS CENTER ON 7 MINNETONKA POLICIES

Technical Staff/Labor Section:

Lighting and sound technicians are available to assist with your event. One member of the ACM staff will be on hand for the duration of your event and is included in the rental fee. This individual will assist with setting up and turning on the single hand-held wireless microphone and turning on the general stage lighting plot. Any further technical needs (light cues, sound cues, additional microphones, special lighting needs) will require additional technical staff. Additional staff is available at a rate of \$30 per hour per technician with a four-hour minimum. Specific lighting and sound needs should be discussed with the ACM staff and their cost will be determined on a case-by-case basis. We have a large and flexible lighting and sound system - special requests can be met.

SECURITY

Depending on your event outside security services may be required as a condition of use. The ACM staff will make these arrangements and charges for this service will be reflected on your invoice. Generally, these are off duty Minnetonka police officers.

DAMAGE

ACM reserves the right to require a damage deposit prior to use. If damages occur, the user individual/organization agrees to reimburse ACM immediately upon completion of necessary repairs or replacement. This includes any and all damages/theft to the building, grounds, equipment, furnishings, etc. If no damages occur, the damage deposit will be returned within 30 days or the event.

Nothing can be screwed or nailed into any performance floor without written approval of the ArtsCenter director or assistant. Duct Tape is not permitted. Theatrical spike and gaff tape are available from the coordinator. If tape is used to spike or secure anything to the floor at must be removed and any remaining residue removed using a solvent approved by and available from the ACM. Removal of tape or residue by the ACM staff will be billed at \$25 per hour.

INSURANCE

The user is required to sign the waiver of liability on the rental agreement and to provide a certificate of insurance naming the Minnetonka School District (ISD 276) and the City of Minnetonka as the additional insured's for the period of use. This must correspond to your entire rental period. The coordinator must receive this certificate at least 2 weeks prior to scheduled use. Commercial general liability insurance coverage must include:

- Minimum of \$500,000 per occurrence combined single limit bodily injury
- Minimum of \$500,000 broad form property liability endorsement

ARTS CENTER ON 7 NAME ID

Renters agree to use the *Arts Center on 7* name to identify the building on all press/posters and advertising.

CANCELLATION

The user may cancel the rental agreement 61 days from the performance or earlier. With 60 or fewer days' notice, the rental deposit will be retained by ACM.

ALCOHOL & TOBACCO POLICY

No tobacco products or alcoholic beverages are permitted in the facility or on the grounds.

FOOD & CATERING POLICY

Food preparation is not permitted in any portion of ACM. Food prepared off-site by a licensed caterer can be served in designated areas only. This is subject to food service regulations of the City of Minnetonka. Use of the Minnetonka High School kitchen can be arranged by calling 952.401.5048. If you have indicated that food service is needed a district food service catering menu is included. Popcorn and red punch/juice are not permitted. Absolutely no food or beverages are allowed in the rehearsal or performance spaces. Bottled water for performers and staff is permitted. Clean up or repair of damage resulting from food or beverages (including chewing gum) will be billed to the user. No glass containers are permitted.

STORAGE

ACM cannot provide storage space. Load-in of user's property is generally limited to the 3-hour period immediately prior to the time specified on the permit. Earlier load-in may be able to be arranged with the coordinator if such load-in will not inconvenience another user. All property must be removed from the building at the end of the rental period.

Clean Up

The user is required to return areas to the condition in which they were found at the beginning of the rental period. This means tidy and in reasonable clean condition. The user is required to put all programs and other debris from performance and rehearsal spaces, scene shop and dressing rooms in the receptacles provided before vacating the spaces at the end of the rental period. If areas require more than basic cleaning by the ACM staff/custodians the time will be billed to the user.

Signing this Agreement

By signing this agreement, you and your organization acknowledge your acceptance of all ISD #276 district policy, rules and regulations while using school facilities. Copies of these policies are available in the school districts Human Resources Office. The school district and the City of Minnetonka, or their designees, reserve the right to reject any or all potential renter applicants.

RENTAL AGREEMENT

I have read and understand the ACO7 policies. I agree to abide by all policies and will require all participants of this activity to abide by them. I will be personally in attendance or advise ACO7 management of the supervisor’s name during the rental period and/or while participants are in the building. All supervisory staff whether paid or volunteer have been made aware of the ACO7 policies. By signing this agreement, you and your organization acknowledge your acceptance of all ISD #276 district policy, rules and regulations while using school facilities. Copies of these policies are available in the school districts Human Resources Office. The school district and the City of Minnetonka, or their designees, reserve the right to reject any or all potential renter applicants.

Event/Activity Supervisor

Signature

Name Printed

Date

HOLD HARMLESS AGREEMENT

All groups using ArtsCenter Minnetonka (ACM) facilities must assume full responsibility for personal injury to any participant and/or spectator and any damage done to the facility or equipment. I understand that the use of the ACM is undertaken at my/our own risk and that the City of Minnetonka, Minnetonka School District (ISD 276), ArtsCenter Minnetonka, the coordinator and other employees or subcontractors of ACM will not be held liable for any claims, injuries, damages of whatever nature sustained by me, members of the organization or guests/audience members of the event due to the negligence of a member of the organization, guests/audience members or third parties. I agree that any accident requiring medical attention occurring while using ACM facilities must be reported to the site supervisor on duty within 30 minutes of the accident. I agree to defend, indemnify and hold harmless ACM, City of Minnetonka, and Minnetonka School District from any claims, injuries or damages of whatever nature including loss or damage to personal property or equipment belonging to individuals or the organization arising out of or connected with my use of ACM. I agree to reimburse ACM for any damage, breakage, maintenance and/or theft of equipment.

Event/Activity Supervisor

Signature

Name Printed

Date

Rental Agreement Approved

ACO7 Minnetonka Coordinator

Arts Center on 7 Food Waiver:

It is understood that ACO7 user plans to serve food in the center. The user agrees if damages occur, the user individual/organization will reimburse ACM immediately upon completion of necessary repairs or replacement. This includes any and all damages to the building carpet, grounds, equipment, furnishings, etc. If no damages occur, and user cleans up, removes excess trash, and cleans any spills, no extra charges will be billed.

I understand the above statement and agree to cover any custodial or carpet/upholstery replacement costs that may occur while my user group serves food in the Art Center.

(Signature)

(Date)

Fax to : 952.401.5959
ATTN: Trent Boyum