

Facility Rental Agreement

The Cornerstone Center for the Arts, hereinafter referred to as CCA, agrees to lease space in the Cornerstone Center for the Arts, 520 East Main Street, Muncie, IN, to the person or organization listed below as "Lessee":

Lessee: _____

Contact Person: _____

Billing Address: _____

Phone: _____ Fax: _____

Event Information

Event Title: _____

Event Date: _____ Estimated Attendance: _____

Time In: To Be Determined Time out: To Be Determined

Start time: To Be Determined End time: To Be Determined (4 Hr Time Frame)

Decorating Start time: To Be Determined End time: To Be Determined (2 Hr Time Frame)

Fees and Payment

(Fees for events booked more than 12 months in advance are subject to change to reflect fees current at time of event)

Check spaces to be used during rental:

<i>First</i>	<input type="checkbox"/> Colonnade Room Banquet Hall <input type="checkbox"/> Edmund Burke Ball Auditorium <input type="checkbox"/> Mezzanine Board Room
<i>Second</i>	<input type="checkbox"/> Art Room <input type="checkbox"/> Great Room <input type="checkbox"/> Lobby Area <input type="checkbox"/> Mail/Conf. Rm. <input type="checkbox"/> Music Room <input type="checkbox"/> Theatre Room
<i>Second Mezzanine</i>	<input type="checkbox"/> Ballet Studio <input type="checkbox"/> Lobby <input type="checkbox"/> McDonald's Rm. <input type="checkbox"/> Music Studio #1 <input type="checkbox"/> Music Studio #2 <input type="checkbox"/> Music Studio #3 <input type="checkbox"/> Piano Lab <input type="checkbox"/> Mezz. Studio <input type="checkbox"/> Weaver's Studio

Room Rental Fee:

Discount: _____



Subtotal: _____

Damage Deposit: _____

Total Fees: \$.00

Due with Signed Agreement: \$.00

Due on _____ : \$.00

For your convenience, we accept:   No. _____ Exp. _____ Signature: _____
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SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AGREED TO AND ACCEPTED BY:

For Lessee:

For Cornerstone Center for the Arts:

Signature: _____

Signature: _____

By (print name): _____

By: Brett A. Ellison

Title: _____

Title: Director of Rentals & Events

Date: _____

Date: _____

(A final statement will be sent to you upon conclusion of your event including, but not limited to linens, rentals, additional staff, and all applicable service fees. _____ (Initials) (Fee schedule on final page of contract)

(Tax Exempt organizations must fill out attached exemption form. Additional Terms and Conditions are on following pages.)

Indiana Department of Revenue General Sales Tax Exemption Certificate

This form is not to be used as an Agricultural or Utility Exemption Certificate. Company Exemption Certificates are not valid for personal purchases.

Name _____ TID# _____
 Address _____ Date _____
 City _____ State _____ Zip Code _____

- Blanket Single Purchase Description of Articles _____
- Sale to Retailer, Wholesaler or Manufacturer for Resale Only
- Sale of Manufacturing Machinery, Tools and Equipment to be Used Directly in Direct Production
- Sales to Not-for-Profit Organizations, Claiming Exempt Purchases Pursuant to Sales Tax Information Bulletin #10

Note: Many purchases by Not-for-Profit Organizations are subject to Sales Tax; therefore, purchasers are cautioned to read Sales Tax Information Bulletin #10 before signing this certificate.

- Sales to Governmental Units
- Other (Explain) _____

I hereby certify under the penalties of perjury, that the property that is to be purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act.

Signature _____ Title _____

Terms and Conditions:

DEPOSITS - A non-refundable rental deposit and a refundable damage deposit are due upon the signing of this agreement. The amount of said deposits is set forth on the first page of this agreement and shall be credited to the fee payable hereunder. The remaining balance is due no less than 30 days prior to the rental date. Payment made by check should be made payable to Cornerstone Center for the Arts. In the event of cancellation, the following schedule applies: Prior to 90 days full refund; 90-30 days Damage Deposit refunded; 30 days or less No Refund of Any Kind is returned. No Exceptions to this schedule will be made.

PAYMENT - In the event that any money owed under this agreement is not received when due and other arrangements have not been made, in writing, this agreement may be declared null and void, at the option of CCA, and CCA shall have no further obligations under this agreement. CCA may retain any deposit paid as liquidated damages. Returned checks are subject to a fee of \$25.00 plus all bank charges.

CERTIFICATE OF INSURANCE REQUIREMENT - Lessee shall at its own expense obtain and maintain at all times during the terms of this agreement Comprehensive General Liability Insurance (including, without limitation, coverage to protect against any and all injury to persons or property, including without limitation in connection with the installation and operation of equipment and instruments by Lessee, its employees, contractor and agents) written by an insurance carrier acceptable to CCA. Individuals hosting "invitation only" events shall provide coverage of no less than \$300,000; all others shall provide coverage of no less than \$1,000,000. **Lessee will provide a certificate of this Insurance with the Cornerstone Center for the Arts named as the certificate holder and named as an additional insured, and mailed to 520 E Main St, Muncie Indiana 47305.** Any lessee whose event has a cash bar shall provide coverage no less than \$500,000; if event has a full host bar lessee shall provide coverage of no less than \$1,000,000. *Copies must be received at least 30 days prior to the rental date. If proof of insurance is not received, CCA shall have the right to terminate this agreement and retain any advanced deposit.*

In addition, Lessee agrees to carry and maintain Workmen's Compensation and Occupational Disease insurance covering Lessee's employees throughout the term of this agreement.

PERSONNEL - CCA will provide one on-site manager. CCA will provide, at Lessee's expense, all other personnel required to prepare and operate the facility for the event(s) at the cost outlined by the CCA in its rental rates. Such personnel may include but is not limited to any ushers, ticket takers, ticket sellers, gallery attendants, parking

attendants, police, lighting operators, sound system operators, or stage hands. If Lessee requests additional CCA personnel, arrangements for scheduling such personnel must be made at the time of this agreement and approved by the CCA Director of Rentals & Events. CCA personnel fees will be outlined and included in the rental rate and are due as part of this agreement. Personnel of the Lessee will be under the supervision of the CCA manager on duty.

SCHEDULING REQUIREMENTS - Stage requirements and event details must be worked out and approved by the CCA Director of Events or designated staff. **No changes can be made within 48 hours of the scheduled event.** If Lessee desires to modify their facility usage schedule, the schedule must be submitted in writing to and approved by the CCA Director of Events so as to ensure the proper staffing and billing at the end of the usage period.

A program open to the general public involving more than one performance on the same date must be scheduled and operated in such a manner that an interval of not less than 30 minutes occurs between the end of one performance and the starting of the next one.

CONDUCT/SAFETY - The Lessee is responsible for the conduct of its representatives and members while in the Cornerstone Center for the Arts which includes, but is not limited to, the responsibility for the care of the facility and concern for the patrons. Safety regulations shall be in accordance with local, state and federal regulations and shall be enforced by CCA staff.

ACCESS - CCA and its staff shall have complete and total access at all times and in all areas of the facility during the term of this agreement.

RESPONSIBILITY FOR THE PROPERTY OF LESSEE - CCA assumes no responsibility whatsoever for any property brought on the premises by the Lessee, and CCA hereby expressly is relieved and discharged from any and all liability for any use of said property and any loss, damage or destruction of property that may be sustained by the Lessee.

TICKETS/SEATING - All advanced ticket sales must be provided by the Cornerstone Center for the Arts Box Office. A \$1.00 per ticket commission is charged and should be included in the ticket price. Sales will begin at least one week before the show. The Lessee is responsible for collection of the tickets and providing ushers. The Lessee agrees that no more than 1,150 people be allowed in the auditorium at any one time. No additional seating may be placed in the auditorium, hallways, aisles or any other portion of the Center open to the public. No standing room may be utilized and no one will be permitted to sit in the aisles or share seats. Solicitation for money from the stage or other locations is prohibited. **CCA management shall approve the copy for all tickets, programs, and advertising for all events held at Cornerstone Center for the Arts.**

PROMOTIONAL MATERIALS - Any promotional materials used in the foyers and other areas of the Cornerstone Center for the Arts must be directly related to program held in the Auditorium and must be approved in advance by CCA management.

The following sentence must be included in publicity posters, handbills, programs and the like created by the Lessee:
“Rental presentations are not affiliated with regular Cornerstone Center for the Arts programming.”

CCA reserves the right to distribute promotional material throughout the Cornerstone Center for the Arts concerning its own programs.

Whenever possible (dependent upon other events occurring at the Cornerstone Center for the Arts) CCA will place notice of the Lessee's event on the exterior sign 5 days prior to the event.

The Lessee may not publicly promote its event until CCA has receipt of a fully executed agreement.

INSTALLATION/DISPLAYS - The use of tape or other adhesives, nails, tacks, screws or similar articles on walls, floors or plaster surfaces is not allowed. All decorations shall be installed without defacing the building and shall be subject to the supervision and approval of CCA management. Displays in the lobby must be located as not to interfere with crowd movement or artwork on display. Any unauthorized advertising materials will be removed.

SCENERY - Arrangements for constructing or painting scenery on the premises, or for setting up scenery or equipment on the stage, must be made in advance with CCA staff.

EQUIPMENT USE - Lighting and/or sound equipment may not be placed in front of the stage curtain or attached in any manner to any part of the auditorium unless specifically approved in advance by CCA management.

The use, maintenance and operation of CCA equipment, including lighting system, sound system and machinery is restricted to authorized personnel under the direction of the CCA Director of Events. The Director of Events is responsible for all backstage activity. Any equipment brought in by the Lessee must have prior approval by CCA management. There will be no storage of equipment or materials before or after the event.

DAMAGES - Any damage to the Cornerstone Center for the Arts and/or its equipment caused by the Lessee, its agents, employees or contractors will be charged to the Lessee who will be responsible for the payment of the cost of any necessary repairs, or replacement, as determined by the CCA Director of Events or designated staff. Payment for damages in excess of the damage deposit will be made upon demand. Keeping the facility clean and in good condition helps maintain lower rental costs.

SALE OF MATERIALS - There shall be no sale of materials or transactions involving contracts for sale of materials in the Cornerstone Center for the Arts without the prior approval of the CCA Director of Events. If approval is granted, twenty percent (20%) of such sales (gross) shall be paid to the Cornerstone Center for the Arts. The collection of Indiana Sales Tax is the responsibility of the Lessee. Sales shall be conducted in the lobby or Colonnade Room Banquet Hall only.

REFRESHMENTS (Applies to Auditorium ONLY) - All food and refreshments must be dispensed and consumed only in those areas designated for this purpose. At no time shall food or refreshments be carried in the auditorium proper or served or consumed backstage except as required by script. All sales of food and/or beverages are subject to approval by the CCA Director of Rentals & Events. Ten percent (10%) of gross sales shall be paid to the CCA. The collection of Indiana Sales tax is the responsibility of the Lessee.

CAMERAS AND RECORDING EQUIPMENT - Movie cameras, photographic equipment and electronic recording equipment shall not be permitted in the auditorium of the Cornerstone Center for the Arts before or during any performance except by agreement with the artist and/or the CCA Director of Events. Any written agreements between the Lessee and outside production companies must be submitted to and approved in advance by the CCA staff. A copy will be attached and made part of this agreement. Sales of video and DVD recordings may be subject to CCA concession fees.

The Cornerstone Center for the Arts shall at all times remain tobacco-free. Violation of prohibition may result in a fine of up to 50% of rental fee as liquidated damages and denial of future rental privileges.

VACATING PREMISES - Lessee shall vacate the premises by the time and date set forth in this agreement. Lessee shall leave the premises clean, clear of debris and trash and in good repair. If premises are not cleaned and cleared to CCA's satisfaction, CCA may: (a) clean and clear the premises and remove all debris, trash, personal property and rental supplies and equipment; and (b) charge Lessee for the cost of cleaning and clearing the premises. The cost of any such cleanup will be required on demand. It is understood and agreed that should the performance of any of the provisions of this agreement by CCA or Lessee be prevented by an act of God, the act or regulation of public or military authority, civil tumult, war, epidemic, fire, earthquake, riot or any other cause beyond their control, then CCA or Lessee shall be respectively relieved of their obligations under this agreement. If CCA, or its designated staff, in their sole discretion, determines that this agreement was cancelled for one of the reasons listed above, Lessee's deposit shall be refunded in full. If Lessee should cancel this engagement for any reason not listed above, CCA shall retain the deposit paid by Lessee as liquidated damages.

CCA may cancel this agreement if Lessee misrepresents the purpose(s) for which the Cornerstone Center for the Arts is to be used or the nature of the event or program. In such circumstances, CCA shall have no liability to Lessee, and Lessee shall pay on demand all damages incurred by CCA including costs and attorney's fees. CCA reserves the right to retain the deposit paid by Lessee as liquidated damages.

INDEMNIFICATION - Lessee agrees to conduct its activities at the Cornerstone Center for the Arts so as not to endanger any person or property thereon. Lessee shall indemnify and save harmless CCA and its agents and employees against any and all claims, actions, demands, expenses and judgments for loss, damage or injury to property or persons as a result of Lessee's or its patron's acts upon or use of the Cornerstone Center for the Arts.

COMPLIANCE WITH THE LAW - Lessee shall abide by and comply with all applicable laws, rules, ordinances and regulations of the United States of America, the State of Indiana, the County of Delaware and the City of Muncie, and any board, agency or bureau thereof. Parties agree that there shall be no segregation or discrimination practiced in the Cornerstone Center for the Arts because of race, color, sex or creed against any guest or against any patron as to admission or to seating in the auditorium or place of activity.

CORNERSTONE CENTER FOR THE ARTS RULES - The Lessee shall be aware of the written Cornerstone Center for the Arts Rules and agrees to conduct usage of the Cornerstone Center for the Arts in accordance with those rules.

USE OF COPYRIGHTED MATERIALS - Lessee shall assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the conduct of the Event. Lessee agrees to indemnify and hold harmless CCA and its duly authorized representatives from all damages, costs, expenses, including attorney's fees, for or on account of the use of any patented and/or copyrighted materials, equipment, devices or dramatic rights furnished or used by Lessee in connection with the event. Lessee shall obtain and pay for all appropriate BMI, ASCAP and SESAC licenses for performances.

Additional Charge Listing

On-Site Coordinating (Weddings only):

\$50 per hour Minimum of 4 hours

Linens:

\$6 per table with Napkin

\$3 per table without Napkin

Chair Covers:

Price of Cover plus \$2.50 per chair service charge to cover labor & shipping & handling

Miscellaneous Table Décor

Prices range from \$0.50 each to \$1.00 each & includes candle holders, vases, mirrors, etc.

Additional Staffing Charge

Rates start at \$12 per hour for minimum of 4 hours per staff member

Prices will vary please confirm pricing with Director of Rentals & Events

Additional Rental

Any Item rented on lessee's behalf will be billed to lessee

Piano - \$50.00

Projector \$25.00

Stage - \$50.00

See Rental Guidelines for Event & Decorating Overtime Charges

This agreement constitutes the entire understanding between the parties and shall not be altered, modified, or changed in any way without the express written consent of CCA. It is further understood that this agreement cannot be assigned or transferred. This agreement shall be governed in accordance with the laws of the State of Indiana.

Rental Guidelines

Decorating

The use of glitter, bubbles, confetti and sand is prohibited in any room. Bubbles may however, be used outside the building. All candles and flames must be enclosed.

Examples of decorations must be presented and approved by CCA Management before the day of decorating.

No decorations will be hung on the walls. Nothing will be taped to any surface without approval of Director of Rentals & Events (or designee). Any damage that may be a result of not adhering to this rule will result in loss of damage deposit.

The Colonnade Room only comes standard Ivy lighted garland on the balcony which may have floral centerpieces. The main floor contains multiple trees which are also lit. These items are lit for all events unless otherwise specified. Director of Rentals & Events (or designee) must approve other decorating of balcony. Cornerstone Center for the Arts reserves the right to enforce replacement charges if these centerpieces are removed from the facility or damaged in any way during your scheduled event. At this time there is no set decoration for other rooms.

All decorations must be contained in the rented space, unless prior approval from the Director of Rentals & Events has been given.

*Some decorative items used for centerpieces are available for an additional fee from the Cornerstone Center for the Arts

Food and Beverages

Alcoholic beverages must be served by a licensed liquor caterer and remain in the Rented Room. This is NON-NEGOTIABLE. Indiana State Law **prohibits** carry-in of beverages during an event that is serving alcohol.

Food service must be provided by catering establishments who have been approved by Cornerstone Center for the Arts. No exceptions will be made. You will be provided with an approved list of caterers who are permitted to do business with the Cornerstone Center for the Arts.

We reserve the right to reject any caterer at any point with or without explanation.

Hours

All events held at Cornerstone Center for the Arts, will have a four hour time limit and end by 12am. If two rooms are booked together (for example, one room for a wedding ceremony and another room for the reception) then event time is a total of five-and-a-half hours. Additional event time is available at a rate of \$75 per hour. After Midnight, the rate goes up to \$200 per hour and will be billed after your event unless otherwise requested. Room rental includes a 2-hour set up/decorating period the day of your event. Additional decorating time may be purchased at the rate of \$50 per hour. This decorating Period must be arranged with the Director of Rentals & Events (or designee).

Insurance Requirement

As stated in the Rental Agreement, anyone renting space at Cornerstone Center for the Arts is required to provide Comprehensive General Liability Insurance. The coverage is to be no less than \$300,000 for “invitation only” events; all others must provide coverage of no less than \$1,000,000. Copies should be received at least 30 days prior to the rental date. If proof of insurance is not received, CCA shall have the right to terminate this agreement and retain any advanced deposit. Please be sure to read this section in your contract for all information that is required. Your insurance agent should be able to assist you with this. If you need additional assistance please do not hesitate to contact us.

SECURITY IS REQUIRED (AT LESEE’S EXPENSE) FOR ALL UNIVERSITY ORGANIZATION EVENTS WHEN ALCOHOL IS BEING SERVED.

Clean up and Vacating Premises

Standard and customary cleanup is included in room rental fee. Any clean up required which authorized designee deems above and beyond standard and customary may result in loss of damage deposit and additional charges. Included into room rental fee is standard and customary 1 hour amount of time for vacating premises. In the event that CCA Manager on Duty deems amount of time to be above the standard and customary an additional fee of \$50 per half hour may be imposed.

All third-party rental items MUST be removed from the Colonnade Room at the conclusion of the event unless prior arrangements have been made before the day of your event. Failure of removal on arranged date will result in a \$75 per day storage fee.

Cornerstone Center for the Arts is not responsible for any lost or stolen property.

Planning Sessions

We will need to meet no later than 30 days prior to your event to discuss the initial needs for your event, at that time we may also set up a timeline for your event if necessary; we will need to know at this meeting all of the vendors who will be providing service for your event.

We will also schedule a meeting no later than one (1) week prior to do your final floor plan for your event.

Please Note: Any last minute details need to be communicated to us no later than 36 hours prior to your event. (We know that there may be some items, which come up the day of your event, and will work with you to the best of our ability to satisfy these needs). Any Changes to floor plan the day of your event may be subject to a minimum \$25.00 set up fee.

It is our goal at Cornerstone Center for the Arts to strive for excellence. Please do not hesitate to ask us for any assistance.

Edmund B. Ball Auditorium
Cornerstone Center for the Arts
Policies of Use

Food

1. Food or drink is not allowed in the Auditorium or on the Stage. Plain water is the exception.
2. Recognizing the need of a space for the consumption of food and drink, the designated areas are the dressing rooms. It is the responsibility of the Lessee/Contact Person to make sure this policy is enforced. At the end of the event, it is the responsibility of the Lessee/Contact Person to make sure that these areas are free of food debris. Trash bags need to be tied and placed in the green dumpster behind the building. Any drinks need to be emptied before placing in the trash bag.
3. Failure in responsibility regarding the above policies may result in a minimum cleaning fee of \$50.

Stage Use

1. No construction on stage. The joining and/or bracing of scenery are the exception.
2. Nothing will be screwed, lagged, and/or bolted to the stage floor
3. Cement blocks and/or bricks are prohibited. The Director of Rentals & Events and/or Building Superintendent may grant special permission if special circumstances exist. 48-Hour prior written notice must be submitted.
4. No painting of any kind will take place on stage unless the Director of Rentals & Events and/or Building Superintendent grants permission in writing.
5. The Back wall of the stage will not be painted for any reason.
6. Flying Scenery: At this time we are unable to accommodate flying scenery. Drops or scenery may be "Dead" hung on an available batten. Notice must be given on the equipment usage form. The Director of Rentals & Events and/or Building Superintendent will give approval. Removal of the drop(s) or scenery must be done within 24 hours of the conclusion of the event and must be done by a member Cornerstone Staff.
7. No existing hanging curtains, projection screens, or electrics will be moved to accommodate drop(s) or scenery. The exception will be the cyc.
8. No one except Director of Rentals & Events, Building Superintendent and/or designated employee may move any hanging object.
9. The light board, soundboard, follow spots and the set-up/tear-down of microphone will be strictly handled by the Director of Rentals & Events and/or Building Superintendent unless prior written approval is given.
10. If the event is scheduled for more than 1 day, all "loose" scenery (i.e. chairs, couches, tables, etc.) must be organized on the side stages.
11. There is no permanent storage of scenery, furniture, instruments, etc on stage or in the auditorium. A \$25 storage fee will be issued if items are not removed 24 hours after the conclusion of the event. If longer storage time is absolutely necessary 14-day notice prior to the event must be given.
12. Cornerstone Center for the Arts is a smoke-free building, this includes the Auditorium.
13. The lessee may bring in technical designers any fees incurred are the responsibility of the lessee. A preliminary meeting to tour the facility may be scheduled with the Director of Rentals & Events. 6-8 weeks prior to the event a Technical Design meeting Must be scheduled with the Director of Rentals & Events to discuss designs and the needs of the production.

Amendments to any of the above policies are the discretion of the Director of Rentals & Events and/or Designee.

Lessee Signature

Date