

# 2020 Articulture Rental Agreement

525 Yampa Avenue Craig, CO 81625

This contract represents an ongoing arrangement between the Northwest Colorado Arts Council, and "Renter" as named below. The following agreements apply to every instance within the 2020 calendar year in which Renter utilizes Northwest Colorado Arts Council space for any purpose. If Renter fails to uphold any of the following agreements, Renter's studio privileges may be revoked.

Renter:	Primary Contact:	
Address:		
Phone:		
Proposed use for studio space:		

## Rentals:

The Northwest Colorado Arts Council Articulture studio space is only available to members of the Arts Council and is intended for community classes, workshops and events. The studio will be rented in blocks of time as follows: two-hour block (minimum), four-hour block, and full-day block. Space may be booked via email with the appropriate class/workshop and/or event submission form.

## Payment:

Renters MUST pay for all studio space before the time it is used. All rent checks must be written to Northwest Colorado Arts Council. A fee of \$30 will be charged for any returned check.

# Deposit:

Renters MUST submit and/or keep a \$100 refundable deposit on file with their rental agreement. Deposits must be submitted in the form of a check, which will be held for the 2020 calendar year. Checks will be returned at the request of the renter but a new deposit check will be required if studio space is to be utilized again within 2020. All deposit checks must be written to Northwest Colorado Arts Council.

#### **Articulture Studio Rates:**

2-hour block	\$30
4-hour block	\$50
Full-day block	\$75

**Scheduling:** Scheduling of one-time classes, workshops, and/or events will be on a first come, first serve basis. Scheduling of regular weekly classes must confirm their class schedule at least one month in advance if possible.

**Cancellation:** Space may be cancelled via email with two weeks' notice. *If a cancellation is arranged after rent has been paid, the balance will be applied towards future rentals of the Northwest Colorado Arts Council Articulture studio space (no refunds).* With less than two weeks' notice, class renters may cancel but will pay full rental rate for the cancelled studio time.

#### **Conditions:**

#### Smoking/Incense/Flames:

No smoking anywhere inside the building. No incense or open flames of any sort.

#### Media:

Wifi is available for use within the studio space. A TV with HDMI input, as well as a stereo system will be available for classes, workshops and events.

## Storage:

Renters may never leave any equipment, materials or personal belongings anywhere in the studio, hallway, bathroom, or back rooms.

## Keys:

Renters agree to not make copies or share the studio key with any other person and will return the key upon completion of rental period.

## Security:

Each renter assumes responsibility for the security of the space during each rental period. Renters are required to return the space to a secure state upon leaving by locking all doors.

## Emergencies:

For any urgent issue that might compromise the structure or safety of the studio or the building, please contact one of the Northwest Colorado Arts Council Emergency Contacts; Melanie Kilpatrick (970) 620-1388, Sheri Sanford (970) 629-0004, or Ariane Caldwell (970) 237-0244. For accidents, health crises, criminal activities, or fire, call 911.

# Damage:

Each renter will assume full responsibility for any damage caused to any part of the entryway, studio, back rooms, bathroom, media equipment, floors, windows, walls, ceilings, etc. sustained during the renter's scheduled studio time. Each renter agrees to pay in full for repair or replacement of any item or structure damaged by the renters or participants, collaborators, or guests invited to the Northwest Colorado Arts Council Articulture studio space by the renter. Full payment for damage will be made within ONE MONTH of the damage.

#### Liability:

Each renter assumes liability for injury of any persons they invite to the space, including but not limited to: injury to students in the renter's class, injury to guests or audience members at an event.

## Housekeeping:

Each renter assumes responsibility for returning the studio to a good state before they leave. All lights and electrical equipment must be turned off. Trash and litter must be removed to the hallway garbage can. Please sweep if necessary and leave the studio in clean condition for the next renter. There will be a clean-up check list in the space for quick reference.

#### Parking.

Renters may utilize the 2 private parking spaces directly behind the building, accessed via the alleyway.

## Contracts:

Renters will sign this contract before using Northwest Colorado Arts Council Articulture studio space. The signed contract can be emailed to <a href="mailto:nwcartscouncil@gmail.com">nwcartscouncil@gmail.com</a>. Executed contracts will be held valid for the calendar year 2020.

## Future Policy Changes:

The Northwest Colorado Arts Council reserves the right to change the above rental policies at any time to reflect the needs and concerns of the studio, community, and resident companies. Renters will be informed of changes to rental policies.

By signing this request for rental facilities, the signee agrees to comply with the terms of this agreement. The Northwest Colorado Arts Council agrees to let the requestor know as soon as possible if their request has been granted and will then agree to make the space available to the requesting group at the time stated.

All of the above are hereby agreed upon and it is agreed that renters shall release, indemnify, keep and save harmless the Northwest Colorado Arts Council, its agents, officers, or members at large from any and all responsibility or liability for any and all damages or injury of any kind or nature whatsoever (including death) to all persons, whether agents or employees of the Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use by the Renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney 's fees.

By signing this Rental Contract, the Renter acknowledges having read and understood the terms of this contract and acknowledges that this Rental Contract is binding both on the parties and the organizations they represent.

Renter:	_
Signature:	Date:
Northwest Colorado Arts Council Board Member:	
Signature:	Date: