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| Description: ACP logo for web.jpg | **Saigling House****Facility Rental Agreement** |

THIS RENTAL AGREEMENT is made and entered into as of the date last set forth below, by and between the ArtCentre of Plano, Inc., a non-profit organization and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Renter).

WHEREAS, Renter wishes to use the Saigling House for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Event), and inconsideration of the terms and conditions contained herein, the Parties agree as follows:

1. **Rental Space.**
2. For the purposes of this Agreement, Renter is granted the use of the Saigling House and grounds located at 902 E. 16th Street, Plano, TX. This Agreement permits the Renter to use the premises only on the event date(s) and during the hours specified below and only for the purposes set forth above as the “Event.”
3. It is understood that the ArtCentre makes no warranty to Renter regarding the suitability of the rental space for the Renter’s intended use.
4. **Event Date(s) and Time(s).**
5. Upon execution of this Agreement and payment of the required deposits, the Saigling House and grounds shall be reserved for Renter on the follow date(s) and times:

Event Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time-In: \_\_\_\_\_\_\_\_\_\_ Time-Out: \_\_\_\_\_\_\_\_\_\_

1. “Time-In” is construed as the time guests for the event may start arriving and “Time-Out” is construed as the time at which all guests have departed the premises.
2. Renter hours of access for deliveries, event setup, event dismantle, cleanup and load-outs are to be arranged with ArtCentre management and may be subject to additional fees as defined in Section 4 of this agreement.

1. **Venue Rental Fee.** Renter shall pay ArtCentre a fee of $\_\_\_\_\_\_\_\_\_ for the use of rental space as determined in accordance with the fee terms set out in Schedule A, attached hereto. The total fee is due in full at least forty-five (45) days prior to the event date. If Renter fails to pay the full rental fee by the due date, the ArtCentre shall have the right to revoke this Agreement and keep the full amount of any deposits.
2. **Additional Fees for Equipment and Services.**
3. The ArtCentre offers additional equipment and services that can support this event. Such additional items can be reserved for this event based on the fee terms set out in Schedule B.
4. Renter shall pay ArtCentre an additional fee of $\_\_\_\_\_\_\_\_\_ for those items marked ordered for the event as indicated in the attached Schedule B.
5. The additional fee is due in full at least forty-five (45) days prior to the event date. If Renter fails to pay the additional fee by the due date, the additional equipment and/or services ordered will be cancelled.
6. **Deposits.**
7. Renter must pay a non-refundable booking deposit of 50% of the venue rental fee to confirm the event date(s) described in this Agreement and must be submitted with this signed Agreement within 14 days of the date set forth below.
8. An additional refundable security/cleaning deposit must be paid in the amount of $300 upon submitting this signed Agreement.
9. **Total Fee and Final Payment**.
10. The total fee for this event rental, including venue rental fee, any additional equipment and/or services ordered and deposits required, is a total amount of $\_\_\_\_\_\_\_\_\_\_\_\_.
11. It is understood that the Renter shall pay any remaining total fee balances no later than 45 days prior to the scheduled event date.
12. **Cancellations.**
13. Should Renter choose to cancel the event, an alternate date may be used, if available, and within one year of signing this Agreement.
14. If Renter should choose to cancel the event without choosing an alternate date, fees and deposits will be refunded except for the non-refundable booking deposit.
15. Cancellations and/or change of dates must be in writing and in accordance with the following:
16. On or before 180 days prior to the event deposits will be applied to the changed date or refunded if cancelled.
17. Between 179 and 60 days prior to the event deposits will be applied to the changed date or 50% refunded if cancelled.
18. Less than 60 days prior to the event all deposits will be forfeited even if a date change is granted or the event is cancelled.
19. **Use of Property.** Use of the property includes the entire ground floor, upstairs classrooms (changing rooms), restrooms (inside the house), outside porch, deck and grounds. The outside restroom building will be made accessible only for events accommodating more than 150 people.
20. **Capacity.**
21. Gallery Space
22. Tables of 6 – 54 guests
23. Tables of 4 – 64 guests
24. Standing Reception – 125 guests
25. Classroom Space
26. Tables of 6 – 24 guests
27. Tables of 4 – 28 guests
28. Seated Lecture – 50 guests
29. Outside Deck
30. Tables of 6 - 24
31. Tables of 4 - 28
32. Standing Reception - 35
33. Tent Space
34. 20ft. x 50ft. (accommodates up to 100 for a seated dinner)
35. 20ft. x 50ft. (accommodates up to 60 w/bar, buffet and dance floor)
36. **Renter’s Event Obligations.**
37. Renter shall not allow admission to guests in excess of established seating capacity.
38. Renter shall, in conducting its event operations, comply with the laws, ordinances, rules and regulations of any federal, state, county or municipal authority having jurisdiction including, without limitation, all rules, regulations and ordinances of the police and fire departments of the City of Plano, Texas.
39. Renter shall, prior to any performance or event to be held on or within the rented premises, obtain, at Renter’s expense, all necessary permits, licenses and authorizations which may be required by any such laws, ordinances, rules or regulations and shall not do or suffer to be done any act or omission within the rented venue during the term hereof which may constitute a violation of any such laws, ordinances, rules or regulations.
40. Renter agrees to assume full responsibility for compliance with the federal copyright law and any regulations issued thereunder. Renter agrees to defend, indemnify and hold harmless the ArtCentre and the City of Plano and their officers, boards, employees and agents for any claims or damages growing out of Renter’s infringement or violation of the copyright law and/or regulations.
41. **Independent Service Providers (Vendors).**
42. The ArtCentre shall maintain a list of preferred vendors that meet City of Plano ordinances, have secured any applicable permits and have Service Agreements and insurance already on file with the ArtCentre.
43. If Renter chooses to use their own service providers then the following must be on file with the ArtCentre at least 14 days prior to the event:
44. Vendor Service Agreement
45. All required permits (State and Local)
46. Certificate of Insurance
47. Renter Indemnification Agreement for Actions of Service Providers
48. **Sale and Service of Alcoholic Beverages.**
49. Any event where alcoholic beverages are served and there is a charge for attending the event, or alcoholic beverage ticket sales, or the direct sale of alcoholic drinks, then a licensed TABC (Texas Alcoholic Beverage Commission) server must be present at the event.
50. If this event includes the sale and/or serving of liquor, Renter must provide evidence that a TABC licensed vendor/server will be on-site during the event to provide such services.
51. If this event includes the serving of beer and wine only, then:
52. A TABC licensed server is not required for events with fewer than 50 guests
53. If the event includes 50 or more guests, a TABC licensed server is required.
54. To have alcohol sales/service, this event must have controlled access and require some form of non-transferable credential (stamp, wristband, etc.) to limit possession and consumption of alcohol to the controlled access area.
55. All applicable permits/licenses for the sale and/or consumption of alcoholic beverages are the sole responsibility of the Renter or Renter’s representatives.
56. Renter hereby indemnifies, defends and holds harmless the ArtCentre and the City of Plano and its respective officers, directors, employees and agents from and against any and all losses, damages, claims, expenses, and liabilities of any kind, including the costs and defense thereof, caused by or arising from Renter’s sale or service of alcoholic beverages.
57. **Security.**
58. Renter shall assume all costs associated with security personnel.
59. Security personnel, minimum of 1 person, is required for any event where alcohol is sold or consumed. The ArtCentre reserves the right to require more security personnel if the type of event or number of attendees is deserving of greater security measures.
60. All children attending this event must be supervised by a parent or guardian at all times. ArtCentre management has the right, but not the obligation, to ask guests with unruly or unsupervised children to leave the event premises.
61. ArtCentre management and/or security personnel on-site for the event have the right, but not the obligation, to ask any persons exhibiting unruly or disorderly conduct to leave the event premises.

1. **Parking Requirements.**
2. An Event Parking Plan is attached hereto identifying the public parking areas available for this event.
3. Street parking is not allowed along 16th Street or on Avenue H north of the Saigling House.
4. Vehicles driven by event service providers may not park, even temporarily, on 16th Street. Load-ins and load-outs must take place on Avenue H adjoining or south of the Saigling House.
5. **Noise Level.**
6. The Saigling House premises are located in a residential area and therefore City of Plano ordinances and regulations apply to event related noise levels.
7. Amplified sound is not permitted before 9am on any day and will cease no later than 9pm on weekdays and no later than 11pm on weekends (Friday/Saturday).
8. ArtCentre management reserves the right to determine maximum noise levels.
9. In the case that Renter’s event creates a disturbance due to high noise levels, ArtCentre on-site staff maintains full authority to ask the Renter, DJ, band or live music presenter to turn down the noise level or turn off the sound. If repeated disturbances occur, ArtCentre management reserves the right to expel the offending parties from the event.
10. In the case of disturbances to the point of expulsion, no portion of the event costs will be refunded to Renter.
11. **Rehearsals.** Rehearsals, if applicable, may be scheduled prior to the event at a cost of $100/hour and are based on availability. Food and beverages are not permitted during rehearsals.
12. **Prohibited Use/Activities.**
13. No animals may be brought onto the property, except for service animals, such as guide dogs.
14. Use of tobacco of any kind (smoking or chewing) including e-cigarettes is prohibited.
15. Fireworks of any kind are not allowed unless permitted by the City of Plano and the conditions of use have been approved by ArtCentre management and the City of Plano.
16. The ArtCentre reserves the right to close(cancel) an event and vacate the premises if the presence of firearms is deemed a safety hazard for event guests or ArtCentre staff.
17. The possession, use, distribution or selling of illegal drugs will be an immediate cause for closing an event and vacating the premises.
18. ArtCentre management may at its discretion may close an event and vacate the premises if guest behavior is deemed lewd, indecent, disruptive, or sexually inappropriate.
19. Violation of any of the above prohibitions may result in the forfeiture of renter’s fees and/or deposits.

**18. Insurance.** Renter will maintain, during the term of this Agreement, insurance as described in

 Schedule C attached hereto and made a part hereof for all purposes related to this event.

1. **Indemnification.** Renter hereby indemnifies and holds harmless the ArtCentre, its employees, officers, directors and agents and the City of Plano, its officers, employees and agents from and against all claims, demands, actions, damages, loses, costs, liabilities, expenses and judgments recovered from or asserted against this event venue or the ArtCentre or the City of Plano on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused either proximately or remotely, wholly or in part, by any act, omission, negligence, wrongful acts of misconduct on the part of Renter or any of its agents, servants, employees, contractors, patrons, guests or invitees or any other person entering upon the Saigling House property with the express or implied invitation or permission of Renter or when any such injury or damage may in any other way arise from or out of occupancy or use of the Saigling House property by Renter, or its agents, servants, employees, contractors, patrons, guests or invitees. Renter covenants that if the ArtCentre or the City of Plano is made a party to any litigation or claim commenced against Renter or relating to the Agreement or the Saigling House property, then Renter shall pay all costs incurred by or imposed upon the ArtCentre and the City of Plano arising out of or incident to any such litigation.
2. **Permitted Use.** Renter is authorized pursuant to this Agreement to use the Saigling House premises for this event, and for no other purpose, unless ArtCentre management gives Renter prior written authorization for additional permitted uses. Renter may not use the premises in any manner that may render the insurance for the premises and property void, or which may result in increased insurance premiums for the ArtCentre with respect to the Saigling House premises and property.
3. **Compliance with Laws.** Renter shall not use the Saigling House premises and property in any manner that would violate local, state or federal laws or regulations.
4. **Deliveries and Pickup.** All load-ins and load-outs must take place within designated timeframes approved by ArtCentre management. ArtCentre staff is not responsible for checking in or handling any items brought onto the property by Renter’s service provider companies. All external items must be checked in and signed for by the Renter or Renter’s representative. All excess material (such as wrapping, boxes, hangers, plastic, etc.) resulting from deliveries or pickups must be removed and disposed of by the service provider, Renter or Renter’s representative.
5. **Décor/Decorations.**
6. In consideration for the building’s use as an art center, Renter shall refrain from attaching anything to walls, windows, doors, furniture and ceilings unless otherwise approved by ArtCentre management.
7. No nails, screws, staples or tape of any kind are allowed on the wood floors without prior ArtCentre management approval.
8. Glitter, potpourri, confetti, snow, flower petals, rice, birdseed or any like substance are not permitted in the house.
9. Candles of any sort are strictly prohibited. Battery operated tea lights are recommended.
10. Smoke machines, bubble machines and flower petals are permitted outside for weddings only. Renter assumes liability for any damages or injuries resulting from such use.
11. Elaborate decorating schemes, staging, unusual props and/or other Renter requested equipment/machinery shall be submitted for prior ArtCentre management approval at least one week prior to the event. Any such items must be setup during the designated move-in time for the event and must be removed immediately following the event. No such items shall remain on site overnight without prior approval from ArtCentre management.
12. If signage or other materials are installed outdoors, Renter agrees to remove them immediately following the event.
13. Exterior signage or other materials may not be staked in the ground to avoid damage to the underground irrigation system.
14. **Cleaning Procedures.**
15. Catering – The catering kitchen and service porch must be left in a clean condition. All food and beverages related to the event must be removed from the property. Trash must be removed to trash containers, and no food matter or other debris left in sinks, refrigerator, ovens or any work surface. Floors must be swept (mopped) with spills and debris cleaned from work surfaces, appliances and floors.
16. Renters must supply their own bags/boxes for the removal of leftover items from the event, such as foodstuffs, gifts, etc.
17. All large boxes must be broken down and placed with other recyclable items such as glass bottles and aluminum cans in the appropriate recycling bin(s) provided.
18. Renter is responsible for picking up and placing in trash containers all trash and litter both in the house and on the grounds resulting from the event and returning the venue to the condition it was prior to the event.
19. Renter’s failure to perform all required cleanup activities listed above will result in the forfeiture or partial forfeiture of the security/cleaning deposit.

1. **Damage.**
2. Renter agrees that the premises will be vacated and surrendered to the ArtCentre in the condition existing immediately preceding the event, normal wear and tear excepted.
3. Renter agrees to make restitution for any damages or destruction inflicted by Renter or its employees, agents or patrons, which may occur during or pertaining to the rental and use of the building, grounds or furnishings.
4. Renter must have a credit card on file with the ArtCentre. The credit card will be used to pay for all damages to premises as a result of Renter’s actions, direct or indirect.
5. If the damage incurred is covered by ArtCentre insurance, the Renter will only be charged for the amount applied to the insurance deductible.
6. **Non-Discrimination.**

ArtCentre employees, agents and subcontractors shall not discriminate against any individual, business or organization based on race, creed, color, sex, national origin, sexual orientation, or disability in the performance of any services called for under this document.

1. **ADA Compliance.**

The ArtCentre of Plano, Inc. is committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”). It is the ArtCentre’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job.

1. **Force Majeure.** In the event that the ArtCentre is unable, for reasons beyond its control, to make the premises available to Renter on the event date set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the event at no extra charge to Renter. If Renter selects an alternate event date that is reasonably acceptable to the ArtCentre, then the alternate event date shall replace the event date in this Agreement and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the parties. If the ArtCentre and Renter cannot agree upon an alternate event date within forty-five (45) days of the original event date, then the ArtCentre shall refund to Renter the full amount of the rental fee (including deposits). In neither case shall the ArtCentre of the Renter be liable for any individual costs or damages suffered by Renter (over and above the rental fee) arising out of a rescheduling or cancellation of the event pursuant to this section.
2. **Revocation.** The ArtCentre shall have the right to revoke this Agreement at any time prior to the event date, provided it gives Renter prior written notice of revocation. The ArtCentre’s right to revoke is limited by the following reasons for revocation:
3. Non-payment of fees
4. Breach of this Agreement
5. Premises are being rented for an inappropriate purpose as determined by the ArtCentre

In the event that the ArtCentre revokes this Agreement prior to the event for reasons other than non-payment of fees or breach of this Agreement by Renter, the ArtCenter shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire deposit.

1. **Assignment.** Neither party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other party.
2. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Texas, without regard to conflicts of law principles and exclusive venue for any action concerning this Agreement shall be in Collin County, Texas.
3. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.
4. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed, addressed as follows:

If to Renter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ If to ArtCentre: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Entire Agreement.** This Agreement constitutes the entire Agreement between the ArtCentre and Renter, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have read and understand the above rules and regulations for renting the Saigling House and are aware of their responsibilities thereunder and agree to be bound by all of the terms and conditions of this Agreement. It is further understood that if any guests, patrons, or service providers at this event do not comply with the terms and conditions of this Agreement, the event may be immediately terminated by ArtCentre management and all fees and deposits made shall be retained by the ArtCentre.

SIGNED this \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_

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| Acknowledged, Agreed and Authorized by Renter:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized Renter Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name of Renter | For the ArtCentre of Plano, Inc.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ArtCentre of Plano Event Coordinator\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ArtCenter of Plano Executive Director |