

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

Lessee Information

Lessee: Click or tap here to enter text.

Contact Name:

Billing Address: Click or tap here to enter text.

City: Click or tap here to enter text. State: ZipCode:

Email: Click or tap here to enter text. Phone: `

Event Information

Event Title: Click or tap here to enter text.

Venue(s): Choose an item.): Choose an item.

Event Date: Click or tap here to enter text. Estimated Attendance: Click or tap here to enter text.

Event Start Time: Choose an item. Choose an item. Event End Time: Choose an item. Choose an item.

All venue rentals at Cornerstone Center for the Arts include: the above specified venue, tables, chairs, hosts, and a personal Event Specialist to assist in the planning an execution of your event.

Terms & Conditions

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

<u>INSURANCE</u> - All rentals at CCA are required to provide proof of Event Liability Insurance. Cost of insurance is NOT included in venue rental rates. If proof of Event Liability insurance is not provided by detail planning meeting, or arrangements to provide proof of liability insurance are not made. Cornerstone Center for the Arts will cancel client event. See Event Insurance Requirement, page 5, for details

<u>PERSONNEL</u> – All events at CCA include a CCA Event Specialist. CCA will provide additional personnel as needed to execute events at rates as stated in Additional Personnel Charges. Such personnel may include but is not limited to any ushers, ticket takers, ticket sellers, gallery attendants, parking attendants, security, lighting technicians, sound technicians, or stagehands. Fees associated with additional personal are NOT included in venue rental rates. Additional personnel needs will be determined in Lessee's detail planning meeting.

<u>ard PARTY PERSONNEL</u> -- All 3rd party Personnel contracted by the Lessee will be under the supervision of CCA. Such personnel may include, but is not limited to, DJs, caterers, florists, and rental suppliers.

FOOD AND BEVERAGE - Food & Alcoholic beverage service must be provided by catering establishments who have been approved by Cornerstone Center for the Arts. No exceptions will be made. Alcoholic beverages must be served by a licensed liquor caterer and remain in the room listed in this agreement. This is NON-NEGOTIABLE. Indiana State Law prohibits carry-in of beverages during an event that is serving alcohol. Cornerstone Center for the Arts is a full service facility and as such requires our caterers to be onsite for all events. As a permitted facility through the Delaware County Health Department, of the State of Indiana, any proposed food to be carried into our facility, must be approved in writing by Cornerstone personnel. Cornerstone personnel must approve any exceptions (ethnic, dietary, religious, etc.) to this policy.

*Please note: All caterers will be subject to 18% commission charge of total food and beverage sales for utilization of Cornerstone appliances and equipment during the event, caterers may elect to charge this commission to lessee.

EVENT SECURITY – CCA requires security for events that meet any of the following criteria: A) 100 or more guests, B) if alcohol is being served, C) events occurring after 5:00PM EST. Security fees range from \$20.00 to \$35.00 per hour per security officer. CCA reserves the right to require 1 officer per 50 guests. **Security must be provided by CCA**.

EVENT TIME FRAME - All events held at Cornerstone Center for the Arts, will have a 4 hour time limit. Sunday - Thursday events will end by 10 PM, Friday & Saturday will end by 11 PM. 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 hours. Additional event time is available at a rate of \$75 per hour.

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 and will be reflected on the final invoice. Standard and customary cleanup cost 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. 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 venue 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.

<u>DEPOSITS</u> - A rental deposit and a <u>refundable</u> damage deposit are due upon the signing of this agreement. Rental deposit includes half of Room Rental Fee and full damage deposit. The remaining balance is due no less than 30 days prior to the event date. Payments made by check should be made payable to Cornerstone Center for the Arts.

PAYMENT - A pre-event invoice will be issued to you following the conclusion of your detail planning meeting, and will be due no later than 30 days prior to the event. Final billing will be issued after the conclusion of your event for any costs resulting from event execution. All invoicing includes but is not limited to rental fees, room changes, linens, staffing and all other applicable fees incurred. In the event that any money owed under this agreement is not received when due and arrangements with CCA 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. In the event of default in payment, reasonable collection agency fees equal to thirty (30%) percent of the delinquent balance and reasonable attorney fees, shall be added to the amount due on the account, plus any applicable court costs.

CANCELLATION & INCLEMENT WEATHER - In the event of inclement weather, Cornerstone Center for the Arts leaves the decision to cancel an event to the Lessee except in the event of a State of Emergency as declared by Delaware County, the City of Muncie or the State of Indiana. Cornerstone Center for the Arts will observe such State of Emergency policies as dictated by law. It is understood, and agreed that should the performance of any of the provisions of this agreement by CCA or Lessee be prevented by the act or regulation of public or military authority, civil tumult, war, epidemic, fire, earthquake, riot or any other cause beyond their control, 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.

<u>CANCELLATION BY LESSEE</u> - If Lessee should cancel this engagement for any reason not listed above, within 30 days of the event, CCA shall retain the deposit paid by Lessee as liquidated damages. CCA may cancel any event it deems necessary at any time during this agreement prior to or during the event. 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.

In the event of cancellation by Lessee, the following schedule applies;

TERMS	REFUND
Prior to 90 days from event date	Full Refund
90-30 days from event date	Damage Deposit will be refunded
30 days or less	No Refund of Any Kind will be issued.

No Exceptions to this schedule will be made. Please allow up to 90 days following your event for all refunds.

<u>DAMAGES</u> - Any damage to the Cornerstone Center for the Arts and/or its equipment caused by the Lessee, its guests, employees or 3rd party personnel (as explained above) will result in a charge 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. Charges for damages in excess of the damage deposit will be added to Lessee's final invoice. CCA reserves the right to retain the deposit paid by Lessee as liquidated damages.

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.

CONDUCT/SAFETY - The Lessee is responsible for the conduct of its representatives and guests while on Cornerstone Center for the Arts' property, 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 Cornerstone staff.

SMOKING POLICY - Cornerstone Center for the Arts shall at all times remain a tobacco-free building, this includes but is not limited to cigarettes, cigars, pipes, vape pens, and e-cigarettes. Smoking will only be permitted at designated outside smoking areas. Violation of prohibition may result in a fine of up to 50% of rental fee as liquidated damages and denial of future rental privileges.

<u>WEAPONS POLICY</u> – Cornerstone Center for the Arts is a 501(c)(3) arts education non-profit, therefore weapons of any kind are not permitted on CCA premises.

<u>USE OF COPYRIGHTED MATERIALS</u> - Lessee shall assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished, 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.

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 Cornerstone Center for the Arts because of race, color, sex, religion or orientation against any guest or against any patron as to admission or to seating in the auditorium or place of activity.

Insurance Requirement

ALL events are required to provide proof of insurance. Lessee shall, at its own expense, obtain and maintain at all times during the terms of this agreement **Comprehensive General Liability Insurance**. This policy should include, without limitation, coverage to protect against any and all injury to persons or property, including when applicable, without limitation, activities regarding the installation and operation of equipment and instruments by Lessee, its employees, contractor and agents, written by an insurance carrier acceptable to CCA.

Event Liability Insurance Requirements

- Policy period must cover event dates (includes decorating and rehearsal times)
- Your Event name and date must be referenced on insurance certificate
- Issuing agent's name and telephone number must be printed on the insurance certificate, below the agent's signature
- Cornerstone Center for the Arts must be listed as the covered location.

Coverage requirements determined by event specifics:

Event Specifics	Coverage requirement
NO Alcohol	No less than \$300,000
Cash Bar (including beer/wine only)	No less than \$500,000
Full Host Bar	No less than \$1,000,000

Lessee will provide a Certificate of Liability Insurance with the Cornerstone Center for the Arts named as the certificate holder and named as an additional insured party and should appear on this policy as follows:

Cornerstone Center for the Arts 520 E. Main St. Muncie, IN 47305

Copies <u>must be received at least 30 days prior to the rental date</u>. If proof of insurance is not received, CCA shall have the right to terminate this agreement and retain any advanced deposit.

In many cases, homeowner's insurance will provide a temporary Event Liability rider. Please see your personal insurance provider for more details. General questions regarding our requirements should be directed to your sales person.

Payment information

Cornerstone Center for the Arts accepts the folloing forms of payment for your convenience:

- Cash
- Check
- Credit Card

Please make check payable to: Cornerstone Center for the Arts

Venue: Room	
Damage Deposit:	
Subtotal:	
Due w/signed agreement:	
Due: date	

Acknowledgement

By signing this agreement, Lessee acknowledges and agrees to terms and conditions stated in this document.

A pre-event invoice will be issued to you upon conclusion of your detail planning meeting including, but not limited to linens, rentals, additional staff, and all applicable service fees. Charges reflected on the pre-event invoice are due no later than 30 days prior to your event. Final billing issued after the conclusion of your event will reflect any additions or reductions made after the detail planning meeting. Remaining balances will be due on receipt of Final invoicing.

SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AGREED TO AND ACCEPTED BY:

For Lessee:	For Cornerstone Center for the Arts:
Name:	Name:
<mark>Title:</mark>	Title:
Signature:	Signature:
Date:	Date: