

Crossroads Carnegie Art Center Rental Agreement

Individuals or groups will be allowed to rent the Crossroads Carnegie Art Center Building and at no time will a Crossroads program or class be moved. Rental times are scheduled with a staff member at Crossroads by calling 541-523-5369. Audio/video is included with this agreement in the downstairs studio only.

Name of Renter: _____

Name of Organization Renting: _____

Non-Profit ID# (If Applicable): _____

Address: _____

City: _____ State: _____ Zip Code _____

Home Phone: _____ Work Phone: _____ Cell: _____

Date of Birth: _____

Are you 21 years of age or older? Yes No

Reservation Date: _____ Time In: _____ Time Out: _____

Please check the box if you are filling this form out for recurring reservations at Crossroads.

FEES

Crossroads will be rented in 4-hour or 8-hour blocks. All rates listed at the Non Member rate, members we receive a \$25 discount.

EVENT WITHOUT ALCOHOL	
4 hour meeting (only table and chairs used)	\$25.00
4 hour party of less than 20 people (no alcohol)	\$50.00
4 hour party of more than 20 people (no alcohol)	\$75.00

EVENT WITH ALCOHOL	
4 hour event of more than 20 people (w / alcohol)	\$100.00
8 hour event of more than 20 people (w / alcohol)	\$200.00
Deposit for all events with alcohol (refundable with acceptable inspection)	\$200.00 Check

If a group needs more set up or clean up time an additional \$25 per 4 hours will be charged.

Describe in detail the specific reason/purpose for the reservation:

Will this event be a surprise? Yes No

Will there be any entertainment and/or music planned? (No music will be played outside of the building past 9:00pm): Yes No

If yes, describe/identify in detail the type of entertainment and/or music:

Will alcohol be served? Yes No

* If yes, you must provide Proof of Insurance as required on the Hold Harmless/Indemnification Agreement. If minors are present and it is a large group Crossroads strongly advises hiring a paid server.

Total number of people expected to attend: _____ Number of children under 18 expected to attend: _____

Will this event be primarily attended by persons under age of 18? Yes No

Please note: Crossroads Rules and Regulations requires a responsible adult, age 21 or over, be in charge of events and be present at all times during rental period for activities involving minors.

Has, or will, this event be advertised and/or announced publicly in any way? Yes No

I hereby agree to follow all Crossroads Carnegie Art Center Rules and Regulations and acknowledge receipt of a copy of said rules. I hereby acknowledge that if I should need to cancel I need to do so within 48 hours of reserved date. I acknowledge that I am the individual responsible for the care and maintenance of the Crossroads during the period of use for which it is being rented. I understand I am responsible to assure that no artwork is damaged. I understand the highest care must be given to the 1909 Carnegie Library Building. I agree to indemnify and reimburse Crossroads for any and all damages resulting to Crossroads Property from the use of the Carnegie Library Building, normal wear and tear expected. I understand that failure to abide by the provisions, in the rental agreement and/or on the clean-up checklist will result in the loss of my privilege to use the community center free of charge.

I further understand that the Crossroads reserves the right, in its sole discretion, to unilaterally cancel and/or revoke this rental agreement and/or to terminate the planned/use event in progress, for any reason, including but not limited to: if utilization is for purposes other than that disclosed herein: or if inaccurate information is disclosed herein: or if the use/event is deemed hazardous to the public health, safety or welfare: or for noncompliance with any applicable Baker City Ordinance or State or Federal laws and regulations.

_____/_____/_____
Signature of Renter Date

Crossroads keys and security code needs to be picked up at Crossroads Monday thru Friday 10:00am to 5:00pm prior to your rental. If you forget your key and code Crossroads will charge you an additional \$25 for a staff member to come and let you in. Keys shall be returned to Crossroads within 48 hours following the event. A clean up checklist will be placed on the inside of the sound room door to be accessed during clean up.

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

This Hold Harmless/Indemnification Agreement (the "Agreement") is made this day of _____ between _____ at _____ (Hereinafter referred to as "Renter") and (Crossroads Carnegie Art Center, a 501 C 3 Non-Profit referred to as Crossroads")

In consideration for the use of the Crossroads Carnegie Art Center as permitted by the Crossroads Board of Directors and Staff by the undersigned, the parties hereby agree as follows:

1. Renter will not serve alcoholic beverages to any minor in violation of Oregon Law. Alcoholic beverages will not be served in conjunction with the use of Crossroads unless, and until, the Renter has provided Crossroads with proof of liability insurance in the amount of at least \$ 300,000.00.
2. The Renter agrees to indemnify, defend and hold harmless Crossroads, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments and expenses, of whatever nature, including reasonable attorney fees arising from, during or in conjunction with the Renter's use of Crossroads, of which may be caused in whole or in part by any act or omission of the Renter, or by any agent or employee of the Renter.
3. The Renter agrees to indemnify, defend and hold harmless Crossroads, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments, and expenses of whatever nature, including reasonable attorney fees, arising from, during or in conjunction with the Renters service of alcoholic beverages on the Crossroads premises during, or in conjunction with the Renter's its use of the said Crossroads Building.
4. The Renter further agrees to indemnify and reimburse Crossroads for any and all damages resulting to Crossroads property from the Renter's use of the Crossroads premises, including damage or theft of art work or property of Crossroads by the renter, guests or any member of their group or party they gave access to the building. Normal wear and tear excepted.
5. The Renter agrees that its use of Crossroads as contemplated in this Agreement will be in compliance with all applicable City ordinances, State and Federal laws and regulations.
6. Should it become necessary for Crossroads or someone on their behalf to incur costs and expenses to retain the services of an attorney to enforce this Agreement or any portion hereof, or to present a defense to claims arising from the situations identified above, the undersigned agrees to pay Crossroads all costs and attorney fees hereby expended or for which liability is incurred.



CROSSROADS CARNEGIE ART CENTER
ART FOR EVERYONE

7. Crossroads reserves, and the Renter recognizes and accepts, the Crossroads Board of Director and staffs absolute right to terminate usage of Crossroads including, but not limited to the Crossroads Carnegie Art Center at any time if any violation of this Agreement or City rules and/or procedures for such use are violated.
8. In compliance with ORS 471.410(2) Furnishing alcohol to a minor and, ORS 471.410(3) Controlling an area where minors are permitted to consume alcohol and ORS 471.567 Liability for serving minors; liability of a minor for misrepresentation of age, and it is the responsibility of the renter to understand all laws regarding the distribution of alcohol. It is the Renters responsibility to obtain any Oregon Liquor Permits. The Renter further understands that the Crossroads will not permit the serving of any alcoholic beverage, until and unless Crossroads receives notification from the State of Oregon that a Liquor License has been approved.
9. The undersigned, signing on behalf of Crossroads is empowered by said entity and by the authority of its Board of Directors, if applicable, to bind said Renter to the terms and conditions of this Agreement.

_____/_____/_____
Signature of Renter Date

CROSSROADS CARNEGIE ART CENTER RENTAL UNDERSTANDING

- I understand that Crossroads Carnegie Art Center is a 1909 Historic Structure and that the utmost care must be taken to safeguard the building. This includes:
- Understanding the capacity of the building
 - Limiting alcohol consumption of your guests
 - Monitor the conduct and behavior of your guests including assuring that the artwork in our galleries and all property of the art center is not damaged or stolen.
 - Intense supervision of all minor children (in fact it is encouraged that after the wedding or reception is completed to arrange for a babysitter to take the children off site.) Reasons: Every pane of glass in the building is single pane handmade glass and through the natural energy of children and their games it would be so easy for them to break or fall into one of the windows.

CROSSROADS CARNEGIE ART CENTER RULES & REGULATIONS

1. The upstairs of the art center is seldom used by events unless special arrangements are made. The upstairs restroom is the ADA complaint restroom and if your party has a person needing this restroom they need to be escorted up the elevator. Only the ground floor entrances should be used.
2. Each group is responsible for orderly conduct and must leave Crossroads in the same order as it was before their use. Renter is responsible for sweeping, mopping, cleaning the kitchen, and emptying garbage into dumpster before leaving the art center.
3. Any damages done to the building, including any plumbing problems arising from your use of the building, will be charged to the renter.
4. The City of Baker City's noise ordinance will be enforced by the police department.
5. Animals are prohibited from the inside premises of Crossroads with the exception service animals.
6. Crossroads is NOT responsible for lost, damaged or stolen personal items during your rental period.
7. If the deposit is withheld because of the renter's maliciousness or negligence the renter or their agents or hired staff is barred from renting Crossroads again.
8. No decorations are allowed on the Community Center walls. Decorations may be placed on tables but must leave no marks or residue when removed. Confetti, glitter and candles (battery operated candles are acceptable) are not allowed. Helium balloons must be removed before the close of business if they are left in the studio they will set off the alarms.
9. Decorations or lights can only be hung from running fishing line from the exhaust piping in the downstairs studio. No staples, pins, or adhesives can be used on the walls, cabinets or ceilings. Staples, pins and adhesives can be used on the chair railing on the walls. All staples, pins and adhesives must be removed. The use of command adhesive no stick hangers and hooks are allowed and must be removed. If the walls or ceilings are damaged renter is responsible for the cost of a plasterer and painter to make the repairs.