

**CacheARTS**

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**CACHE VALLEY CENTER FOR THE ARTS**

BULLEN CENTER † ELLEN ECCLES THEATRE † THATCHER YOUNG MANSION

**Office Use Only**

Event: \_\_\_\_\_

Date: \_\_\_\_\_

Signed Contract

Deposit

Paid in full

Deposit Refund

***Thatcher-Young Mansion Rental Contract***  
***35 West 100 South, Logan, UT***

*Please note that music from other offices may be heard throughout the building and traffic ways will be publicly available.*

**Thatcher-Young Mansion 1<sup>st</sup> Floor:**

- \_\_\_\_\_ \$20/hr Thatcher-Young Mansion 1<sup>st</sup> Floor
- \_\_\_\_\_ \$10/hr Non-Profit Rate
- \_\_\_\_\_ \$8/hr School-Time Rate Sept-May, Mon-Fri, 9AM-2PM for classes meeting 3+ days/month

**Thatcher-Young Mansion 2<sup>nd</sup> Floor Gallery:**

- \_\_\_\_\_ \$10/hr Thatcher-Young Mansion 2<sup>nd</sup> Floor Gallery
- \_\_\_\_\_ \$8/hr Non-Profit Rate
- \_\_\_\_\_ \$6/hr School-Time Rate Sept-May, Mon-Fri, 9AM-2PM for classes meeting 3+ days/month

**Other Rates/Fees:**

- \_\_\_\_\_ \$50/hr Use beyond building hours (Mon-Sat 9am-9pm)
- \_\_\_\_\_ \$20/hr Photo Shoot-*unrented spaces in the Bullen Center or Thatcher-Young Mansion*
- \_\_\_\_\_ \$200 Damage-Cleaning Deposit
- \_\_\_\_\_ \$65 Gallery Walk Event
- FREE Art-work display. Must be scheduled and approved in advance. Signed Agreement required.

**Notes:**

# *Thatcher-Young Mansion Rental Contract*

## ***Rental and Additional Fees***

- When renting the facility the Renter will have use of tables and chairs.
- In addition to rental fees, Cache Valley Center for the Arts (“CacheArts”) reserves the right to hire, at the Renter’s expense, any additional personnel it deems necessary. Such personnel may include security, sound and lighting technicians and additional staff to assist during the event.
- Security will be provided by CacheArts at Renter’s expense at \$75 minimum for up to five hours under the following conditions: if the event is open to the public, at CacheArts’ discretion based on the type of event, or if the majority of the patrons are under the age of 25. Events exceeding the 5 hours will be required to purchase another 5 hours at the aforementioned \$75 price.

## ➤ ***Payment Schedule***

- Events are confirmed with a reservation deposit of 50% of the Rental fee, all of the \$200 Damage & Cleaning fee and the Rental Contract signed by both the Renter and Reservationists.
- The remaining balance is due **TWO WEEKS** prior to the scheduled event.
- The Set-up sheet is also due at the time of the final payment.
- Deposits will be refunded within two weeks after the scheduled event if no problems arise and/or there are no additional charges. If any part of the deposit is kept an explanation will be sent.

## ➤ ***Cancellation Policy***

- A refund will be given if cancellation is done 90 days prior to event, however a \$25 administration fee will be charged for the cancellation.
- If cancellation is done 60 days prior to event a 20% refund will be given.
- If cancellation is done less than 60 days prior to event no refund will be given.
- If Renter fails to hold the event at the time agreed, CacheArts will retain the collected fees.
- Cancellation must be done in writing.

## ➤ ***Decorations***

- All decorations and linens must be supplied by the Renter. ***Initial:*** \_\_\_\_\_
- Decorations **NOT** allowed in the building or on the grounds are as follows: **bubbles, sand, straw, hay, glitter, silly string, sequins, confetti, rice and birdseed.** ***Initial:*** \_\_\_\_\_
- Candles or flames of any kind are not allowed. ***Initial:*** \_\_\_\_\_
- Smoke, haze, or fog machines are not allowed. ***Initial:*** \_\_\_\_\_
- Only BLUE Painter’s tape or our hooks and chains may be used to affix decorations to walls, mirrors, windows, railings and chairs. Nails, push-pins, and sticky putty/glues, 3M hooks are not allowed. ***Initial:*** \_\_\_\_\_
- Installation of special platforms, scaffolding or rigging or other apparatus requires the approval of CacheArts.

## ➤ ***Parking***

- There is no designated Cache Valley Center for the Arts parking.
- Parking is available on the street and in various public parking lots within one to two blocks of the facility. When parking on the street, please refer to all posted signs.
- All the lots west of Cache Valley Center for the Arts are private parking lots and are strictly enforced by their owners. CacheArts has no control over them and violators may be booted, towed or fined.
- CacheArts will provide the Renter with a parking map to distribute to guests; it’s then the Renter’s responsibility to inform guests of their parking options.

## *Thatcher-Young Mansion Rental Contract*

### ➤ *Load-in, Load-out, Clean-up, Food, Overtime and Damage Fees*

- Renter must make arrangements with CacheArts for temporary load-in and load-out in handicap parking near the Thatcher-Young Mansion's front entrance.
- Renter must move vehicles from these areas immediately following load-in or load-out.
- If activity or clean-up goes beyond the Renter's allotted time, CacheArts will charge \$100 per hour for building maintenance services. **Building will be closed and locked at midnight.**
- Building maintenance staff are the only persons allowed to move or remove any items belonging to the facility, i.e. tables, chairs, piano etc. **Initial:** \_\_\_\_\_
- **Only clear (non-alcoholic) liquids or non-staining finger foods are permitted on carpeted areas. Stains from spills will result in loss of a portion or all of the deposit. Initial:** \_\_\_\_\_
- Unless prior arrangements have been made, clean-up should be completed by the Renter immediately following the activity.
- **The Renter will be held responsible for the behavior of their guests and all their vendors.** If the facility does not meet the posted clean-up requirements the Renter may lose a portion, or all, of the Damage & Cleaning fee.
- CacheArts will not be held responsible for any items left behind by the Renter.

### ➤ *Governing Law and Indemnification*

- Renter agrees to comply with all laws, ordinances and rules of the City of Logan, State of Utah and the United States applicable to the use of the premises and to pay any taxes or fees that may be imposed by law in connections with the use and occupancy of the facilities.
- Renter indemnifies CacheArts against and holds CacheArts harmless from all liabilities, expenses, and losses, including attorney's fees, incurred by CacheArts as a result of (a) failure by the Renter to perform any covenant required to be performed by it hereunder; (b) any accident, injury or damage which shall happen in or around the designated premises resulting from Renter's use of the premises, or any equipment related thereto, except for such accident, injury or damage which results from the sole negligence of CacheArts, its agents or employees; (c) failure of Renter to comply with any requirements of any governmental authority; and (d) failure of Renter to obtain appropriate copyright and performance rights from the license holder. **Renter further agrees to waive all claims against CacheArts on account of any loss, damage or injury from whatever cause which may occur to it or its property in the use and occupancy of the premises, the giving of this waiver being one of the considerations upon which this Renter Agreement is granted.**

### ➤ *Other Policies*

- Renter agrees it will not admit a larger number of persons than can safely be accommodated in the facility. If capacity is reached, CacheArts reserves the right to turn away guests until capacity is below restrictions, as stated on the Thatcher-Young Mansion setup page.
- **Children (18 and under) must be properly supervised at all time.** For no reason should any child or group of children be left unsupervised. If these conditions are not met, children and their parents may be asked to leave, the event may be terminated or a portion/all of the Damage & Cleaning fee may be withheld. **Initial:** \_\_\_\_\_
- CacheArts reserves the right to remove, or cause to be ejected from the premises, any objectionable person or persons.
- Renter must comply with the direction of security and/or CacheArts personnel. If Renter does not comply, Renter and Renter's party will be escorted from the building by security and the event may be terminated.
- The facility is a smoke-free and alcohol-free environment. The un-lawful possession or use of controlled substances is prohibited on the premises. **Initial:** \_\_\_\_\_
- Renter warrants and represents that it has obtained the appropriate performance licenses necessary for its proposed use of the facilities for the specified dates and times and agrees that CacheArts has no responsibility to confirm such performance licenses.

## *Thatcher-Young Mansion Rental Contract*

- Renter agrees to provide all advertising and promotion at its own cost for the events covered by agreement.
- **If amplified music is used for the event, sound restrictions will be in place during the time of an Ellen Eccles Theatre performance. Sound levels will then be set and determined at the sole discretion of the CacheArts staff. *Initial:*\_\_\_\_\_**
- Renter shall not assign or transfer this Agreement or sublet any portion without written consent of CacheArts.
- Any misrepresentation of the purposes for renting the Thatcher-Young Mansion will be cause for legal action, including all costs associated with or resulting from any violation of this agreement by Renter, including attorney costs.

➤ ***Regulations/Provisions***

- Renter understands that CacheArts manages the Thatcher-Young Mansion and the ancillary facilities whose principal address is 43 South Main Street, Logan, Utah, and which are owned by the City of Logan. The City of Logan (“City”) is a political subdivision of the State of Utah and is subject to the Utah Governmental Immunity Act (the “Act”); Section 63-30-1 et seq., Utah Code Ann. (1953, as amended). Nothing in the Agreement shall be construed as a waiver of any rights or defense otherwise applicable to the City under the Act, including the provisions of Section 63-30-34 regarding limitations of judgments.

Please indicate where you would like your cleaning deposit refund sent:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\*If deposit was paid with a credit/debit card, would you like the deposit refunded back to that card? Yes: \_\_\_\_\_ No: \_\_\_\_\_ (if “No” we will mail a check to the address listed above)

## *Thatcher-Young Mansion Rental Contract*

Name of Event/Organization: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Load in Time: \_\_\_\_\_ Load Out Time: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Total \$ \_\_\_\_\_ 1<sup>st</sup> Payment \$ \_\_\_\_\_ 2<sup>nd</sup> Payment \$ \_\_\_\_\_

1<sup>st</sup> Contact Name: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

2<sup>nd</sup> Contact Name: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Anticipated Number of Guests: \_\_\_\_\_

Will the majority of the patrons attending be under the age of 18? \_\_\_\_\_

Is this event open to the public? \_\_\_\_\_ Is there a cost to attend this event? \_\_\_\_\_

Ticket Price? \_\_\_\_\_ Will there be a live band/DJ? \_\_\_\_\_

I have read and agree to conform to and/or enforce the terms set forth in the Thatcher-Young Mansion Rental Contract. As the Renter, I hereby agree to be personally responsible on behalf of myself/my organization for damage sustained to the Thatcher-Young Mansion caused during my event. This contract is not valid until signed by all parties. All changes to this contract must be in writing.

### AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Renter Date

\_\_\_\_\_  
Reservationist Date

\_\_\_\_\_  
Facilities Manager Date

\_\_\_\_\_  
Executive Director Date