

DREAMWRIGHTS CENTER FOR COMMUNITY ARTS
100 Carlisle Avenue York, PA 17401
(717) 848-8623

APPLICATION AND TERMS FOR RENTAL OF SPACE
(Nonmember Rates)

I. **INTRODUCTION.** DreamWrights offers to rent space, when available, to individuals and organizations who are not members of DreamWrights, subject to the submission of this Application and the terms and conditions set forth herein.

II. **DREAMWRIGHTS MISSION STATEMENT ADHERENCE.** The actions of anyone wishing to rent space must adhere to the mission of DreamWrights, as follows:

DreamWrights Center for Community Arts provides creative educational experiences through inclusive intergenerational performance and theatre arts programming.

III. **THEATRE RENTAL RATES**

<u>Space</u>	<u>Fee Up To 4 Hours</u>	<u>Each Addt'l Hour</u>
Conference area/ Board Room* (max 20 people)	\$100.00	\$20.00
Concessions Area/Kitchen* (max 100 people without tables, 60 with tables)	\$250.00	\$50.00
Concessions Area/Kitchen/Main Lobby* (max 150 people without tables, 80 with tables)	\$275.00	\$55.00
Studio/Main Lobby* (Studio seating ranges from 75-100)	\$300.00	\$60.00
Studio/Main Lobby/Concessions/Kitchen* (max 200 people without tables, 80 with tables)	\$350.00	\$70.00
Blue Lobby/Main Stage Theatre* (maximum 170 people)	\$400.00	\$80.00
Both Lobbies/Main Stage Theatre/Concessions* (max 170 people in theatre)	\$600.00	\$120.00

* Additional staffing fee of \$20.00 per hour.

A DreamWrights technician may be hired to run theatre lights and sound, if needed, for \$20.00 per hour.

ATTACHMENTS

1. DreamWrights Rental Application Form, Fee Payment Schedule and Cancellation Policy
2. Rules and Regulations
3. Cleaning Requirements
4. Release and Indemnification Agreement

RENTER: The undersigned, being an authorized officer or agent for the Renter, hereby agrees as follows, I have read the Fee Calculation, Payment and Cancellation Policies, the Rules and Regulations and Cleaning Requirements and I have separately signed and submit with this Application the Release and Indemnification Agreement and agree to be bound by its terms.

DREAMWRIGHTS: Approval is hereby granted for the facilities, as set forth in Rental Application Form submitted by Renter, for the date and purpose listed.

RENTER: _____

DreamWrights Center for Community Arts

Signature Date

Signature Date

Print Name

Print Name

Title

Title

DREAMWRIGHTS RENTAL APPLICATION FORM

Application Date: _____ Rental Date(s): _____ Time: _____

Renter: _____

Renter's Address: _____

Renter's Phone (day) _____ (cell) _____

Renter's Representative: _____

Specified Space: _____

Purpose of Use: _____

Will alcohol be served? _____ Type of alcohol: _____

(Renter must provide proof of an insurance policy/rider covering the sale or distribution of alcohol with DW names as one of the insured. See regulation #7.)

FEE CALCULATION:

Space Required: _____

Rental Fee: _____
(4 hr. rate + addt'l 1 hr. rate, if needed)

Staffing Fee: _____
(total hours x \$20.00 per hour)

Technician Fee: _____
(total hours x \$20.00 per hour)

TOTAL: _____

FEE PAYMENT POLICY

Full payment OR 20% Nonrefundable Deposit due with contract: _____

\$100 Security Deposit (will be returned at end of rental): _____

Balance Due 2 weeks prior to event: _____

CANCELLATION/REFUND POLICY

All rental payments paid to DreamWrights per this Application are NON-REFUNDABLE.
The \$100 Security Deposit is refundable per the terms of this Rental Agreement.

RULES AND REGULATIONS

1. If an individual, Renter must be 21 years of age or older.
2. An Application must be submitted in writing and delivered to DreamWrights at least two weeks prior to the event. The listed fees are for one day only and additional day(s) for set up or multiple day events require payment of the per day fee. Any deviation from the fee schedule must be approved by DreamWrights prior to the rental date.
3. A 20% non-refundable deposit and \$100 security deposit is due with the submission of the Application. The security deposit will be refunded if no damage to the property is found and no additional cleaning is required or if the event is cancelled.
4. All food must be carry in, carry out.
5. Renter is responsible for all clean-up before leaving the building.
6. Tobacco use of any kind is prohibited within the confines of the DreamWrights building and within 20 feet of any building entrance.
7. The serving or distribution of alcoholic beverages will be approved by the BOD for rentals and special events on a case by case basis and must comply with the Pennsylvania Liquor Control Board Regulations and DW Rental Policy. Alcohol consumption will be limited to areas designated by DreamWrights BOD or Executive Director. All renters must provide proof of an insurance policy/rider covering the sale OR distribution of alcohol for that event. The rider must name DW as one of the insured. For rentals/events in which tickets/admission is charged where alcohol is provided for purchase, alcohol must be served by a certified/licensed bartender.

DISCLAIMER:

DW assumes no responsibility for any liability of any nature arising from the use of alcoholic beverages on the property of DW pursuant to any permission for such use granted by DW under this policy. Any person receiving permission or approval under this policy to use alcoholic beverages on the property of DW shall indemnify and hold harmless DW from any liability damage or claim, including counsel fees, arising from such use. Access to basement, second, and third floors and use of theatre lights and sound systems is prohibited (DreamWrights technician is available for hire)

8. Renter will comply with occupancy limits for specified space, as set forth in the Application and Terms for Rental Space.
9. Liability for all damages to the premises will be charged to the renter.
10. Renter assumes responsibility and liability for all persons attending the event, and agrees to hold DreamWrights harmless for any injuries to any persons or damage to personal property.
11. Renter must furnish a Certificate of Insurance at least five (5) days prior to the event. A Special Events Endorsement for at least one million dollars (\$1,000,000) must be obtained by Renter to cover the specific day, location, and time of your event. If the Certificate of Insurance is not provided on or before the time period specified, the event shall be treated as having been canceled, in which case all payments to DreamWrights will be forfeited.
12. DreamWrights will provide an on-site manager during the event.
13. The entry doors will be unlocked 30 minutes prior to start and end of the event and otherwise remain locked throughout the event. The DreamWrights buzzer entry system must be used for late arrivals.

14. The facilities must be returned to their pre-rental state at the end of the rental period. Cleaning Requirements are attached to the Application. Failure to comply with the Cleaning Requirements will result in a cleaning fee. Utility instructions must be adhered to.
15. Use of the DreamWrights facilities is limited to those rooms specified and paid for on the rental application. The Renter is responsible for ensuring order and protection of the facilities and for keeping all people restricted to the rooms rented and the adjoining bathroom facilities.
16. All events must end by 11:00 P.M. and the building vacated by 12:00 Midnight.

CLEANING REQUIREMENTS

There is a \$100.00 security deposit required at the time of signing the rental application. This deposit will be refunded after the premises have been inspected and found to be in satisfactory condition as outlined below. Inspections are performed prior to and after the rental period. Refund checks will be mailed during the regular monthly disbursements by DreamWrights.

DINING AREA/MAIN ENTRANCEWAY

1. wet mop all spills
2. remove Renter's trash, decorations, etc. from DreamWrights

KITCHEN (If used)

1. clean sink
2. wash all dishes and utensils and return to proper place
3. wipe all surfaces
4. remove Renter's trash decorations, etc from DreamWrights
5. sweep floor

(*) Recycling is mandatory

RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement (this "Agreement") is made between DreamWrights Center for Community Arts ("DreamWrights"), Inc., a non-profit Pennsylvania Corporation located at 100 Carlisle Avenue, York, Pennsylvania 17401 and the undersigned (herein referred to as "Renter").

This Agreement is made between DreamWrights and the Renter as a result of the Renter leasing a portion of the DreamWrights facilities located at 100 Carlisle Avenue, York, Pennsylvania, 17401 in exchange for rent paid (the "Rental Agreement").

The Renter acknowledges that DreamWrights would not have entered into the Lease but for the Renter entering into this Agreement

In consideration of the Rental Agreement and intending to be legally bound hereby, the Renter, on behalf of itself, its successors, and assigns, hereby fully releases, acquits, and forever discharges the DreamWrights Youth & Family Theatre, its officers, directors, agents, members, employees and volunteers (collectively the "Indemnified Parties") from any and all suits, actions compensation, consequential damages, punitive damages, or any other thing whatsoever on account of, or in any way growing out of, any and all property damage, personal injuries, illnesses, death or any other thing resulting or to result from any occurrence or accident that may happen as a result of or arise out of rental or use of DreamWright's facilities. The Renter, by signing this rental agreement, hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any such claims brought by any person or entity arising from the Renter's use of the DreamWrights facilities.

This Release is a release of future claims that may arise from Renter's use of DreamWright's facilities, whether those claims are currently known, unknown, foreseen, or unforeseen. The Renter does hereby agree to indemnify and hold DreamWrights, its board, staff, agents and volunteers harmless from any such claims.

The Renter does understand and acknowledge the significance and consequence of the specific intention to release all claims and hereby assumes full responsibility for any injuries, damages, losses, or liability that may hereafter incur from the above specified use.

The Renter represents to DreamWrights that Renter currently carries, or agrees to obtain, liability insurance, as set forth in the Rules and Regulations, which will cover the use of the DreamWrights facility before, during and immediately following the contemplated event.

The Renter and DreamWrights, by their duly authorized officers or agents, have executed this Agreement the date and year set forth opposite their respective names below, intending to be legally bound hereby.

RENTER: DreamWrights Center for Community Arts

Signature Date

Signature Date

Print Name and Title

Print Name and Title