



YOUNGSTOWN CULTURAL ARTS CENTER RENTAL POLICIES

ACCESSIBILITY

The Youngstown Cultural Arts Center is fully ADA accessible, including ramping and elevators for people with special mobility needs.

ADMISSIONS TAX/LICENCES

Renter is responsible for obtaining any and all appropriate performing rights or licenses prior to the event, when performing rights or licenses are required. This includes ASCAP and BMI music licensing for any music used, be it specific or incidental to the event.

Renter is responsible for paying City of Seattle Admission Tax for public performances. Contact the Seattle Department of Finance at (206) 684-8412. Seattle Municipal Code 5.40.020 requires an admissions tax be levied and imposed on every individual admitted to any event for which there is a charge for admission, whether or not that person has paid for admission, and that such admissions tax be remitted to the City of Seattle. Certain non-profit Arts or Human Services organizations may be exempt from the collection of admissions tax after receiving an exemption from the Seattle License and Tax Enforcement Office (206/684-8484). Renter certifies to Youngstown Cultural Arts Center that 1) they collect and remit admissions tax per SMC 5.40.020 or 2) have received an exemption from the City of Seattle. Renter furthermore indemnifies and holds Youngstown Cultural Arts Center harmless from Renter's responsibility for collecting and remitting admissions tax as required by law.

ALCOHOL

The distribution or sale of alcohol is solely the responsibility of the Renter and Youngstown Cultural Arts Center is not liable for any events or instances resulting from the availability or consumption of alcohol.

The Youngstown Cultural Arts Center requires that any user dispensing alcoholic beverages comply with the regulations of the Washington State Liquor Control Board. The service of hard liquor must be approved by Youngstown Cultural Arts Center in writing two weeks in advance of the event and Youngstown Cultural Arts Center, at its sole option, may require security guards, additional event managers, and added security deposit, at the expense of the Renter.

Youngstown Cultural Arts Center requires all private events serving alcoholic beverages to obtain a banquet permit. If a Renter is selling alcoholic beverages, they are required to have a Liquor permit. Securing banquet/liquor permits is the sole responsibility of the Renter. Approval of rental will be granted once a copy of the permit to serve alcoholic beverages is received (two weeks prior to event) and the guidelines are met.

A copy of the permit will be kept in the organization's file. Any event where alcohol is served requires a Youngstown staff member to be present during the entire event. Youngstown Cultural Arts Center reserves the right to deny use of alcohol for any reason.

CATERING

Renter may select the caterer of their choice. Renter and or their caterers are responsible for bringing any items needed for food service. The Youngstown Cultural Arts Center does not provide equipment or serving utensils.

CLEANING

Renter is expected to clean up after the event is completed. Rental spaces should be left as when entered, with the

exception of garbage which must be taken out to the dumpsters in the North East corner of the building. All items brought by Renter must be removed, including all decorations. Approval must be given by the Cultural Center Manager or Director for leaving any equipment.

Vacuums, brooms and other cleaning supplies will be made available to Renters to return the spaces used to the condition in which they were found. Any special cleaning required after an event (for example, excessive spillage/staining on rugs and floors) will be charged to the Renter.

For events where food/beverages are served, and/or at the discretion of the Youngstown Manager or Director, a janitorial fee will be required as part of the rental agreement.

Any failure to comply with basic set-up and clean-up policies will result in the loss of the security deposit and/or additional charges.

DAMAGES

Renter is responsible for all damage to property and equipment caused by its agents or their patrons. Such damage is inclusive of the physical facility, equipment contained therein, the exterior of the building, the sidewalks surrounding the building, and any other merchandise or goods inside the building and caused by Renter or its agents or their patrons.

Renter is responsible for reporting any damage made to Youngstown Cultural Arts Center premises immediately following the event. Any failure to report damage will result in the loss of the security deposit and/or additional charges.

Youngstown is not responsible for items left, lost, or stolen.

DONATED SPACE

Availability of donated space is limited. To request a space donation, please complete a space donation application. Please refer to our [Rental Rates](#) document for more information on our non-profit discounts.

EVENT PUBLICITY

No promotion, publicity, or advertising (printed or otherwise) may state, imply, or allude to any sponsorship by or affiliation with the Youngstown Cultural Arts Center or Delridge Neighborhoods Development Association (DNDA) unless explicitly agreed upon with the Cultural Center Director. Any mention of Youngstown or DNDA in print must be described as follows:

Youngstown Cultural Arts Center
4408 Delridge Way SW - Seattle, WA 98106
206.935.2999 - www.youngstownarts.org

Delridge Neighborhoods Development Association
4408 Delridge Way SW – Seattle, WA 98106
206.923.0917 - www.dnda.org

Printed materials must also include a small version of the Youngstown Cultural Arts Center logo and the Delridge Neighborhoods Development Association logo. Copies of the logos can be acquired by contacting the Youngstown staff.

Unless Renter specifies that their event NOT be listed, all event information will be listed on the Youngstown website: www.youngstownarts.org

INSURANCE

Renter will evidence one million dollar (\$1,000,000) comprehensive/general liability policy adding Delridge Neighborhoods Development Association (DNDA) as an additional insured party. An insurance certificate must be delivered to Youngstown Cultural Arts Center a minimum of three (3) days before the day of the event. Insurance requirement can be waived in writing by the Youngstown Cultural Arts Center Reservations Manager or Director. Waiver of insurance requirement, or failure to provide proof of insurance, does not remove liability from the renter. Renter remains liable for any property damage or personal injury incurred during rental.

Renter hereby indemnifies and holds harmless Youngstown Cultural Arts Center and Delridge Neighborhoods Development Association (DNDA) and any of its agents and employees, from all liability for any acts or omissions of Renter, its employees, volunteers, audience members, licensee and invitees arising out of or related to the event, excluding those liabilities arising from the negligence of Youngstown, its employees or agents.

PAYMENT INFORMATION

Deposit Requirements

A deposit of fifty percent (50%) of the base rental fee and a signed rental policies agreement are due upon making a reservation. Failure to submit the deposit and policies agreement at least 14 days before the event date(s) will result in the forfeit of schedule priority, putting the reservation at risk of cancellation in favor of paying renters.

Payment

Payment of all fees is due prior to the rental date(s). Payment in full is accepted at any time. Make checks payable to DNDA. **Checks returned by the bank upon which they are drawn for any reason will result in a \$40.00 fee.**

Cancellation Policy

Any cancellation by the Renter with less than fourteen (14) days notice results in a forfeit of the fifty percent deposit. Any cancellations prior to fourteen (14) days' notice, but within thirty (30) days notice results in a forfeit of one half (1/2) of the fifty percent deposit. Any cancellation due to failure to fulfill the requirement of this contract results in a loss of full deposit. A cancellation can be written, e-mailed, or in-person at Youngstown Cultural Arts Center. A cancellation left on voice mail or an answering machine is not acceptable.

Additional Payment Information

Any miscellaneous incurred fees will be billed after the event. Charges for damages, excessive cleaning, or violation of the contract will be added to the final bill. Renters exceeding their reserved time will be charged the applicable hourly rate. An additional fee to the room rental fee will be charged for staff time spent in excess of agreed upon times. The final balance is due within thirty (30) days after receipt of the invoice. Make checks payable to DNDA.

Security deposit

The Youngstown Cultural Arts Center will retain the right to demand a security deposit not to exceed five hundred dollars (\$500) from the Renter, to be refunded within thirty (30) days of the completion of the event, as authorized by a Youngstown Cultural Arts Center staff member. This deposit may take the form of either:

- A credit card imprint for the amount of up to five hundred dollars (\$500), which WILL NOT BE CHARGED unless significant damage occurs to the building or any other Youngstown Cultural Arts Center property.
- A signed check in the amount of up to five hundred dollars (\$500), which WILL NOT BE DEPOSITED unless significant damage occurs to the building or any other Youngstown Cultural Arts Center property.
- Cash, in the amount of up to five hundred dollars (\$500), which WILL NOT BE DEPOSITED unless significant damage occurs to the building or any other Youngstown Cultural Arts Center property.

If any portion of the security deposit is retained, Youngstown Cultural Arts Center will provide a written report to Renter detailing the nature of the damage alleged to have been caused and itemizing the associated costs.

PROMENADE GALLERY

All art exhibits must be approved through Cultural Center Manager or Cultural Center Director. After receiving approval, the art exhibit is booked with the Youngstown Cultural Arts Center. The gallery hours coincide with the Youngstown Cultural Arts Center's office hours, Monday - Friday, 10:00 AM to 6:00 PM or by appointment. The gallery also serves as the main promenade through the facility and thus is open without supervision during evening and weekend events, and Youngstown Cultural Arts Center can not be held responsible for any damage or theft that occurs. There is limited storage space for the gallery; all work must be removed from the gallery promptly at the end of each exhibition. Artwork designed to be exhibited on the wall must be capable of being installed on a hanging rail. Nothing may be affixed directly to, on, or through the wall. If needed, the exhibitor must furnish pedestals, plinths, and vitrines for three-dimensional work.

Artists are responsible for all aspects of their exhibition including transporting artwork to and from the facility, installation and de-installation, publicity and promotions, receptions, and sales. The Youngstown Cultural Arts Center staff will provide technical assistance and advice with respect to installation and lighting.

Exhibitors are required to sign a contractual agreement detailing the above responsibilities and terms to confirm the exhibition (opening reception dates, installation and take down date + time to be confirmed upon signing agreement).

PARKING

Parking for Renters and guests is allowed in the 54-stall lot on the north side of the building. Parking is prohibited in the residential lot on the east (back) side of the building. Unauthorized vehicles parked in this area will be towed at owner's expense.

LOADING & UNLOADING

Renters should use the loading areas providing access to the workshop, multi-purpose space, dressing rooms, theater and backstage area, and the kitchen. The loading areas are located along the back side (east) of the Youngstown Cultural Arts Center. The roll-up doors are kept locked, so a user delivering materials should advise the Cultural Center Manager or Director of an expected arrival time. **At no time is it acceptable for vehicles to be parked in the fire lanes.**

NON-PROFIT ORGANIZATIONS

In order to receive non-profit rates, Renter must provide a copy of the renting organization's 501(c)3 letter from the IRS stating that organization is a non-profit organization. Until we receive the copy, the event will be priced at for-profit organization rates.

QUIET HOURS

There are three floors of residences above the Youngstown Cultural Arts Center. Seattle's noise ordinance is in effect from 10:00 pm – 7:00 am weekdays and 10:00 pm - 9 am weekends. Please help Youngstown to be a good neighbor and retain the capability of holding great events by maintaining quiet during any activity around the Youngstown Cultural Arts Center and while exiting the building after 10:00 pm.

AFTER-HOURS STAFFING

For events that fall between 10 pm and 9 am, the Renter is required to pay after-hours staffing charges. For questions regarding staffing rates, please contact the Reservations Manager.

RESPONSIBILITY

Contracts will be approved for adults who are at least 21 years of age and who accept responsibility and attend the event providing supervision throughout the period covered by the contract. Name(s) of person(s) who will be on the site and in charge at the Youngstown Cultural Arts Center throughout the course of the event must be given to the Cultural Center Staff prior to the event. Only those persons specified by the applicant will be permitted to

make additions or changes to the signed contract. For events involving minors, the Youngstown Cultural Arts Center requires one (1) adult chaperone per twenty (20) attendees to be present during the entire length of the event. Renter must submit a list of chaperones with contact information prior to the event.

SAFETY AND SECURITY

Some events, for various reasons (including, but not limited to, crowd size, number of volunteers, the complexity of set-up, presence of children, serving of alcohol) require additional event oversight or security personnel. Youngstown Cultural Arts Center reserves the right to add, at the Renter's expense, additional oversight or professional security to make every event safe and successful.

Renters may provide their own security measures provided such measures are approved by Youngstown Cultural Arts Center in advance of the event.

Youngstown Cultural Arts Center reserves the right to delay the opening of any event in the case that the Premises are not deemed safe or appropriate for public admission.

Youngstown Cultural Arts Center reserves the right to temporarily halt the admission of patrons to any event if Youngstown Cultural Arts Center believes capacity for the event has exceeded safe management of the Premises.

SIGNAGE

The locations of all activities in the Cultural Center are posted daily in the office. Signs may not be affixed to any permanent walls or equipment. No decorations or other items may be tacked, taped or affixed in any way to the walls, pillars, or any other surface of the building inside or out. Temporary directional signs on their own supports may be in place the day of the event, but must be approved by the Cultural Center Manager or Director and must be removed immediately after the event. No signs are permitted along Delridge Way SW in front of the Youngstown Cultural Arts Center. Posters or fliers announcing the event may be displayed in the Cultural Center's display cases at the discretion of the Cultural Center staff.

SMOKING

Smoking is prohibited throughout the entire building and within twenty-five (25) feet of any entrance.

STAFF REQUIREMENTS

Youngstown Cultural Arts Center requires a minimum of one (1) staff person for any event open to the public. Additional fees may apply.

Youngstown Cultural Arts Center requires Renter to hire in-house technical staff if technical equipment is being used, unless otherwise agreed upon in writing.

For events with 100 or more attendees, Youngstown Cultural Arts Center requires that the Renter hire a second House Manager. Renter must hire one House Manager for each additional 100 attendees.

Youngstown staff can assist renters in finding staff to suit their event needs. Event Staff serve as the official Youngstown Cultural Arts Center representatives. A staff person will be on hand during events to answer questions, advise about space needs and assist if possible, however, Youngstown Cultural Arts Center staff is not responsible for set up or clean up.

TIMING

When establishing a rental time table, Renter will allow set-up and clean-up included in rental period. Caterers and others should be instructed not to arrive before the contracted rental time. Deliveries of rental equipment, cakes, flowers, etc., must be made during the rental period. Any set-up, clean-up or deliveries made outside of these times must be approved seven (7) days in advance with the Youngstown Cultural Arts Center staff. Youngstown Cultural Arts Center reserves the right to charge for non-approved delivery and pick up of rental items outside of normal hours of operations or set-up / clean-up times for event.

Renter will be charged from the time the first person associated with the organization enters the rental space, until the last person (volunteer, audience member, caterer or other service personnel) associated with the event leaves the building.

Youngstown Cultural Arts Center hours of operation are Monday - Friday 10am - 6pm. Hours of operation, evenings, and weekends are open for scheduled bookings. Arrangements can be made to extend event hours.

For information or if you have questions regarding your rental please contact Youngstown Cultural Arts Center, 206-935-2999

CONTACT INFORMATION / MEDIA RELEASE

By renting space at the Youngstown Cultural Arts Center, renter agrees to have rental contact information added to the Youngstown Cultural Arts Center mailing list. Renters may opt out of the mailing list by special request. Any photos taken of public events by Youngstown staff or affiliates are property of the Youngstown Cultural Arts Center and may be used for promotion of Youngstown Cultural Arts Center on the Youngstown and DNDA websites, printed marketing materials, and other online or print marketing avenues.

Signature below signifies that Renter has read and will abide by the Policies stated herein:

Renter

Youngstown Cultural Arts Center

Signature

Signature

Print Name

Print Name

Print Title

Print Title

Organization/Company

Date

Date

Reservation #