



# Mesquite Arts Center 2019-2020 Rental Agreement Form

This contract defines the terms and conditions under which the Mesquite Arts Center, (hereinafter referred to as MAC), and

\_\_\_\_\_ (hereafter referred to as the  
Your Name (printed)  
Customer) agree to the Customer's use of the MAC facilities on \_\_\_\_\_.

Event Date | Requested

This contract constitutes the entire agreement between the parties and becomes binding upon signature of both parties. The contract may not be amended or changed unless executed in writing and signed by MAC and the Customer.

### **Customer Information**

Customer Name(s):

\_\_\_\_\_

Address:

\_\_\_\_\_

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

Telephone #:

(H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Email Address:

\_\_\_\_\_

Contact Person Name: (if different than above)

\_\_\_\_\_

Phone: \_\_\_\_\_

### **Requested Rate:**

- Public Rental
- Non- Profit Rental
- Non- Profit for the Arts and Cultural Organizations Rental
- Mesquite Independent School District Rental
- City Employee Rental

### **Non- Profit Information:**

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

501 C3 EIN Number: \_\_\_\_\_ (Please Attach Form 990 Documents)



**Venue Selection and Occupancy:**

The venue(s) described above have been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue/s.

- Rehearsal Hall: 150 people
- Concert Hall: 500 seats
- Black Box Theatre: 120 people
  - Dressing Room
- Conference Room: 12 seats
- Wisenbaker Courtyard
- Library: 30- 40 people
  - Wedding Dressing Room- additional fee
  - Seminar
- Riser Room: 40 people
  - Concert Hall Dressing Room
  - Wedding Dressing Room- additional fee

**Hours of Operation:**

Monday- Friday: 8-5PM  
Saturday: Facility opens to rentals at 2PM  
Sunday: Facility opens to rentals at 2PM

**Event Information:**

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

Set- Up Time: \_\_\_\_\_ (Free 90 minutes with Rental; additional time will include additional fee)

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

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

Clean Up Time: \_\_\_\_\_ (Free 30 minutes with Rental; additional time will include additional fee)

Approximate # of Guests: \_\_\_\_\_

**Wedding Rehearsals:**

Wedding Rehearsals can be accommodated if date is available. Additional Rates **do** apply.

Wedding Rehearsal Request Date: \_\_\_\_\_

Time Requested: \_\_\_\_\_

Do you need us to set-up tables? \_\_\_\_\_

Amount: \_\_\_\_\_ (additional amount provided by MAC)



**Wedding Rehearsal Dinner:**

Wedding Rehearsal Dinner can be accommodated if date is available. Additional Rates **do** apply.

Wedding Rehearsal Dinner Request Date: \_\_\_\_\_

Time Requested: \_\_\_\_\_

Do you need us to set-up tables? (Please provide us with a sketch) \_\_\_\_\_

Amount: \_\_\_\_\_ (additional amount provided by MAC)

**Concert Hall Rehearsals:**

Concert Hall rehearsals can be accommodated if a date is available. Additional Rates **do** apply.

Concert Hall rehearsals Request Date: \_\_\_\_\_

Time Requested: \_\_\_\_\_

Do you need us to set-up tables? (Please provide us with a sketch) \_\_\_\_\_

Do you need a sound technician? (Additional rates apply)

Do you need a light technician? (Additional rates apply)

Amount: \_\_\_\_\_ (additional amount provided by MAC)

**Dance Recital Rentals:**

What type of dance recital is this? \_\_\_\_\_

Are you going to adhere special flooring on our stage? \_\_\_\_\_

\*\*\*Special Flooring is not provided by the MAC, and must be discussed with management prior to event. \*\*\*

**Rental Deposit and Payment Agreement:**

The total cost for the use of the MAC and its facilities described in this contract is listed below. To reserve services on the date(s) requested, the MAC requires this contract to be signed by the Customer and an initial payment of **\$100** for the use of the Concert Hall, Rehearsal Hall and Black Box. **\$50** for use of all other venues. The remaining balance will be due no later than thirty (30) days in advance of the event. Deposits and payments will be made by cash, card, money order or personal check (made out to City of Mesquite) on the schedule noted below. A receipt from the MAC will be provided for each.

**Deposit:** (not refundable if proposed event is cancelled; deposit will be applied towards proposed event)

\$100 Deposit    Date Applied: \_\_\_\_\_    C.O.M.# \_\_\_\_\_

\$50 Deposit    Date Applied: \_\_\_\_\_    C.O.M.# \_\_\_\_\_

**Reservations** are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.



# 2019-2020 Rules and Conditions

## Date Changes and Cancellation Policy

1. *Changes:* In the unlikely event the Customer is required to change the date of the event, every effort will be made by the MAC to transfer reservations to support the new date. The Customer understands that last minute changes can impact the quality of the event and that the MAC is not responsible for these compromises in quality. Customer must notify and choose date in 3 months from the date that the original event was cancelled. If the Customer does not choose a date in 3 months from cancellation, they will forfeit deposit and balance applied to original event.
2. *Cancellation:* In the event the Customer cancels the event, customer shall notify the MAC immediately in writing or by email to eguajardo@cityofmesquite.com. Once cancelled, Customer forfeits the initial deposit. The parties agree that the liquidation damages are reasonable.

## Event Set-Up Limitations

1. All property belonging to the Customer, Customer’s invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event at the times agreed upon. Should the Customer need earlier access for set-up purposes, this can be arranged for an **additional fee**. The Customer is ultimately responsible for property belonging to the Customer’s invitees, guests, agents, and sub-contractors.
2. All events must remove all décor after event ends. No rental items, due to rental contractors, can remain on the property after event.
3. Alcohol served must stop no later than 10:00 p.m.
4. Music (DJ or live music) must stop no later than 10:30 p.m.
  - a. Due to resident art events held by the Mesquite Arts Council. We reserve the right to decline music provided by DJ services or live music during “MAC event” dates.

## 2019

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|-----------------------------|-------------------------|-------------------------|---------------------------|------------------------------|
| ○ February 9 <sup>th</sup>  | ○ May 3 <sup>rd</sup>   | ○ June 14 <sup>th</sup> |                           | ○ August 23 <sup>rd</sup>    |
| ○ February 15 <sup>th</sup> | ○ May 4 <sup>th</sup>   | ○ June 15 <sup>th</sup> | ○ June 28 <sup>th</sup>   | ○ August 24 <sup>th</sup>    |
| ○ February 16 <sup>th</sup> | ○ May 5 <sup>th</sup>   | ○ June 16 <sup>th</sup> | ○ June 29 <sup>th</sup>   | ○ August 25 <sup>th</sup>    |
| ○ February 25 <sup>th</sup> | ○ May 10 <sup>th</sup>  | ○ June 17 <sup>th</sup> | ○ June 30 <sup>th</sup>   | ○ September 14 <sup>th</sup> |
| ○ March 16 <sup>th</sup>    | ○ May 11 <sup>th</sup>  | ○ June 18 <sup>th</sup> | ○ August 9 <sup>th</sup>  | ○ October 26 <sup>th</sup>   |
| ○ March 23 <sup>rd</sup>    | ○ May 12 <sup>th</sup>  | ○ June 21 <sup>st</sup> | ○ August 10 <sup>th</sup> | ○ December 14 <sup>th</sup>  |
| ○ April 5 <sup>th</sup>     | ○ June 3 <sup>rd</sup>  | ○ June 22 <sup>nd</sup> | ○ August 11 <sup>th</sup> |                              |
| ○ April 26 <sup>th</sup>    | ○ June 5 <sup>th</sup>  | ○ June 23 <sup>rd</sup> | ○ August 16 <sup>th</sup> |                              |
| ○ April 27 <sup>th</sup>    | ○ June 10 <sup>th</sup> | ○ June 24 <sup>th</sup> | ○ August 17 <sup>th</sup> |                              |
| ○ April 28 <sup>th</sup>    | ○ June 11 <sup>th</sup> | ○ June 25 <sup>th</sup> | ○ August 18 <sup>th</sup> |                              |

## 2020

- |                 |              |                         |                            |                             |
|-----------------|--------------|-------------------------|----------------------------|-----------------------------|
| ○ January 18th  | ○ March 1st  | ○ May 9th               | ○ July 15 <sup>th</sup>    | ○ October 16 <sup>th</sup>  |
| ○ February 8th  | ○ March 21st | ○ June 12th             | ○ July 16 <sup>th</sup>    | ○ October 17 <sup>th</sup>  |
| ○ February 14th | ○ April 17th | ○ June 13th             | ○ July 21 <sup>st</sup>    | ○ October 18 <sup>th</sup>  |
| ○ February 15th | ○ April 18th | ○ June 14th             | ○ July 22 <sup>nd</sup>    | ○ October 19 <sup>th</sup>  |
| ○ February 16th | ○ April 19th | ○ June 19th             | ○ July 23 <sup>rd</sup>    | ○ October 23 <sup>rd</sup>  |
| ○ February 17th | ○ April 24th | ○ June 20th             | ○ July 24 <sup>th</sup>    | ○ October 24 <sup>th</sup>  |
| ○ February 21st | ○ April 25th | ○ June 21st             | ○ July 25 <sup>th</sup>    | ○ October 25 <sup>th</sup>  |
| ○ February 22nd | ○ April 26th | ○ June 22nd             | ○ July 28 <sup>th</sup>    | ○ October 31 <sup>st</sup>  |
| ○ February 23rd | ○ April 27th | ○ June 23rd             | ○ July 29 <sup>th</sup>    | ○ November 16 <sup>th</sup> |
| ○ February 24th | ○ April 28th | ○ June 26th             | ○ July 30 <sup>th</sup>    | ○ December 21 <sup>st</sup> |
| ○ February 25th | ○ May 1st    | ○ June 27 <sup>th</sup> | ○ October 9 <sup>th</sup>  |                             |
| ○ February 28th | ○ May 2nd    | ○ June 28 <sup>th</sup> | ○ October 10 <sup>th</sup> |                             |
| ○ February 29th | ○ May 3rd    | ○ July 14 <sup>th</sup> | ○ October 11 <sup>th</sup> |                             |

5. All guests must be off the MAC premises no later than 10:30 p.m. the day of the event (except clean-up crew, with all clean-up to be completed by 11:00 p.m.)

### **Event Set-Up Limitations (continued)**

6. During set-up and decorating the use of glitter, fake snow, confetti, silly string, and small décor under 1" will not be permitted. By failing to comply by these rules will result in an **additional \$100 clean-up fee**.
7. Helium Balloons are not permitted inside the facility. They may be used on the exterior of the facility. Hand-blown balloons are permitted inside facility.

### **Site Vendors:**

Caterers: MAC does not require you to select any specific approved caterer. However, if you do choose to provide food at your event, it needs either to be provided by a licensed caterer, pre-packaged, or pre-made from a store.

1. Your caterer (if using) is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
2. MAC employees do not assist in set-up of décor.
3. MAC employees do not provide wait staff accommodations. Accommodations for wait-staff must be provided by customer through third party vendor.
4. All event trash must be disposed of in the designated areas at the conclusion of the event. MAC employees are not responsible for throwing out trash bags. Industrial trash bin is provided and located outside the back of the MAC.
5. All vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

Kitchen:

1. The MAC reserves the right to decline any request made by customer. The use of platters, coffee mugs, dispensers are for CITY use ONLY. Unauthorized use will result in a **\$100 fine**.
2. The MAC kitchen is a communal space for the entire facility. Due to the nature of how the MAC rents our multiple spaces in the facility on any given day, **this space is not the use of one rental**.

### **Responsibility and Security**

MAC does not accept any responsibility for damage to or loss of any articles or property left at the MAC prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to the MAC complex by the Customer(s), his guests, invitees, employees or other agents under the Customer(s) control. Further, MAC shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees, or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause. The Customer(s), as a material part of the consideration of this agreement, hereby waives on behalf all claims and demands against MAC for any such loss, damage, indemnify and hold MAC free and harmless from all liability of any such loss, damage or injury to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

### **Indemnity**

Customer agrees to indemnify and hold harmless MAC, its officer, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

### **Severability**

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforces as so limited.

### **Insurance**

MAC shall carry liability and other insurance in such dollar amount as deemed necessary to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify MAC which shall be named as an additional insured for the duration of this Contract.

**Clean-Up**

Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to Customer, Customer’s invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by MAC at the MAC cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. The MAC is not responsible for any property left behind by Customer, Customer’s guests, invitees, agents and sub-contractors.

The Customer is responsible for any and all damages to MAC Venues and surround site. It is the Customer’s responsibility to remove all decorations and return Venue to the condition in which it was received.

**Courtyard**

Due to landscaping, The MAC does not allow renters to puncture the lawn with any item. Décor can be applied outside, but items must be freestanding or use weights to secure.

1. Outside Furniture must remain in the Courtyard. Please discuss with management prior to rearranging.
2. Outside Artwork is the property of the MAC. Any damage to the artwork, will be the responsibility of the customer.

**Reservation of Rights**

The MAC reserves the right to cancel agreements for non-payment or for non-compliance with any of the **Rules and Conditions of Usage** set forth in the Agreement. The rights of MAC as set-forth in this Agreement are in addition to any rights or remedies, which may be available to the MAC at law or equity.

**Alcoholic Beverages**

The MAC will not pick up or sell any alcoholic beverages – It is understood and agreed that the Customer may serve beverages containing alcohol (including beer, wine and champagne) hereinafter called “Alcohol”, upon the following terms and conditions:

1. Under NO circumstances shall Client(s) sell or attempt to sell and Alcohol to anyone.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
3. Customer hereby agrees to use his or her best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
4. Customer hereby expressly grants the MAC, at MAC’s sole discretion and option, to instruct police officer(s) to remove any person(s) from the Venue, if in the opinion of the MAC representative in charge the person(s) is intoxicated, unruly or could present a danger to themselves of others, and/or the Venue.
5. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer’s function or event.
6. **NO LIQUOR IS ALLOWED ON PROPERTY.**

**Included Amenities**

Tables and chairs, kitchen usage (Communal space), projector, basic sound, podium HDMI cord, and one AUX cord.

**Additional Notes**

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**RESERVATION PROCESS**

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of a MAC Venue.

**The Rules and Conditions for Usage are incorporated herein and are made a part of hereof.**

Customer: \_\_\_\_\_  
(Customer)

\_\_\_\_\_  
(Signature) (Date)

MAC: \_\_\_\_\_  
By: \_\_\_\_\_ Date

