



FACILITY RENTAL AGREEMENT

(Revised 12/03/19)
Indoor Spaces Only

BREC Facility: The Art Room at Independence Park Theatre – 7800 Independence Blvd., Baton Rouge, LA, 70806

BREC staff who serve in a supervisory role of this facility, BREC Commissioners, and their immediate family members, are prohibited from renting this facility based on the Louisiana Code of Governmental Ethics.

I confirm that I am not limited by this prohibition. Initial: _____

Applicant/Company Representative: _____ Type of Activity: _____

Address of Applicant: _____ (City) _____ (State/Zip)

Phone: (H): _____ (W): _____ (Cell): _____

Email Address: _____

Date of Event: _____ Event Time: _____ to _____

*Hours for the rental must include set-up and clean-up time. Additional hours for set-up can be added if needed.

Set-up Time: _____ to _____ Clean-up Time: _____ to _____

Age Range of Participants: _____

Number Expected: _____

of Chaperones Required by BREC: _____

Chaperones must be 21 years of age or older. Events for 13 and older requires licensed security guards, or EBRP law enforcement, in addition to chaperones; at a ratio to 2 guards for every 50 attendants.

Check All Applicable:

BREC Partnership _____ Private Party _____ Public Meeting _____ Other (Explain: _____)

Security / Police Required Yes _____ No _____

Rates based on a minimum of 4 hours, capacity based on a standing-room scenario.

Maximum Capacity -- 60 people (Room capacity based on State Fire Marshal Code).

A nonrefundable Security Deposit of \$100.00 is due upon the receipt of this agreement in order to secure your requested date(s).

The Security Deposit will be applied to the invoice balance.

\$150.00 Four hour rental – The Art Room at Independence Park Theatre only

\$35.00 Each Additional Hour

\$100.00 Non-Profit Rate (Four hours - \$25.00 Each Additional Hour) 501(c)3 Federal Tax Number Required:
Federal Tax ID number must be given with the completion of this request to apply for the not-for-profit rate. Failure to provide this will result in having the not-for-profit discount dismissed, commercial rates will then be applied. All applicants are subject to approval. Additional Federal issues documents may be required upon request.

\$70.00 Damage Deposit – Check only. Required the date of the booking of the event.
The Damage Deposit will be held until the close of the event and returned within two weeks unless damages were noted at the close of the event.

Any BREC kitchen equipment such as cookware, dishware, silverware, tableware, and pantry products are not included in the rental and are not to be used. Any BREC kitchen appliances on-site, are for warming pre-cooked foods only; no cooking is allowed. Applicants must provide their own kitchen equipment/supplies.

An additional 20% of all rental fees will be charged to out-of-parish residents, organizations, and businesses.

Activities charging an admission fee:

Lessee will pay rental fees as outlined above. Lessee will provide to BREC at least (2) two weeks prior to rental date, finance report detailing proposed income and expenses. Lessee will provide to BREC not more than (1) one week after rental, finance report detailing final income and expenses. Misrepresentation of the final report may result in forfeiture of deposit and loss of future rental privileges of BREC facilities.

This permit is granted subject to the following rules and regulations and the acceptance and use thereof by the Lessee is an agreement on his/her behalf to comply with all terms and conditions set forth, together with all policies, regulations, and rules of procedure heretofore established by the Recreation and Park Commission for the Parish of East Baton Rouge. Copies of any BREC Policy or Special Permit Applications will be provided upon request

GENERAL RULES AND REGULATIONS

- A. Under no circumstance will BREC co-sponsor an event or activity on or off BREC's property with candidates running for ANY political office. Candidates are required to rent the facility at the full rental price.
- B. Commercial, religious, civic, or political groups must request the use of parks and facilities for events and activities following the same procedures as other groups. If a group desires to use a park for commercial, religious, civic or political reasons and has participants, then the groups may rent a park site and coordinate through the **BREC Special Event Policy**. All events and activities of a commercial, religious, civic, or political nature must comply with all BREC commission policies, local ordinances, and state laws.
- C. One BREC supervisor will be required to be on-site during the rental.
- D. No activities may be held after 10:00 pm without prior permission from the Assistant Director of Recreation.
- E. **No alcoholic beverages may be brought onto or sold on BREC property unless otherwise agreed upon by BREC in accordance with BREC's Alcohol Policy.**
- F. Food and drinks/beverages are only permitted through the catering service of BREC's Independence Park Theatre. "Client" is responsible for making all catering arrangements by contacting BREC's Independence Park Theatre.
- G. Smoking is not allowed at the facility by Lessee, its employees, or attendees of Lessee's event.
- H. BREC's Independence Park Theatre reserves the right to require and provide, at Lessee's expense, a licensed security officer(s) and adult chaperones on-site during all hours of the event time included above, if deemed necessary. Noncompliance could result in the cancelation of the rental agreement.
- I. No live music is allowed on BREC property; a Special Event Permit is required for live music. Recorded music is allowed. At no time can music interfere with other programs on-site or in the immediate surroundings, including local neighborhood.
- J. No disturbance of the grounds is permitted, including tent stakes, pegs, or tent poles without prior permission from the BREC commission.
- K. All decorations must meet State Fire Laws and approval of City Fire Chief. All decorations **MUST** be removed from the facility during the clean-up of rental. Tape, glue, tacks, and other materials that may damage BREC property are **NOT PERMITTED** to hang or display decorations. The damage deposit will apply to decorations (includes helium balloons) left in the facility after rental or any damage to the BREC property.
- L. The use of any device with an open flame, such as candles, or any device with exposed electrical coils (i.e. portable heaters, ovens) is not permitted in the building. Flammable devices are limited to stereos, birthday candles, and flickers. All others must be battery operated flammable liquids may not be brought into the building.
- M. All electrical devices used in the building must be UL approved, bearing such labels, and be in good operating condition.
- N. All Exits from the building **MUST** remain open and free of any obstructions. A ten (10) foot wide path from the center of the room to all exits in-room shall remain open and clear of any obstructions including tables, chairs, etc.
- O. At our discretion, our facility will operate our Independence Park Theatre Concessions and Bar for all events held at our facility. The Independence Park Theatre Concessions and Bar will serve concessions, non-alcoholic beverages as well as alcoholic beverages. Alcoholic beverages will **ONLY** be sold to those 21 years or older with proper ID, in compliance with Louisiana state laws. All concessions sales will end a least 60 minutes before the end time of the hosted event, alcoholic beverage sales may end 90 minutes before the end time of the hosted event. Independence Park Theatre Concessions and Bar will be the only permitted concessions and beverages (non-alcoholic and alcoholic) on the premises for sale or consumption. Any violation of the Louisiana state laws by the client or patrons can result in the cancelation of the contract and contacting of local authorities when necessary. Under no circumstances, including cancellation by BREC, is BREC responsible for any expenses relating to the event, including charges of vendors.

- P. The damage deposit will be returned after building and equipment are inspected for damage and cleanliness. The cost of damage and/or uncleanliness will be absorbed from the damage deposit. If the cost exceeds the deposit, Lessee will be billed for an additional cost. An inspection of the facility by BREC Supervisor on duty should occur before Lessee leaves the building. BREC reserves the right to hold Damage Deposit at least two weeks after the rental date.
- Q. Lessee agrees and covenants that there will be no discrimination in the program based upon race, creed, disability, or national origin.

GENERAL RENTAL INFORMATION (continued)

- When using equipment not issued by BREC on BREC property, BREC reserves the right to require Lessee, at Lessee's expense, to provide a minimum of \$1,000,000 general liability policy including BREC as a third party named insurance on said policy.
- BREC requires, at least, a (2) two-week notice on all rental requests and rental changes for staffing purposes. No rental agreement is final until all contracts are signed and rental payments are made in full.
- All those entering into a rental agreement must be at least 21 years of age.
- Limited tables and chairs on-site will be available for use. Additional tables and/or chairs beyond those limits are the responsibility of the Lessee. No BREC equipment may be removed from inside BREC building without BREC's permission. Lessee agrees to inspect and approved for use all BREC equipment intended to be used during the rental of the facility.
- **Rental time includes set-up, activity, and general clean-up.** General clean-up includes removal of all decorations (including but not limited to tape, string, tacks, etc.), removal of all trash, cleaning spills, and leaving the building as found as determined by BREC.
- A damage deposit (in the form of a check) must be paid in full two (2) weeks prior to the date of the event. Noncompliance could result in canceling of the rental agreement.

CANCELLATIONS

1. In the event that Lessee cancels the rental for any reasons, the following charges will be in effect:
 - a. **If Lessee cancels more than sixty (60) days prior to the event, the Lessee will be refunded 100% of the rental fees, less a \$35.00 administration fee.**
 - b. **If Lessee cancels with sixty (60) days of the date of the event, but more than thirty (30) days prior to the event, the Lessee will be refunded 50% of the rental fees, less a \$35.00 administrative fee.**
 - c. **If Lessee cancels within thirty (30) days of the date of the event, the Lessee will forfeit the entire rental fee (100% forfeit).**
2. Lessee may reschedule rental, only once – prior to two (2) weeks before the original rental date. Additional fees may apply.
3. Lessee may not cancel or postpone the event due to any unforeseen incident or other causes. All events are expected to proceed as scheduled. If BREC is open – all meetings/events will be scheduled as originally agreed upon. BREC will, however, reschedule the event if the premise is closed on the scheduled date due to inclement weather with dangerous conditions: hurricane conditions, flooding, etc. In the event that this occurs, the rental fee may be applied to a new date that is mutually agreed upon. If the new date is not agreed upon, the fee is forfeited.
4. BREC may cancel or terminate the event, if, in the sole judgment of BREC, that the event is likely to cause a disturbance of the peace, endanger persons or property, or violate any law, or if there is a significant deviation in the nature of the event as described above. This includes canceling of private events shared or posted on social media outlets such as, but not limited to, Facebook, Instagram, Twitter, and other websites that can be viewed as an invitation to the public.

Initial: _____ Date: _____

Notations/Comments (if any): _____

ASSUMPTION OF LIABILITIES AND INDEMNIFICATION

I have read, understand, and agree to follow the above rules and regulations. I am aware that this rental contract can be canceled/terminated at any time if in the opinion of BREC, said rules and regulations are not followed and enforced by the Lessee. Lessee hereby acknowledges the receipt of this contract and hereby accepts all terms and conditions set forth herein together with terms and conditions of overall policies as established by the Recreation and Park Commission.

It is understood and agreed between the parties that nothing in this agreement shall constitute or be construed to be an employment or joint employer relationship between BREC and _____.
It is agreed that _____ (*Lessee/Representative of Leasing Organization*) will indemnify, defend at its own expense, and hold harmless BREC, their employees, agents, and affiliates from any claim, action, or related expense, including by not limited to, claims or actions for personal injury, including death, resulting from the use of any BREC property, except in the extent resulting solely from any willful misconduct or gross negligence of the employees of BREC. This indemnity includes any defense costs and attorney's fees that may be incurred.

RECREATION AND PARK COMMISSION EMPLOYEE

DATE

LESSEE OR ORGANIZATION REPRESENTATIVE

DATE

----- **For office use only** -----

RENTAL FEE RECEIPT

TOTAL HOURS REQUESTED: _____ **TOTAL RENTAL FEE:** _____

DATE SECURITY DEPOSIT RECEIVED: _____ **DATE TOTAL BALANCE RECEIVED:** _____

BREC RECTRAC RECEIPT # _____

DATE DAMAGE DEPOSIT RECEIVED: _____ (CHECK # _____)

DAMAGE DEPOSIT RETURNED: YES | NO

IF NOT RETURNED, PLEASE LIST REASONS AND ANY AMOUNT THAT WAS RETURNED:

DATE: MAILED CHECK _____ **| PICKED UP CHECK** _____ **| SHREDDED CHECK** _____

BREC EMPLOYEE NAME _____

DATE _____