

# CROSSTOWN ARTS

## VENUE RENTAL AGREEMENT

**CROSSTOWN ARTS** and \_\_\_\_\_ (**RENTER**) hereby agree to the following terms for the rental of the **CROSSTOWN ARTS** at 430 North Cleveland, Memphis, TN 38104.

This Agreement regards to use of the property provided by Crosstown Arts at the address above, which is as an event venue only. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**Property Rental.** Crosstown Arts hereby grants to \_\_\_\_\_ limited and revocable license (the "License") to use the property located at 430 North Cleveland.

("Property"). The License permits Renter to use the Property only on the Event Date(s), during the hours specified below, and only for the purposes set forth in this Agreement.

1. **Property.** CROSSTOWN ARTS agrees to provide its venue with tables, ceiling clamp lights, restrooms, chairs, sound system with microphone, and parking lot for the duration of this rental, dates as specified in #4.

2. **Staff.** CROSSTOWN ARTS is responsible for providing 1 staff person for 430 North Cleveland.

3. **Dates, Times, and Purpose.** Renter will have use of the aforementioned spaces during the following rental times:

**EVENT DATE:** \_\_\_\_\_

**EVENT TIME (start-finish)** \_\_\_\_\_

**SET UP DAY:** \_\_\_\_\_

**SET UP TIME AND BREAKDOWN:** \_\_\_\_\_

**For the following purpose:**

**Art Exhibition, Music Show, Film Screening, Lecture, Performance (Dance, Theater, Comedy)**

**Please choose from above:** \_\_\_\_\_

4. **Property Condition and Damage.** Renter agrees to at all times keep all areas of the space clean and the passageways clear and accessible to persons with wheelchairs. Any damage to property made by organizers or guests regardless of cause that takes place during installation, breakdown or event itself, beyond normal 'wear and tear' ('wear and tear' meaning scuff marks on walls, toilet overflows, etc.) becomes responsibility of the renter.

Renter agrees to properly dispose of all food, trash and garbage at the close of rental. Restrooms will be cleaned and re-stocked at regular intervals by CROSSTOWN ARTS.

### 5. Indemnification.

I do hereby release Crosstown Arts (of 427 North Watkins, Memphis, Tennessee 38104) and Crosstown, LLC (100 Peabody Place, Suite 900 Memphis, Tennessee 38103) from any and all damages, injuries or liabilities related to this event, occurring at or resulting from participation in the setup, event itself, or breakdown of event at Crosstown Arts, 422 North Cleveland, Memphis, Tennessee, 38104.

I hereby indemnify and hold harmless Crosstown Arts and Crosstown LLC, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage or loss to any property or any injury or death caused to any person while on the premises (interior, sidewalk or parking lot) regardless of the cause, including any acts or omissions on the part of Renter, independent contractors, performers, guests, invitees, or other agents.

Renter shall immediately notify Crosstown Arts of any damage or injury of which they have knowledge in, to, or near the Property, regardless of the cause of such damage or injury.

# CROSSTOWN ARTS

Crosstown Arts is not responsible for any damages or loss of artwork, property or equipment, of renter, performer, or event guests, arising from any cause while on our property.

6. **Alcohol or Food.** Wine and beer may be served to guests of legal age, 21 or older-alcohol may not be consumed by minors, for no charge by a designated server. The renter agrees to provide any equipment not already available at the venue such as beverages, food, serving dishes, utensils, ice, coolers, etc.

7. **Access.** Performers, organizers, or guests of the event are not to use or enter any of the building's spaces other than those specified in this agreement.

8. **Load-in/out.** Renter has permission to load in \_\_\_\_\_. Renter agrees to remove and properly dispose of all sets, trash, and materials brought into the facilities at 430 North Cleveland, unless they receive specific permission from CROSSTOWN ARTS to leave certain materials behind.

9. **Insurance.** Crosstown Arts does not provide insurance for artwork. Renter understands and agrees that Crosstown Arts is not responsible for replacing or repairing artwork or recovering losses in any form due to any damages or loss while on our property, including parking lot, sidewalk and interior of space.

10. **Publicity Materials.** Renter must provide Crosstown Arts with poster or publicity graphic for archives, plus 2-4 digital images or videos of your event. Crosstown Arts agrees to place event listing on Crosstown Arts website within 48 hours of signing and submitting this agreement.

11. **Fee.** The 60.00 per 6 hour/per day fee to be paid prior to set up and performance.

12. **Equipment Use.** Renter is responsible for any damage and/or theft to any technical equipment during time of rental (including installation and breakdown). Renter will replace any technical equipment damaged and/or stolen within 48 hours of incident with the same caliber/value of equipment.

13. **Venue Capacity.** 430 North Cleveland capacity is 150 occupants.

14. **Event Cancellation by Crosstown Arts.** Crosstown Arts' venue management reserves the right to shut down your event at any time for reasons including but not limited to the following: extreme and uncontrolled volume; expressions of hate or aggression; instances of illegal alcohol, drug use or smoking on the premises; security issues.

**Crosstown Arts and Renter hereby agree to these terms:**

\_\_\_\_\_  
Crosstown Arts      Sign Name Here

\_\_\_\_\_  
Renter      Sign Name Here

\_\_\_\_\_  
Crosstown Arts      Print Name Here

\_\_\_\_\_  
Renter      Print Name Here

\_\_\_\_\_  
Date

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Date

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Phone Number