**Elgin Artspace Lofts Gallery & Community Room & Facility Use Agreement**

THIS AGREEMENT (the “Agreement”), made as of this day of \_\_\_\_\_\_\_, 20\_\_\_, is by and between **Elgin Artspace Lofts** (the “EAL”) whose business address is 51 South Spring Street, Elgin, Illinois, and Ludwig And Company (“Managing Agent”) .

**Facility Rental**

Gallery, Authorized User wishes to rent EAL’s space for what reason and date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

Community room, EAL wishes to rent to Authorized User the common space described

as:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**Article 1. Facility Rental.**

1. EAL hereby grants to Authorized User a limited and revocable license (the “Rental”) to use the Elgin Artspace Lofts Facilities (the “Space”) as described above. The Rental permits Authorized User to use the Facility on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Event Date(s)), and only for the purposes set forth in this Agreement and specified in the Gallery and community room Use Application.

b. **Set up date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Take down Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Community room only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. **Gallery only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
3. **Gallery & Community room \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Article 2. Term.**

1. The duration of Authorized User’s use shall last from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_\_\_\_, on the above stated Event Date(s) (the “Term”). Authorized User shall not have access to the Facility at any time other than during the accessible hours as stated herein, unless Authorized User receives prior written permission from EAL, or as specified in this agreement. A **copy of the insurance the day before or on the event before getting keys to the Facility.**

**\*\*Your event will need to be approved by the events community and you will get an answer within 5 to 7 business days from the property manager if it’s been approved or not.**

**Article 3. Deposit & Fees.**

1. Authorized User shall pay to EAL a deposit fee in the amount **of 0** (the “Deposit Fee”), which shall be paid to EAL upon execution of this Agreement. **In a cashier’s check or money order**
2. The Deposit Fee is paid to EAL in the event of damages incurred by Authorized User during Authorized User’s use of the Facility on the Event Date. If no damages are incurred by the Authorized User, the Deposit Fee will be refunded to the Authorized User within thirty (30) days of the Event Date.
3. **Authorized User shall pay to EAL a Rental fee in the amount of $\_\_\_\_\_\_\_\_0\_\_\_\_ (the “Rental Fee”), which must be paid to EAL upon the execution of this Agreement.**
4. **EAL shall have no obligations under this Agreement until the Rental Fee is paid in full day of or before the event.**

**Article 4.** **Cancellations.**

1. If Authorized User cancels their rental prior to the completion of the Rental Term or within seventy-two (72) hours of the Event Date, the EAL is not obligated to refund to Authorized User the Rental Fee.
2. **You have up to 72 hours before the event date to cancel. if you cancel after the 72 hours leading up to your event, You will not get your deposit back**
3. **If you cancel your event in plenty of time and it’s not 72 hours to the event. EAL is obliged to refund the Authorized User’s security deposit and all other applicable monies, so long as such cancellation is not in an effort to avoid any obligation stated herein (e.g. failure to obtain the proper licensures**).

**Article 5. Condition of Premises.**

1. The Facility shall be provided as-is, and EAL makes no warranty to Authorized User regarding the suitability of the Facility for Authorized User’s intended use.
2. Authorized User shall leave the Facility in the same or similar condition within twenty-four hours following the Event Date and as when Authorized User entered. Which is includes but is not limited to:
	1. Removing and disposing of all garbage in the Elgin Artspace Lofts building garbage receptacle in the trash room;
	2. Removing all signage, tape, adhesives, etc. from walls;
	3. Wiping all tables clean and chairs;
	4. Sweeping and mopping (if necessary) all floors;
	5. Returning the bathroom to its original condition and cleaned;
	6. Returning all furniture to its original location;
	7. Making sure all the nail and hooks have been removed and there is no holes in the walls and that the holes are spackled and painted by using very little spackle on the holes. ( quick dry spackle) and use the pant to touch up
	8. All art work must be taken down and removed if not collected after 14 days of the event the art will be disposed of by the end of the day.
	9. Making sure The facility is locked up after the event and keys are returned
	10. **No glitter for decorations**
3. If EAL is required to clean the facility to return the facility to its same or similar condition, Authorized User’s security deposit will be deduct for reasonable cleaning expenses at the market rate of the necessary labor hours.
4. Authorized User shall be responsible for any damage caused to the faculty beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage.
5. In the event that Authorized User does not satisfactorily arrange for such repair, EAL shall be entitled to arrange for any necessary repairs at Authorized User’s expense. Authorized User shall reimburse EAL for any such repairs within thirty (30) days of receipt of EAL’s written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

**Article 6. Permitted Use.**

1. Authorized User is authorized pursuant to the rental to use the facility as specified in the Common facility Use Application and for no other purpose, unless EAL gives Authorized User prior written authorization for additional permitted uses. Authorized User may not use the facility in any manner that may render the insurance for the facility void, or which may result in increased insurance premiums for EAL with respect to the facility or any other of EAL’s property.
2. Authorized User is authorized to use the facility; however, Authorized User is not authorized to utilize other areas of the Elgin Artspace Lofts building and must confine Authorized User presence to the Space.

**Article 7. EAL Policies.**

1. **We are a nonsmoking building therefore** Smoking tobacco is not permitted in the Space or surrounding common areas at any time. Authorized User warrants on behalf of Authorized User’s guests that smoking tobacco will not occur there are outside designated areas for smoking.
2. **Alcohol. If beer or liquor will be sold or given away, permission must be obtained from EAL prior to the use of alcohol, and the applicable licensure must be obtained and a copy** of such must be provided to the EALs and the Managing Agent prior to the Event Date. Authorized User shall maintain sober supervision of its guests at all times during the Event and may hire or delegate additional assistance. EAL and/or EAL’s Managing Agent shall have the right to remove any persons causing a disturbance.
3. **Noise. Authorized User shall abide by the Space’s noise policy which states activities shall be finished and quiet by:**
	1. **10:00 p.m. – Friday and Saturday 09:00pm Sunday through Thursday**
	2. **Events should start to wrap up at least 45 minutes prior to quiet times to assure silence at the agreed time.**
4. **If the resident is renting the space they must be present at the event and you are responsible for the space. If you are renting for someone else I will only give keys to the person who rented the space. We will not give the keys to anyone else but the resident who rented the space.**

**Article 8. Right of Entry.**

1. EAL Residents shall have the right to enter the facility at any time for any reasonable purpose, including any emergency that may threaten damage to EAL’s property, or injury to any person in or near the Space.

**Article 9. Intellectual Property.**

1. Use of the EAL’s logo or any other intellectual property within the Faulty, and/or any image reproduced of the same is expressly prohibited unless prior written approval for use and reproduction has been obtained from the appropriate representative of each respective Party.
2. The content of printed materials relating to the event, including invitation copy, programs, and any promotional materials, must be submitted to the respective the Elgin Artspace Lofts for review and approval before being printed.

**Article 10. Indemnification.**

1. Authorized User hereby indemnifies and hold the Elgin Artspace Lofts harmless; their employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys’ fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Authorized User’s use of the Space, including any acts or omissions on the part of Authorized User, its employees, officers, directors, independent contractors, or other agents. Authorized User shall notify Elgin Artspace Lofts of any damage or injury of which it has knowledge in, to, or near the Faculity, regardless of the cause of such damage or injury.

**Article 11. Compliance with Laws.**

1. Authorized User shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Faclity according to the permitted uses set forth in Article 6 and 7 of this Agreement.
2. Authorized User shall not use the Space in any manner that would violate local, state or federal laws or regulations. Authorized User hereby indemnifies Elgin Artspace lofts, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys’ fees) arising out of or in connection with Authorized User’s violation of any local, state or federal law, rule, regulation or ordinance related to Authorized User’s use of the Facility.
3. Rescheduling or cancellation of the Event pursuant to this Section.

**Article 12. Assignment.**

1. Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party. Except that if the assignment or transfer is pursuant to a sale of all or substantially all of a Party’s assets, or is pursuant to a sale of a Party’s business, then no consent shall be required.
2. In the event that an assignment or transfer is made pursuant to either a sale of all or substantially all of the Party’s assets or pursuant to a sale of the business, then written notice must be given of such transfer within 10 days of such assignment or transfer.

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**Article 13. Severability.**

1. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**Article 14. Headings.**

1. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

**Article 15. Notice.**

1. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to the addresses stated.

If to Authorized User: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to EAL:

**Elgin Artspace Lofts**
51 South Spring Street

Elgin, Illinois 60120

**Article 16. Integration.**

a. This Agreement constitutes the entire agreement between Authorized User and

EAL, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

 **If any cancelations you must cancel in writing 72 hours from the event date if after the 72 hours we keep the full deposit of $200.00.**

**AUTHORIZED USER**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MANAGING AGENT**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_