

1. **CHARGES.** The basic rental charge shall include use of the Hopkins Center for the Arts as specified in Rate Policy. Organizations/Individuals are charged for their own event setup and take down time. Additional Charges may include but are not limited to, technical service charges, custodial charges, ticket services charge, security personnel charge, food and refreshment fee.
2. **PAYMENT.** The Renting Organization/Individual agrees that all charges will be paid to the Hopkins Center for the Arts as stated in the Rate Policy. **Complete payment is due one week prior to the reservation.**
3. **LIABILITY INSURANCE.** The Renting Organization/Individual will sign a waiver of liability as a part of the Rental Agreement. Policies including but not limited to the Hopkins Center for the Arts Liquor Policy and Catering Policy may require the Renting Organization/Individual to provide a copy of the certificate of insurance as proof of liability coverage.
4. **ROOM DEPOSIT/DAMAGE DEPOSIT.** The Hopkins Center for the Arts reserves the right to require a room deposit/damage deposit for the use of the space in the Hopkins Center for the Arts. This deposit is required for rentals that include alcohol and/or food, rentals that end after 11:00 p.m., any private party rental and any extensive decorating or set building. This deposit will be returned to you on the next business day if the renting organization/individual complies with the guidelines outlined in the rental guide and do not exceed the hours on your confirmation. If damages are incurred, the renting organization/individual agrees to fully reimburse the Hopkins Center for the Arts upon demand. This includes any and all damages to, including the loss of, the building, furniture, equipment, fixtures, grounds, or any other property, real or personal, owned, used or operated by the Hopkins Center for the Arts, due to any act or omission of the members, representatives, employees, patrons, invitee or guests of the Renting Organization/Individual. If a room deposit/damage deposit is required, it will be requested at the time of booking. If no damages are incurred, the damage deposit will be released the next business day.
5. **CANCELLATION.** The Renting Organization/Individual agrees and understands that, in the event of a cancellation; one hundred and eighty (180) days notice must be given in order for the rental deposit and damage deposit to be returned.
6. **LIQUOR POLICY.** The Renting Organization/Individual shall not sell, serve, or allow alcoholic beverages of any kind to be sold, brought into, or served upon the premises except as permitted by the Hopkins Center for the Arts Liquor Policy.
7. **CATERING.** The Renting Organization/Individual shall not sell, serve, or allow food of any kind to be sold, brought into or served upon the premises except as permitted by the Hopkins Center for the Arts Catering Policy.

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8. **DECORATIONS.** All decorations must be approved in writing two weeks in advance of any function. The following items are NOT ALLOWED:

- Nails or screws
- Confetti and/or glitter
- No helium balloons
- Candles that are not enclosed
- No fog machines
- No electrical circuits may be altered

All decorations must be put up without defacing the building. All decorations must meet fire code regulations. Candles must be enclosed in glass. Nothing may be attached to the Theater stage without written permission from the Facility Director, Scheduling Coordinator, or Technical Services Director.

9. **SPECIAL SET UP.** Special set up shall be done at the Renting Organization's/Individual's expense, under the supervision of and subject to the approval of the Hopkins Center for the Arts and shall be furnished and paid for by the Renting Organization/Individual.
10. **CLEAN UP.** The Renting Organization/Individual shall clear all areas after use, unless otherwise approved by the Facility Director or Scheduling Coordinator. The Hopkins Center for the Arts and the City of Hopkins are not responsible for any items left beyond the contracted rental period. The Renting Organization/Individual shall also leave all areas in a reasonably clean and orderly condition at the end of the term of this agreement. If areas are not cleared and/or cleaned within the contracted time period, the Hopkins Center for the Arts and the City of Hopkins will employ a crew for this purpose and bill the Renting Organization/Individual.
11. **ADVERTISING.** You must have written approval to use the Hopkins Center for the Arts name and/or image in your advertising. Send or fax copies of all advertising materials to the Arts Center before going to print. Please state our complete name, "Hopkins Center for the Arts," when making first reference. Subsequent references should refer to us as "Arts Center." Listed below is sample copy for a description of the Arts Center, tenant information, directions and parking.

The Hopkins Center for the Arts is a community-gathering place that seeks to educate, entertain, and foster creative expression through the arts. Located in downtown Hopkins, the 36,000 square foot facility includes a 723-seat theater with balcony and 2,980 square foot proscenium stage with fully fly loft. The Arts Center also contains an art gallery, arts classroom, dance studio, rehearsal/ community room, conference room and a multi-use room with sound and light capabilities that seats up to 186. Catered events are welcome.

The Hopkins Center for the Arts is owned and operated by the City of Hopkins and has three major tenants: Stages Theatre Company, Hopkins School District 270 and Friends of the Hopkins Center for the Arts.

Directions and parking instructions should be included with all advertising. The following indicate correct directions and parking information:

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Directions

The Hopkins Center for the Arts is located at 1111 Mainstreet in downtown Hopkins, MN, between 11th and 12th Avenues. To reach the Center from Highway 169, take the Excelsior Boulevard exit going west. From Excelsior, go north on 11th Avenue until you reach Mainstreet. The Center is located on the northwest corner of 11th Avenue South and Mainstreet.

Parking

Free parking for 3 1/2 hours is available in the Municipal Parking Ramp located 1/2 block south of Mainstreet on 11th Avenue South in Hopkins. There are three handicap parking places in the alley directly behind the Arts Center building.

12. **BROADCASTS.** All broadcasts, telecasts, tape recorders, films, etc. in the Hopkins Center for the Arts shall have prior written consent from the participants and the Hopkins Center for the Arts. A duplicate of the original of such executed consent shall be given to the Hopkins Center for the Arts prior to the event. If consent is given, the Renting Organization/Individual shall furnish and install all equipment necessary for the broadcast and for the control booth other than that furnished by the Hopkins Center for the Arts.
13. **CONCESSIONS.** The Renting Organization/Individual shall not sell, serve, or allow cigarettes, cigars, beverages, liquor, food, gum, and refreshments of any kind to be sold, brought into or served upon the premises except as permitted by the Hopkins Center for the Arts. The Hopkins Center for the Arts must approve all concessions in writing. The Hopkins Center for the Arts does not allow popcorn, or red punch.
14. **CONDUCT.** The Renting Organization/Individual is responsible for the conduct of its guests, representatives, casts, students, and workers while in the Hopkins Center for the Arts.
15. **TECHNICAL SERVICE.** Events in the Jaycee Studio that require lighting and sound beyond the house level and all theater rentals require the Renting Organization/Individual to pay a technical service fee. CPT Services, a division of Stages Theatre provides this service. The Renting Organization/Individual shall pay a technical service fee to CPT Services for their technical services.
16. **LOADING – UNLOADING.** Equipment must be brought in through either the Theater loading dock, the Studio loading area, or main entrance doors. Vehicles must be moved when unloading and loading is complete. Vehicles will be towed at Renters expense, if parked in loading zone area or in assigned parking spaces. **Driving or parking on the sidewalk is not allowed.**
17. **CITY, COUNTY, STATE AND FEDERAL LAWS.** The Renting Organization/Individual in conduction of any performance, public or private meeting or in giving any lecture, concert, class, or other event shall conform to, comply with and abide by all laws of the United States and the State of Minnesota, the rules and regulations of all Federal and State Boards and Bureaus, the ordinances of Hennepin County, the City of Hopkins and the regulations of the Fire Departments, Board of Health, and Police Department.
18. **INDEMNIFICATION, HOLD HARMLESS, DEFENSE.** I understand that my use of the Hopkins Center for the Arts is voluntary and that I am using it for my benefit only. I agree that my use of the

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Hopkins Center for the Arts facility is undertaken at my own risk and that the Hopkins Center for the Arts and the City of Hopkins will not be liable for any claims, injuries, damages of whatever nature incurred by me or members of my organization, or guests of my event due to the negligence of member of my organization, guests of my event, or the negligence of third parties. On behalf of myself and the organization that I represent, I expressly forever release and discharge the Hopkins Center for the Arts, the City of Hopkins, its agents or employees, from any such claims, injuries, or damages. I also agree to defend, indemnify and hold harmless the Hopkins Center for the Arts and the City of Hopkins from any claims, injuries or damages of whatever nature arising out of or connected with my use of the Hopkins Center for the Arts. I also agree to reimburse the Hopkins Center for the Arts for any damage, breakage, maintenance, and theft of equipment beyond the damage deposit figure if so warranted.

19. **SUBCONTRACTING.** Renters and tenants may not subcontract any space in the Hopkins Center for the Arts.
20. **LIGHT, HEAT, WATER, VENTILATION.** The Hopkins Center for the Arts and the City of Hopkins shall furnish light, heat, water and ventilation but any special lights or lighting fixtures other than those in ordinary usage shall be provided and paid for by the Renting Organization/Individual.
21. **FIRE INSURANCE.** The Renting Organization/Individual shall not transact or allow the transaction of any business on the premise or keep thereon anything, which will increase the rate of fire insurance on the building or conflict with the provisions of the insurance policies on the building or any part thereof.

The Renting Organization/Individual understands and agrees that this Agreement is made subject to all rules and regulations of the Hopkins Center for the Arts and will conform to said rules and regulations and be bound thereby. No provisions of these rules and regulations may be waived except in special cases and for good cause shown and then only by written memorandum attached to the permit application and signed by the Facility Director or the Scheduling Coordinator of the Hopkins Center for the Arts.

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