

FACILITY RENTAL FEES

Lakeville Area Arts Center

NOTE: There are additional fees when using theatrical lighting, sound system, tech booth, linens or serving food. Review the Facility Use Policy for information regarding rental deposits. **Rental times must include set-up and take-down times, and must be pre-paid.**

THEATER – STANDARD THEATER SEATING			
Any Day			
Rented Hourly	\$65/hr (First 4 hrs)	\$50/ additional hour	<ul style="list-style-type: none"> 187 - 307 seats (depending on stage configuration and floor seating) including space for wheelchairs Stage is 24' wide and up to 32' deep 25% Community Theater Discount for partner groups (Inquire for details) 4 hour (Minimum) CAPACITY: 307

THEATER – BANQUET SEATING			
Any Day			
Rented Hourly	\$150/hr (First 4 hrs)	\$90/ additional hour	<ul style="list-style-type: none"> Dinner seating for up to 160 using a combination of 5 foot round and rectangular tables (depending on stage configuration), including space for wheelchairs Stage is 24' wide and up to 32' deep and can be used for programs or dancing 25% Community Theater Discount for partner groups (Inquire for details) 4 hour (Minimum) CAPACITY: 160 (without stage extension)

TECHNICAL SERVICE & Stage Fees			
Tech Booth	\$60	Per performance	Individual/organizations using the theatrical lighting or sound system must pay a per performance fee. When a sound/lights technician is needed, only LAAC trained technicians will be used. Renter must provide laptop.
Tech Services	\$30	Per Hour	
Screen Rental	\$40	Per performance	
Portable Projector	\$40	Per performance	
Stage Projector	\$80	Per performance	
Stage Extension Removal	\$200	Flat Rate / One Time Fee	The theater is typically set with a 32' x 8' stage extension, removing the extension is an additional fee.

PIANO FEES	
\$60	Piano Rental – One performance
\$40	Each additional performance on one rental agreement
\$115	Piano Tuning Fee (Available upon request with 2 week notification)

BOX OFFICE SERVICE	
\$1 per ticket sold	Reimbursement of ticket revenue will follow the event on the City's payment schedule, not including credit card fees, ticket surcharge, tax and rent, which will all be removed.

CONCESSION SALES	
Groups that choose to sell concessions during intermission will use the main lobby. If this space is inadequate, or the group requests use of the Art Classroom or Kitchen additional fees will apply.	

LARGE ART CLASSROOM			
Any Day			<ul style="list-style-type: none"> • 42' x 44', 1848 square feet • Sink and limited countertop space • 2 hour minimum • 25% Community Theater Discount for partner groups (Inquire for details) <p>CAPACITY: 118 Without Tables 70 with Banquet Seating</p>
Rented Hourly	\$45 / hr (First 4 hrs)	\$40/ additional hour	

BAR SERVICE
Bar service is available upon request. Additional fees may apply. Inquire for more information.

KITCHEN/CATERING			
Kitchen Fee	\$50	Kitchen Access: Non-Caterer	<ul style="list-style-type: none"> • Refrigerator • Microwave • Stainless steel worktable • Coffee Maker • 3 compartment stainless steel sink • Ice Maker <p>NOTE: There is no freezer available at LAAC.</p>
Caterer Fee	\$165	Includes kitchen fee	

GARAGE RENTAL			
Heated	\$28	Per hour	The three-car garage can be rented for set construction when it is available. No long term storage is provided in the garage.
Non-heated	\$11	Per hour	

OUTDOOR RENTAL ON LAAC GROUNDS			
South Lawn	\$150 / day	Up to 200 people	Rental events using the lawn and/or the parking lot will be charged a fee based on the number of people attending the event. Set up shall be under the supervision of LAAC or Parks Staff. Electric service may require additional set fees.
	\$200 / day	Over 200 people	
North Lawn	\$150 / day	Up to 200 people	
	\$200 / day	Over 200 people	

TENT / PORTABLE SHELTER			
\$25 / tent	Exceeding 12x12 (144 sq ft)	Events renting the lawn will be charged for each tent 12x12 (144sq ft) or larger. Staff must be notified of any posts driven into the ground one week in advance. It is the renter's responsibility to call for utilities to be marked.	
\$50 / tent	Exceeding 12x24 (288 sq ft)		

WEDDINGS / SPECIAL & LARGE EVENT RENTAL			
(Events exceeding 400 People or requesting full day access to the facility or grounds)			
INDOOR			This fee applies to all wedding rentals. It also applies to organizations hosting large events exceeding 400 people who are utilizing multiple spaces at the Arts Center, who will be charged a flat rate for all room rentals and special fees for up to 12 hours of indoor use. However, Tech Services, Stage Extension Removal, and piano tuning will be billed by their individual rates. Lakeville Non-Profit Organizations are eligible for a 25% discount upon request.
Set-Up Day	\$400	Up to 12 Hrs	
Event Day	\$1,000	Up to 12 Hrs	
OUTDOOR			
Set-Up Day	\$150	Full Day	
Event Day	\$350	Full Day	

FACILITY RENTAL POLICIES

Lakeville Area Arts Center

I. FACILITY USE POLICIES

- 1) **CHARGES.** The rental charge shall include use of the Lakeville Area Arts Center as specified in the Facility Rental Fees. Organizations/Individuals are charged for their own event setup and take down time, which must be included in the original reservation. Additional charges may include, but are not limited to, technical service charges, custodial charges and security personnel charges.
- 2) **DAMAGE DEPOSIT.** A \$200 damage deposit applies to rentals not utilizing box office services. For events using box office services, any damages incurred will be withheld from ticket revenue. Damage deposits will be used to offset expenses incurred from damages to the facility or overages in rental times.

If damages are incurred, the Organization/Individual agrees to fully reimburse the City of Lakeville upon demand for any amount exceeding the original damage deposit. 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 Lakeville Area Arts Center, due to any act or omission of the members, representatives, employees, patrons, invitees or guests of the Organization/Individual using the facility. If no damages are incurred, the damage deposit will be returned within 30 days following the end of the rental period.

- 3) **PAYMENT.** The Renting Organization/Individual agrees that all charges will be paid to the Lakeville Area Arts Center. This includes a \$200 deposit to reserve the space, and the balance payable two weeks prior to the event. **If complete payment is not received two weeks prior to your event, your reservation will be cancelled.** Unpaid charges that remain at the completion of the event will be deducted from the damage deposit.
- 4) **LIABILITY INSURANCE.** The Organization/Individual using the facility will sign a waiver of liability as a part of the Rental Agreement. Policies including, but not limited to, the Lakeville Area Arts Center Food Catering Policy may require the Organization/Individual to provide a copy of their Certificate of Insurance as proof of liability coverage naming the City of Lakeville as additional insured.
- 5) **CANCELLATION POLICY.** The Renting Organization/Individual agrees and understands that in the event of a cancellation, ninety (90) days notice must be given in order for both the rental deposit and damage deposit to be returned, less a \$10 processing fee.
- 6) **PYROTECHNICS:** The use of pyrotechnics, open flames or other combustible materials within the facility is strictly forbidden.
- 7) **CATERING.** The Organization/Individual using the facility shall not sell, serve or allow food products of any kind to be sold, brought into or served upon the premises except as permitted by the Lakeville Area Arts Center Food Catering Policy.
- 8) **LIQUOR.** The Renting Organization/Individual using the facility 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 Lakeville Area Arts Center Alcohol Policy and in accordance with all City Ordinances and State laws.

- 9) **DECORATIONS.** All decorations must be approved in writing two weeks in advance of any function. The following is prohibited:
- tape
 - confetti and/or glitter
 - helium balloons
 - nails or screws
 - candles that are not enclosed
 - alteration of electrical circuits

All decorations must be hung without defacing the building. The Lakeville Area Arts Center does not provide ladders for decorating. All decorations must meet fire code regulations.

- 10) **SPECIAL SETUP.** Special setup shall be done at the Renting Organization's/Individual's expense under the supervision of, and subject to, the approval of Lakeville Area Arts Center Staff, and shall be furnished and paid for by the Renting Organization/Individual.
- 11) **CLEANUP.** The Renting Organization/Individual using the facility shall clear all areas after use unless otherwise approved by Arts Center Staff. The Lakeville Area Arts Center is not responsible for any items left beyond the contracted rental period. The Renting Organization/Individual shall also leave all areas in a 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 Arts Center Staff will clean the facility and deduct the cleanup cost from the damage deposit.
- 12) **ADVERTISING.** In order to use Lakeville Area Arts Center name in your advertising, we must review your copy. Send or fax copies of all advertising materials to us before going to print. Please state our complete name, "Lakeville Area Arts Center," when making references.
- 13) **BROADCASTS.** All broadcasts, telecasts, tape recording, films, etc. produced in the Lakeville Area Arts Center shall have prior written consent from the participants and Lakeville Area Arts Center Management. A duplicate of the original of such executed consent shall be given to the Lakeville Area Arts Center Management prior to the event. If consent is given, the Renting Organization/Individual shall furnish and install all equipment necessary for the broadcast. In addition, Renting Organizations/Individuals presenting copyrighted materials must obtain broadcast rights for the material and furnish a copy of the written consent to Arts Center Management prior to broadcast.
- 14) **CONCESSIONS.** Organizations/Individuals using the facility may choose to supply and staff the concession stand at their event. Concession sales must be preapproved by the LAAC Staff. Groups that choose to sell concessions during intermission will use the main lobby. If this space is inadequate, or the group requests use of the Art Classroom or Kitchen additional fees will apply. Examples of acceptable items include: pre-packaged food and non-alcoholic beverages (i.e. coffee, bottled/canned beverages). Prohibited items include (but are not limited to): fruit punch, brownies, frosting, candied sprinkles, gum and home baked goods. The Renting Organization/Individual must supply all table coverings, dish towels, and utensils necessary for serving concessions.
- 15) **CONDUCT.** The Renting Organization/Individual is responsible for the conduct of its guests, representatives, casts, students and workers while in the Lakeville Area Arts Center.
- 16) **CITY, COUNTY, STATE AND FEDERAL LAWS.** All Organizations/Individuals using the Arts Center to conduct 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 Dakota County, the City of Lakeville and the regulations of the Fire Department, Health Department and Police Department.
- 17) **SUBCONTRACTING.** Renters may not subcontract any space in the Lakeville Area Arts Center.

- 18) **LIGHT, HEAT, WATER, VENTILATION.** The Lakeville Area Arts Center shall furnish light, heat, water and ventilation, but any special lights or lighting fixtures other than those available shall be provided and paid for by the Renting Organization/Individual.
- 19) **FIRE CODES.** 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 risk of fire or conflict with the provisions of the insurance policies on the building or any part thereof.
- 20) **INDEMNIFICATION, HOLD HARMLESS, DEFENSE.** I understand that my use of the Lakeville Area Arts Center is voluntary and that I am using it for my benefit only. I agree that my use of the Lakeville Area Arts Center facility is undertaken at my own risk, and that the Lakeville Area Arts Center and the City of Lakeville will not be liable for any claims, injuries or damages of whatever nature incurred by me, members of my organization, or guests of my event due to the negligence of members 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 Lakeville Area Arts Center, the City of Lakeville, its agents or employees from any such claims, injuries or damages. I also agree to defend, indemnify and hold harmless the Lakeville Area Arts Center and the City of Lakeville from any claims, injuries or damages of whatever nature arising out of, or connected with, my use of the Lakeville Area Arts Center. I also agree to reimburse the City of Lakeville for any damage, breakage, maintenance or theft of equipment beyond the damage deposit figure, if so warranted.

The Renting Organization/Individual understands and agrees that the facility rental is subject to all rules and regulations of the Lakeville Area Arts Center, and will conform to said rules and regulations and be bound thereby. No provisions of these rules and regulations will be waived, except with advance approval, in special cases and for good cause, and then only by written memorandum attached to the reservation receipt and signed by an authorized representative of the Lakeville Area Arts Center.

II. FOOD CATERING POLICY

- 1) Catering fees apply when an event is catered. Use of the kitchen is included in this price.
- 2) Renting Organizations/Individuals that wish to bring in boxed lunches or commercially prepared food are not required to pay a catering fee. If the Renting Organization/Individual would like to use the kitchen, the kitchen fee applies.
- 3) The catering kitchen at the Lakeville Area Arts Center is intended for catering purposes only. This area is not intended to be used for cooking of any food products.
- 4) Catering areas must be left in a clean condition following each event. All garbage must be removed and placed in the dumpster in the parking lot on the west end of the building (behind the Arts Center).
- 5) Food and beverages must be kept in the rented room or space.
- 6) Caterers are responsible for all table coverings, plates, silverware, serving utensils, and glassware. Serving pieces stored in the kitchen are for Arts Center use only.
- 7) Deliveries of supplies must be preapproved by Arts Center Staff.
- 8) Supplies must be removed by the end of the rental period unless prearranged with Arts Center Staff.
- 9) The Lakeville Area Arts Center and the City of Lakeville are not responsible for articles left overnight.
- 10) The caterer shall comply with all laws and regulations related to the preparation and disposal of food, and shall procure at its own expense all permits and licenses required by law or regulation for the operation of catering services. **The caterer will furnish the City of Lakeville with a copy of the applicable permits or licenses.**
- 11) The caterer agrees that they will at all times, have and keep in force, at its expense, workers' compensation and employers' liability, automobile liability and professional liability insurance covering any injury caused by act or omission on the part of the caterer in the performance of, or with relation to, any of the work or services provided to be performed or furnished by the caterer.
- 12) The caterer will furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage. The City shall be named as additionally insured on the commercial general liability policy on a primary and noncontributory basis.
- 13) The caterer shall be deemed to be an independent contractor and not an employee of the Lakeville Area Arts Center or the City of Lakeville. Any and all agents, servants or employees of the contractor or other persons, while engaged in the performance of any work or services required to be performed by the Lakeville Area Arts Center, or the City of Lakeville, its agents, servants, employees or other persons, shall in no way be the obligation or responsibility of the Lakeville Area Arts Center or the City of Lakeville. The contractor, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of the Lakeville Area Arts Center or the City of Lakeville.
- 14) The caterer further agrees to defend and hold harmless the Lakeville Area Arts Center and the City of Lakeville from any claims, demands, actions or causes, or action arising out of any performance of, or with relation to, the work or services provided to be performed or furnished by the caterer under the terms of this agreement.

III. ALCOHOL POLICY

Alcoholic beverages may be served at activities and events held at the Lakeville Area Arts Center according to the following guidelines:

- 1) All Renting Organizations/Individuals distributing and/or consuming alcohol outdoors at the Lakeville Area Arts Center must comply with and abide by all Federal, State and Municipal laws and ordinances and should contact the City Clerks office for licensing.
- 2) If the Renting Organization/Individual would like to serve alcohol at an indoor event, they are required to hire the services of the in-house bar service.
- 3) Alcoholic beverage service will end no later than 12:00 a.m. or as determined by the license issued by the City Council. Alcohol must stay in a clearly defined rental space. The Renting Organization/Individual will be responsible for making sure its guests follow this policy. All containers used for consumption must also remain in the defined space.
- 4) Violation of the rules set forth in this policy may result in the denial of future rental requests, cancellation of future reserved space at the Lakeville Area Arts Center and forfeiture of the damage deposit.

ACKNOWLEDGMENT: The Organization/Individual acknowledges that use of the facility for an event may include the risk of serious injury or death including, but not limited to, possible exposure to and illness from infectious diseases including but not limited to methicillin-resistant Staphylococcus aureus (MRSA), influenza, and coronavirus disease 2019 (COVID-19). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. The Organization/Individual KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for use of the facility.

USE POLICY: Use of the facility must comply with the stated and customary terms and conditions for the event as regards to protection against infectious diseases, including but not limited to any applicable Governor’s Executive Orders and Department of Natural Resources (DNR) and Minnesota Department of Health (MDH), including the Outdoor Recreational Guidelines, which can be found at <https://www.dnr.state.mn.us/aboutdnr/covid-19-outdoor-recreation-guidelines.html>.

By signing this agreement, I declare that I have read, understand and agree to all of the terms and condition of this Agreement.

Date: _____

User

Renters must return a signed copy of this document, once per calendar year to Nancy Schulte at nschulte@lakevillemn.gov or by mail to **Lakeville Area Arts Center – 20195 Holyoke Avenue, Lakeville MN, 55044**