

Lease Agreement for use of  
**Tippecanoe Arts Federation**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Tippecanoe Arts Federation, Inc., hereinafter referred to as the LESSOR with offices at 638 North Street, Lafayette, Indiana 47901 and:

- Nonprofit/Gov't (Name): \_\_\_\_\_
- Other (Name): \_\_\_\_\_

herein after referred to as the LESSEE.

Witness as follows:

1. The LESSOR leases the following areas for the period described in paragraph (3) of this lease at the Tippecanoe Arts Federation facility, 638 North Street Lafayette, Indiana, hereinafter referred to as TAF and including the following specific areas:

- \_\_\_ 1) Wells Reception Hall
- \_\_\_ 2) Indiana Fiddlers Room
- \_\_\_ 3) North Meeting Room
- \_\_\_ 4) West Meeting Room
- \_\_\_ 5) Annex

2. The LESSEE shall use the above spaces for the purpose of:

3. This lease is for the following date(s) and time (s)

4. If an event, open to the public, the actual event dates and times must be listed below:

5. The LESSEE agrees to pay the LESSOR for all labor and materials incurred in connection with the LESSEE's use of the premises. The charge for said labor shall be computed in accordance with the LESSOR's fee schedule. The LESSEE hereby acknowledges receipt of said fee schedule which is attached to this lease.

6. LESSEE agrees to pay the LESSOR \_\_\_\_\_ for use of space in the LESSOR's facility. In addition, the LESSEE agrees to pay labor charges and any other applicable service fees.

7. This lease becomes effective upon receipt of full payment. The balance of any charges accrued during or after the event shall be paid by the LESSEE to the LESSOR within fourteen (14) days of billing.

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8. The LESSEE shall be responsible for any and all labor costs whether they be provided by the LESSOR or the LESSEE. The LESSOR shall provide the following labor for the LESSEE:

- 1) Cleaning of leased premises
- 2) Set-up and/or teardown
- 3) Concessions
- 4) Security

9. If the LESSOR provides any of the above labor, the LESSEE shall pay the LESSOR for said services in accordance with the LESSOR's fee schedule. The LESSEE hereby acknowledges receipt of said fee schedule.

10. Tickets, invitations and other admission documents for events at TAF shall be printed/prepared solely by the LESSOR.

11. The LESSEE will be required to set its ticket prices and inform the LESSOR by the date of \_\_\_\_\_ to allow adequate time for sale of tickets. Any for profit or fundraising events are subject to additional rental fee.

12. The LESSEE may choose to arrange catering. *See fee schedule for TAF preferred caterers.* For an event serving food prepared by the LESSEE (not a caterer), preparation may not be done at Tippecanoe Arts Federation. Warming and reheating of food are permitted in the kitchen.

13. The LESSEE also requests the following equipment for its use while leasing Tippecanoe Arts Federation:

- 1) TAF piano
- 2) Overhead Projector
- 3) Movie Screen
- 4) Sound Equipment
- 5) Slide Projector
- 6) TV/VCR/DVD
- 7) Podium
- 8) Radio
- 9) Tables and/or chairs (please circle) # Requested: \_\_\_\_\_
- 10) Other: Please list \_\_\_\_\_

14. It is the intention of the LESSOR to maintain the pianos through regular tuning. If LESSEE deems it necessary to require that a piano be tuned, it will be at the expense of the LESSEE. LESSEE must notify the LESSOR of the need for piano tuning sufficiently in advance to allow its achievement. LESSOR will make arrangements for the piano to be tuned by a LESSOR approved piano technician. The LESSEE further agrees to pay for any damages resulting in the failure to comply with the conditions of this item.

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15. No smoking is allowed in TAF. Failure to abide by this requirement shall result in immediate expulsion of the offending individual. This lease may be declared null and void if the LESSEE is deemed by the LESSOR to have inadequately communicated or enforced this provision to the LESSEE's affiliates or the public while leasing TAF. LESSEE is responsible for any costs incurred by LESSOR to remove any smoke odors from the facility.

16. It is necessary that adequate security and cleanup labor be provided in the use of TAF. If, in the opinion of the LESSOR, additional security or cleanup beyond that already specified is needed to perform this lease, the LESSOR may hire additional labor to cover said services at the expense of the LESSEE.

17. If, in the opinion of the LESSOR, technical services are not being adequately provided by the LESSEE in the use of the LESSOR's equipment or facilities, the LESSOR may hire additional labor to cover said services at the expense of the LESSEE. If, LESSEE provides any of its own tech labor, the specific person used for this purpose must be approved by the LESSOR.

18. Safety and fire regulations shall be observed at all times by the LESSEE in the use of the LESSOR's premises.

19. Any damage to the LESSOR's premises while in use by the LESSEE shall be the responsibility of the LESSEE.

20. In the event that TAF shall be destroyed or damaged by fire or by any other cause, or if any other casualty or Act of God shall render the fulfillment of this agreement impossible, the LESSOR shall not be held liable by the LESSEE.

21. The LESSOR assumes no responsibility for liability for any property brought onto the premises of the LESSOR by the LESSEE.

22. The LESSOR'S board of directors, officers, and staff are hereby expressly relieved and discharged from any and all liability for any loss, damage, or destruction of property that may be sustained by the LESSEE in connection with any service to be carried out under the terms of this agreement.

23. LESSEE agrees to comply with all applicable city, county, state and federal laws, and shall conduct no illegal act on the premises.

24. LESSEE agrees to indemnify, defend, and hold LESSOR, its board of directors, its officers, and staff harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises.

25. In the event the LESSOR, its board of directors, its officers, and/or its staff are required to file any action in court in order to force any provisions of this agreement,

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LESSEE agrees to pay the LESSOR all reasonable attorney fees, court fees, and costs of suit incurred by LESSOR, including all collection expenses and interest due.

26. Be it hereby provided that this lease agreement between the LESSOR and the LESSEE is not assignable by the LESSEE nor is it subject to any sublease by the LESSOR.

THE TERMS, conditions and limitations on the use of the LESSOR's premises by the LESSEE, the charges to be made to the LESSEE and the responsibilities to be assumed by the LESSEE all as set out in this lease are specifically made a part of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate by their respective and authorized officers on the day and year written below.

**Total Anticipatory Cost to LESSEE:** \_\_\_\_\_

*\*Any additionally incurred charges for or otherwise will follow the fee schedule provided and be billed after the date to be paid within 14 days of billing.*

**LESSOR**

**LESSEE**

BY: Tetia Lee

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: Executive Director

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**FEE SCHEDULE  
for all room rentals  
Tippecanoe Arts Federation, Inc.  
638 North Street  
Lafayette, IN 47901**

The fees for the use of any of the Tippecanoe Arts Federation premises or any of the labor or material furnished by Tippecanoe Arts Federation shall be paid in accordance with the lease agreement. The rental charge as calculated by the terms of the lease shall be due and payable to Tippecanoe Arts Federation, Inc. before the first day of the event unless otherwise agreed. Any labor and service fees shall be paid within 14 days of billing.

The following is a list of fees to be charged by Tippecanoe Arts Federation, for the use of the premises and/or labor and material to be provided. Any fees not covered on this schedule shall be negotiated at the time of the execution of the lease between the LESSOR and the LESSEE. Any and all rental charges shall be based upon this fee schedule unless otherwise agreed upon by the parties.

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**LABOR**

Security	\$15.00 per hour
Technical	\$30.00 per hour
Excessive Cleanup	\$25.00 per hour

Piano tuning at cost by approved personnel or service

**EQUIPMENT RENTAL**

**6 Foot Tables** (24 total)  
\$2.50 each

**Chairs**  
\$.50 each

**Pedestals** (33 various shapes and sizes)  
\$1.00 each

**CATERING**

If the LESSEE decides to provide the catering or use a non-preferred caterer, the LESSEE will be subject to an additional charge. The LESSOR must approve in advance the caterer the LESSEE plans to use for the event. For an event serving food prepared by the LESSEE (not a caterer), preparation may not be done at Tippecanoe Arts Federation.

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Preferred caterers for events at the Tippecanoe Arts Federation are Sovereign Catering and Christo's/Red Seven. For Sovereign Catering contact [sovereigncatering@gmail.com](mailto:sovereigncatering@gmail.com) or call 765-404-8481. For Christo's/Red Seven contact

The LESSEE is responsible for all communication and arrangement with preferred caterer. Prices are subject to change without notice.

The LESSEE's caterer must have an appropriate alcohol permit and licensed bartenders if the event will provide alcohol. The LESSEE is responsible for preparation of the application for a permit and obtaining bartenders. Proof of approved permit and liquor/event liability insurance are required at least 10 days before the event. All liability surrounding consumption or dispersing of alcohol is assumed by LESSEE. Under no circumstance is LESSOR, its board of directors, staff or volunteers liable for any situation arising from the consumption, allocation or presence of alcohol.

### **BEVERAGE SERVICE**

Coke Products	\$ 1.00 per can
Bottled Water	\$1.00 per bottle

### **CANCELLATION**

LESSEE will forfeit all deposit fees for canceling less than 60 days before the leased date. Full rental fee plus a \$50.00 service fee will be owed with cancellation less than 30 days before the event. Weather emergencies will be considered for making exceptions to cancellation fees.

\*Use of Wells Reception Hall by non-members will require security personnel for all events. Member organizations may utilize a volunteer for this function, subject to approval of Tippecanoe Arts Federation. In these instances, the security personnel must be identified in writing in advance of the event. Tippecanoe Arts Federation personnel will be used for all other non-member events.

The LESSEE is subject to 7% sales tax. If sales tax-exempt, a tax exempt certificate is required before event date.

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**FACILITY PRICING:**

Category	Minimum Annual Dues or Friend Donation	East Meeting Room	West Meeting Room	North Meeting Room	Wells Reception Hall
<b>Member Organizations</b> <b>Non-profit Arts/Cultural Organizations</b> (Arts: visual, performing, musical, literary) (Cultural: historical, architectural, linguistic, cultural diversity)	<ul style="list-style-type: none"> <li>•\$50 (budget \$1-\$5K)</li> <li>•\$65 (budget \$5,001 - \$10K)</li> <li>•\$90 (budget \$10K - \$50K)</li> <li>•\$140 (budget \$50K+)</li> </ul>	<b>12 free uses/year</b> \$10/additional use (paid with reservation) not to exceed 12 uses without Member Services committee authorization.			\$150 if charging for event \$100 not charging for event \$25 student recital
<b>Member Organizations</b> <b>For-profit Arts/Cultural Organizations</b> (Arts: visual, performing, musical, literary) (Cultural: historical, architectural, linguistic, cultural diversity)	<ul style="list-style-type: none"> <li>•\$50 (budget \$1-\$5K)</li> <li>•\$65 (budget \$5,001 - \$10K)</li> <li>•\$90 (budget \$10K - \$50K)</li> <li>•\$140 (budget \$50K+)</li> </ul>	<b>12 free uses/year</b> \$20/additional use (paid with reservation) not to exceed 12 uses without Member Services committee authorization.			\$200 if charging for event \$150 not charging for event \$50 student recital
<b>Member Organizations</b> <b>Non-profit Community Partner</b> (library, school/university, environmental preservation, community center, neighborhood association)	<ul style="list-style-type: none"> <li>•\$50 (budget \$1-\$5K)</li> <li>•\$65 (budget \$5,001 - \$10K)</li> <li>•\$90 (budget \$10K - \$50K)</li> <li>•\$140 (budget \$50K+)</li> </ul>	<b>6 free uses/year</b> \$10/additional use (paid with reservation) not to exceed 6 without Member Services committee authorization.			\$150 if charging for event \$100 not charging for event \$25 student recital
<b>Member Organizations</b> <b>For-profit Community Partner</b> (library, school/university, environmental preservation, community center, neighborhood association)	<ul style="list-style-type: none"> <li>•\$50 (budget \$1-\$5K)</li> <li>•\$65 (budget \$5,001 - \$10K)</li> <li>•\$90 (budget \$10K - \$50K)</li> <li>•\$140 (budget \$50K+)</li> </ul>	<b>6 free uses/year</b> \$20/additional use (paid with reservation) not to exceed 6 without Member Services committee authorization.			\$200 if charging for event \$150 not charging for event \$50 student recital
<b>Individual Artist Members</b>	\$35	\$45 up to 4 hrs \$15/addl hr	\$30 up to 4 hrs \$15/addl hr	\$40 up to 4 hrs \$15/addl hr	\$150 if charging for event \$100 not charging for event \$25 student recital
<b>Individual Friends of TAF</b>	\$100 (cash)	\$75 up to 4 hrs \$15/addl hr	\$50 up to 4 hrs \$15/addl hr	\$60 up to 4 hrs \$15/addl hr	\$150 if charging for event \$100 not charging for event \$25 student recital
<b>Business Friends of TAF</b>	\$100 (cash)	\$75 up to 4 hrs \$15/addl hr	\$50 up to 4 hrs \$15/addl hr	\$60 up to 4 hrs \$15/addl hr	\$200 if charging for event \$150 not charging for event \$50 student recital
<b>Non-Members</b>					
<b>Unaffiliated</b>					
<b>Nonprofit or Government</b>	X	NA	NA	NA	\$250 base fee up to 6 hrs; \$20 each additional hour
<b>Unaffiliated</b>					
<b>For-profit or Individuals</b>	X	NA	NA	NA	\$350 base fee up to 6 hrs; \$20 each additional hour
* All qualified to use the Wells Facility may use the Wells Reception Hall for student recitals for \$25.					
All member organizations get priority reservations over non-member reservation applicants.					

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