

## Round Lake Auditorium – Rental Agreement

Re-adopted 2/02/2023

The Round Lake Auditorium is owned by the Village of Round Lake and may be rented for public or private events. Rental agreements cover use of the Auditorium building's interior space only. Use of Auditorium grounds requires additional approval and may incur additional fees. Proceeds help support the operation and maintenance of the Auditorium.

Only one rental event is scheduled per day. Dates may be booked up to one year in advance. All rental requests must go through the Village Office. Rental contracts will be signed by both the renter and the Village Mayor or Village Clerk. The Village Board may waive or modify any or all of the Rental Policy, on a case-by-case basis.

### ***Rental Fee***

The Auditorium is available for either half-day (4 hour) or full-day (6 hour) rentals. Events must end by 10:00pm at the latest.

Days of the Week	Affiliation	Half Day (4 hrs)	Full Day (6 hrs)
Monday – Thursday	Village residents	\$125.	\$225.
	Non-village renters	\$300.	\$600.
Friday – Sunday	Village residents	\$200.	\$375.
	Non-village renters	\$450.	\$900.
	Not-for-profit organizations		\$250.

### ***Additional Fees and Deposits***

**Date-Hold Deposit and Rental Fee Payment.** A nonrefundable deposit (30% of the rental fee) is required to hold the date. The rental fee balance is due two weeks prior to the event unless other arrangements were made in the rental contract.

**Damage Deposit.** Additionally, a damage deposit of \$500 must be paid two weeks prior to the event. If there are no damages, the deposit will be returned within seven (7) business days after the event (with the exception noted in Ticket Sales.)

**Ticket Sales.** The Village generally receives a percentage of ticket sales for fundraisers and for-profit events. This percentage will be determined prior to the signing of the rental contract. Renters must provide the Village with an accounting of ticket sales and pay the Village its share of the proceeds within five (5) business days after the event. The security deposit will not be returned before the Village receives its percentage of the proceeds.

**Overtime.** Events that continue beyond the scheduled rental timeframe (4 hours for half-day rentals, 6 hours for full-day rentals) accrue additional fees of \$125 per hour.

### ***Additional Stipulations***

**Capacity.** Events may not have more than 400 attendees unless authorized in advance by the Village Office.

**Set-Up (Load-In) and Load-Out.** Rental includes two hours of set-up immediately prior to the event and one hour of load-out immediately after the event. All Auditorium activity must take place between the hours of 8:00am and 10:00pm.

- **Load-Out.** Within one hour after the event's end, all tables, chairs, decorations, set pieces, and any other equipment brought in for the event must be removed. The Auditorium and grounds must be free of garbage and left "broom swept," in the same or better condition than at the beginning of the rental period. If not, a substantial charge will be deducted from the damage deposit.

- **Tents.** Tents may be set up one day prior to the event with permission in advance from the Village Office. Renters must contact Dig Safely New York to insure safe installation of the tents. Tents must be removed by noon on the day following the event, unless other arrangements were made with the Village Office in advance. Renters are responsible for the impact on the grounds from tents or other equipment.

**Sound, Lighting, and Audio/Visual Equipment.** Basic stage and Auditorium lighting is included and a sound board is available for professional use. Any other sound system and audio/visual equipment must be provided by the renter. Music, live or recorded, must be contained within the Auditorium and cannot be played on the exterior grounds without prior permission from the Village Office. Sound must not exceed levels established in the Village sound ordinance. The Auditorium is situated in a residential area and renters are asked to be considerate about noise levels.

**Catering:** There are no cooking facilities in the Auditorium. Food must be prepared off-site and brought to the Auditorium on the day of the event. With advance permission from the Village Office, renters may bring barbecue grills onto Auditorium grounds. Grills must be placed at least 15 feet from the building. Day of use refrigerated storage is subject to availability. No food or beverages can be stored overnight in Auditorium refrigerators. If alcohol is to be served, the caterer must have a valid liquor license. Any required permits are the responsibility of the renter.

**Furniture and Equipment.** All tables, chairs, set pieces, and equipment must be provided by the renter. The Auditorium's historic, permanently installed seating may be used (with care) by attendees.

**Decorations:** All decorations must be put up with removable adhesives. Nails, screws, tacks, staples or other metal fasteners may not be used in the Auditorium. Care must also be taken not to damage Auditorium grounds. All decorations must be removed during the allotted load-out time following the event.

**Candles.** Open-flame candles are prohibited inside the Auditorium. Candles encased in glass holders specifically designed for that purpose may be carefully used on tabletops. Lit candles may not be left unattended.

**No Smoking.** Smoking is prohibited inside the Auditorium. Smoking is allowed in the designated smoking area, outside the western entrance to the Auditorium. Please use the receptacle for cigarette butts as provided.

**Parking.** Parking in the Village is extremely limited. Cars parking on the street or grassy areas are subject to towing. Event parking is available to the west of the Village, at the entrance to the Zim Smith Trail and to the north of the Village, adjacent to the ball fields. Renters must make arrangements for parking. Events expecting over 50 vehicles must submit a parking plan in advance and receive approval from the Village Office. Previous renters have used golf carts to transport attendees with limitations from the parking areas.

**Insurance.** A liability insurance certificate must be delivered to the Village Office two weeks prior to the event. The renter agrees to assume liability for any damage to the Auditorium as a result of the renter's gathering. The insurance certificate must be in a form acceptable to the Village.

- **Businesses.** Businesses and organizations must provide a certificate of insurance with a minimum of \$1,000,000 liability coverage, naming the Village of Round Lake as an additional insured.

- **Caterers.** If an event is catered, the caterer must also supply the Village with a certificate of insurance with a minimum of \$1,000,000 liability coverage, naming the Village of Round Lake as an additional insured.

- **Individuals.** Individual renters must supply the Village with a copy of their homeowner's or renter's policy in a form acceptable to the Village. The requirement for naming the Village of Round Lake as an additional insured is waived but the policy must carry a minimum of \$500,000 in personal liability coverage, \$500,000 in general liability coverage or \$500,000 in family liability coverage.

**Damage and Loss.** Renters are responsible for damage to the Auditorium or its grounds, or to any Auditorium equipment caused by the renter, attendees, or independent contractors hired for the event. The Village is not responsible for loss of any items left on the premises prior to, during, or after the event.

**Litigation.** Any damages sustained by the renter as a result of this policy or the contract signed pursuant to the policy shall be limited to the rental fee paid by the renter. Any litigation brought with respect to this policy or the contract signed pursuant to the policy shall be received and reviewed in Saratoga County Supreme Court.

**Auditorium Contact Person.** A contact person designated by the Village will be available during the set-up and load-out periods as well as the event. The contact person has the absolute authority to direct operations and use of the Auditorium for the rental period.

**Payment.** All checks are payable to the Village of Round Lake.

Renter's Signature & Date \_\_\_\_\_

Village Official's Signature & Date \_\_\_\_\_