Rental Agreement

1. Space Rental Terms

1.1. Renter must pay in full to reserve the time(s) and date(s).

1.2. Cancellations made at least 14 days in advance of reservation will receive a refund of 50% of rental fee. Renters are not eligible for a refund if cancellation is within two weeks of reservation.

1.3. Renter may reschedule, rather than cancel, for an additional fee of $25.

1.4. Renter agrees to pay all charges incurred by self or guests.

1.5. All renters are responsible for their own liability insurance.

1.6. Renter is liable for expenses incurred due to failure to turn off lights, thermostat, and water or failure to secure the premises upon leaving.

1.7. Renters are only to enter heARTS premises during their paid time(s). Any additional time requires prior approval from heARTS. Any time spent on premises beyond agreed upon rental times constitutes trespassing. heARTS reserves the right to terminate and/or suspend rental privileges if renters are found in violation.

1.8. heARTS reserves the right to free access to enter any portion of the studio at any time.

2. Rules and Regulations

2.1. Personal Property. heARTS is not responsible for the personal property of renters or guests while on premises.

2.2. Everything brought into the building (food, beverages, decorations, trash) must be removed at the conclusion of the event and premises left clean.

2.3. Renter agrees and warrants that there shall be no distribution of alcohol on the premises.

2.4. All events that involve public entry cannot exceed 35 person occupancy.

2.5. Clean up is the responsibility of all renters. It includes turning off the thermostat, sweeping the floor, emptying trash and returning furniture to original set-up. Cleaning supplies provided by heARTS.

2.6. No advertising shall be distributed or posted without prior consent of heARTS.

2.7. Renter agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, scotch tape, staples, etc. Only the use of non-permanent adhesive that does not leave a residue is permitted. No candles or open flame are permitted at any time.
2.8. Renter agrees to take appropriate steps to supervise any minor guests, including the following youth to adult ratios:
   0-5 years old = 6:1
   6-12 years old = 8:1
   13-17 years old = 10:1

2.9. Agreement Not Inclusive. The Rules and Regulations contained herein are not inclusive. Signs posted in the space, directions, and other written guidelines will serve as additional rules.

2.10. heARTS reserves the right to amend the Rules and Regulations.

2.11. heARTS reserves the right at any time to terminate and/or suspend the rental privileges of any renter for failure to comply with any of the Rules and Regulations or for conduct that heARTS determines improper or detrimental to heARTS or other renters. The terminated renter will remain liable for all dues and other indebtedness incurred prior to the termination.

3. Waiver of Liability

3.1. As a consideration for being granted access to the rental of this space, Renter agrees that heARTS shall not be held responsible or liable to any Renter or Guest for injury to their person or damages or loss of property for any reason. The undersigned, on its behalf and on behalf of all family Renters, hereby voluntarily assumes all risk of personal injury, property loss or damage, and/or other damages to the undersigned resulting from or in any way associated with the undersigned (and family Renters’) entry upon heARTS property and/or participation in any of the activities sponsored by heARTS. Further, the undersigned, on its behalf and on behalf of all family Renters, hereby releases heARTS and its officers, agents, and employees from every claim, liability, or demand of any kind or on account of any personal injury, property loss or damage, or other damages resulting from or in any way associated with the undersigned’s (and the family Renters’) entry upon property of heARTS and participation in its activities. This includes, but is not limited to, liability for all damages from the active or passive negligence of heARTS or its agents. Further, the undersigned confirms they have read and understand this release.

3.2. This agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. The Agreement may be altered, amended, or modified in whole or in part at any time only by writing signed by all the parties hereto.

3.3. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

The undersigned states that they have read and understands the terms and conditions of this Agreement, agrees to be bound by such terms and conditions, and acknowledges that they have received a copy of this Agreement.

Renter Signature: ____________________________________________

Print Name: _______________________________ Date: _______________