

Date of Event: _____, 20__



Yoknapatawpha Arts Council
Mailing Address: PO Box 544
Location: 413 South 14th Street,
Oxford, MS 38655
p: (662) 236-6429 f: (662) 236-6988
yacoperations@gmail.com

Powerhouse Community Arts Center Usage Agreement

The Powerhouse Community Arts Center is a multi use facility that may be used by arts organizations, civic groups, businesses to enrich the community. The facility is utilized for a diverse range of functions including presenting gallery exhibits of art for the public. Due to the nature of the facility, art on exhibit will not be removed.

This agreement entered into this the ____ day of _____, 20____, between the Yoknapatawpha Arts Council (YAC), Lessor and the following Lessee:

Please list the contact information for the person who should be contacted regarding event details.

Name _____

Address _____

City/State/Zip _____

Contact _____

Phone Work _____ Cell _____

Email Address _____

I. Usage Terms

The Yorknapatawpha Arts Council, Lessor, agrees to allow the Lessee named above, the usage of the Powerhouse Community Arts Center, as follows:

Type of Event _____

Number of attendees expected _____

(Maximum Seated – 222 auditorium style; Maximum Standing – 400 per room)

Date of Function _____

Weekday Weekend

Times of Function

Setup: Begin: _____ End: _____ Doors Open: _____

Event: Begin: _____ End: _____

Admission Fee? Y/N \$ _____

Events selling tickets online must use the Arts Council ticketing service. All tickets, including admission at the door, must include a renovation fee of 10% of the face value of the ticket or a minimum of \$0.50 a ticket, which will be remitted to the Arts Council.

* All ticketed events are required to provide 2 sets of complimentary tickets for use in the Art for Everyone program and no cost or fees will be charged to the ticket holder.

Fees & Deposits:

Powerhouse Usage:

The Powerhouse Usage period covers **one day use** of the building - should your event require time for setup, rehearsal, or clean up this may result in additional fees. Fees do not include the City Event Permit. Events are required to secure a City Event Permit if the event is larger than 40 people and will include the service of alcohol.

If you require time the day before your event for setup, rehearsal, etc., it's a \$500 fee to reserve that time and space.

A non-refundable deposit of \$350 is required to secure the use of the Powerhouse.

Final balance must be received 15 days prior to the event date.

Usage Fees

Private Event	\$4000
Gallery Space Only	\$2500
Class/Meeting (1/2 day)	\$750

Powerhouse Usage Fee

\$ _____

This fee includes the following:

- Use of the Powerhouse from 9 am to 12 am (Monday-Wednesday & Saturday) or 1 am (Thursday & Friday)
- 10 – 6ft rectangular tables
- 10 – 36-inch standing/seated cocktail tables
- 10 – 60-inch round tables
- Kegerator for catering (product must be purchased from Clark Beverage)
- 2 rustic wooden bars
- 100 brown conference chairs
- 100 black theater chairs
- Sound system including basic mic, sound, and a projector (if needed)
- 1 security guard
- House Manager (available during setup and during your event)

Deposit

Deposit – (\$350 non-refundable fee due at signing) – \$ _____

Additional Fees (may be required based on your needs)

Tablecloths (black or white) _____ at \$15 each \$ _____

Please circle desired color of tablecloth

Additional Setup (you need time for setup/rehearsal **prior** to your event, fees vary) \$ _____

Non-Approved Caterer Fee (see below for details) \$350 \$ _____

Additional Security (\$____/hour) # of guards _____ x hours _____ \$ _____

Additional Services: _____ \$ _____

Total Additional Fees \$ _____

Total (due 15 days prior to event) \$ _____

Damage

Lessee is responsible for ensuring the facility is maintained or returned to the condition prior to your event. Lessee shall pay for damage including cleaning that exceeds normal cleaning (vacuuming, mopping and trash) to the facility, its equipment, or exhibits during the usage of the building.

Security & House Manager Fees

The Powerhouse may require staff to be on hand to assist with your event. A house manager will be provided to coordinate with your vendors for the set up and clean up of your event.

The Arts Council requires events at which alcohol will be served to have licensed security officers on hand for the safety of guests. Security will be arranged through the Powerhouse and provided by an approved security service. One guard will be provided as part of the usage of the space if alcohol will be served at your event.

Larger events or events that will serve alcohol outside of the building will require additional security guards. The Lessee shall be responsible for this additional expense. Events over 100 attendees will require an additional guard per 75 people.

Contracted Services for Event

The Lessee will provide a copy of this contract to all service providers it has contracted with for the event including but not limited to: caterers, bartenders, artists, performers, and sound technicians.

The Lessee will provide the Powerhouse with contact information for all service providers contract for the event. The will include name of contracted business, contact, physical address, phone number, email address and type of service to be provided.

Catering Fees

The Arts Council provides a list of caterers who have provided all required city permits and agreed to the terms for catering set forth by the Arts Council. If you would like to use a caterer for your event not on the list, an additional fee of \$350 is required and the caterer must adhere to Arts Council's catering agreement.

II. General Terms

- A. The Lessor has not guaranteed usage of the Powerhouse until a returned contract and deposit has been accepted.

- B. Lessee agrees to use and occupy the premises in accordance with all applicable local, state and federal ordinances.
- C. Lessee agrees to the following additional regulations:
 - 1. The Powerhouse is a non-smoking facility. Smoking is allowed out of doors only.
 - 2. No open flames permitted indoors. Votive candles may be used but must be confined to non-flammable votive-holders.
 - 3. No glass bottles or glasses shall be distributed to guests to serve beverages without the express permission of the Powerhouse.
 - 4. No glass containers, plates, or cups shall be used without the express permission of the Powerhouse.
 - 5. Equipment or materials rented for use during the Lessee's event shall be removed from The Powerhouse at the end of the event.
 - 6. No glitter, rice, confetti, or birdseed shall be used at any occasion, indoors or outdoors at the Powerhouse.
 - 7. No nails, tacks, staples or tape shall be used to attach anything to the walls, floor or ceiling of the Powerhouse without the express consent of the Powerhouse.
 - 8. No furniture or artwork shall be moved or removed at the Powerhouse without the express consent of the Powerhouse.
 - 9. Parking in Newk's parking lot during events is prohibited and violators will be subject to towing at their expense.
 - 10. Donation box must remain in the gallery during all events.
 - 11. Events that require out of the ordinary cleaning shall be required to pay an additional cleaning fee of \$300 per incident.
- D. Lessee agrees to the following hourly usage restriction, unless expressly granted exception by the Powerhouse:
 - 1. Saturday through Wednesday: no later than 12 am. (alcohol service on Sundays can only occur between 12 pm and 9 pm)
 - 2. Thursday and Friday: no later than 1 am.
- E. Arts Council provides three power sources for bands, DJ's and special events. Lessee shall be responsible for making sure entertainment has the equipment to fit or perform using the power sources available in the Powerhouse.
- F. Alcoholic beverages are permitted at functions and events at the Powerhouse. If Lessee intends to serve alcoholic beverages, they must do so in accordance with Oxford City Ordinance Section 5-13(b) which requires the use of a "licensed caterer." Lessee understands and agrees that they are fully responsible for ensuring that no one under legal age shall be served alcoholic beverages on the premises and must secure a City Event Permit (included in this contract) for events with 40 or more attendees.

- G. Lessee shall be responsible for obtaining liability insurance for actions arising from its use of the premises. Lessee accepts liability for the welfare of the premises, as well as the equipment, audience and all workers and volunteers used on the premises during the rental event, as well as for set up and tear down of the same. Lessee shall indemnify and hold harmless the Powerhouse and the Yoknapatawpha Arts Council from any and all costs, claims, losses, expenses, damages and liabilities, including reasonable attorney's and other professional fees, incurred or sustained by either entity arising directly or indirectly from 1) the use of occupation of the premises and/or 2) breach of this Usage Agreement.
- H. Lessee shall provide all personnel required to properly conduct the event for which the premises has been rented, including caterers, set up and tear down crews, etc. (See checklist below)
- I. Lessee agrees to restore the facility and premises to the same condition in which it was found prior to the usage event. Failure to do so will result in additional charges. Lessor agrees to take care of the premises and maintain all the personal properties, equipment, furniture and furnishings in good condition during the term of this agreement.

Lessee agrees to restore the premises to the condition in which it was found, including, but not limited to:

- All Powerhouse furniture, fixtures and seating must be moved back to its original location.
- If using any items provided by the Powerhouse, they should be cleaned and returned to their original place.
- All food and beverages brought in by Lessee and stored at the Powerhouse must be removed from the building.
- All garbage cans must be emptied and all trash must be placed in the dumpster on 14th Street.

III Penalties & Fees

In the event that guidelines of the usage agreement are not followed by the Lessee or service providers contracted by the Lessee, the Yoknapatawpha Arts Council retains the right to contract with labor to remove, repair or dispose of materials left behind by the Lessee to return the building to the original state prior to the Lessee's usage. The Lessee shall be responsible for all expenses incurred by the Lessor to restore the building to its prior state and shall be held harmless for any damages or loss to the materials.

Please use the above checklist for restoring the Powerhouse after your event.

Executed and agreed to on the date first written above:

Lessor

Lessee

**Powerhouse Community Arts Center
Event Contact Summary**

Please return the following forms and layouts with your final deposit at least 10 days prior to your event

Event Name: _____ Event Date: _____

Contact Person for Event: _____

Phone Number(s): _____ Email: _____

SPACE(S) REQUIRED: (FILL IN MAPS ON ALTERNATE SHEETS)

GALLERY THEATRE WORKROOM FRONT SHEDS DRIVEWAY

GREEN ROOM S. STAIRCASE N. STAIRCASE SCULPTURE GARDEN

Powerhouse Equipment

YAC SEATING: Theatre Seats: _____ Padded Vinyl: _____

YAC TABLES: 6' Rectangular: _____ 60" Round: _____ 36" Cocktail: _____

Do you need the following? SPEAKERS/PROJECTOR/SCREEN/MICROPHONE/PODIUM

Caterer

Name: _____

Contact: _____

Address: _____ City: _____ St _____

Phone: _____ Cell phone: _____

Bartender

Name: _____

Contact: _____

Address: _____ City: _____ St _____

Phone: _____ Cell phone: _____

Talent

Name: _____

Contact: _____

Address: _____ City: _____ St _____

Phone: _____ Cellphone: _____

Equipment Rental

Name: _____

Contact: _____

Address: _____ City: _____ St _____

Phone: _____ Cellphone: _____

Sound

Name: _____

Contact: _____

Address: _____ City: _____ St _____

Phone: _____ Cell phone: _____

Florist

Name: _____

Contact: _____

Address: _____ City: _____ St _____

Phone: _____ Cellphone: _____

Other: _____

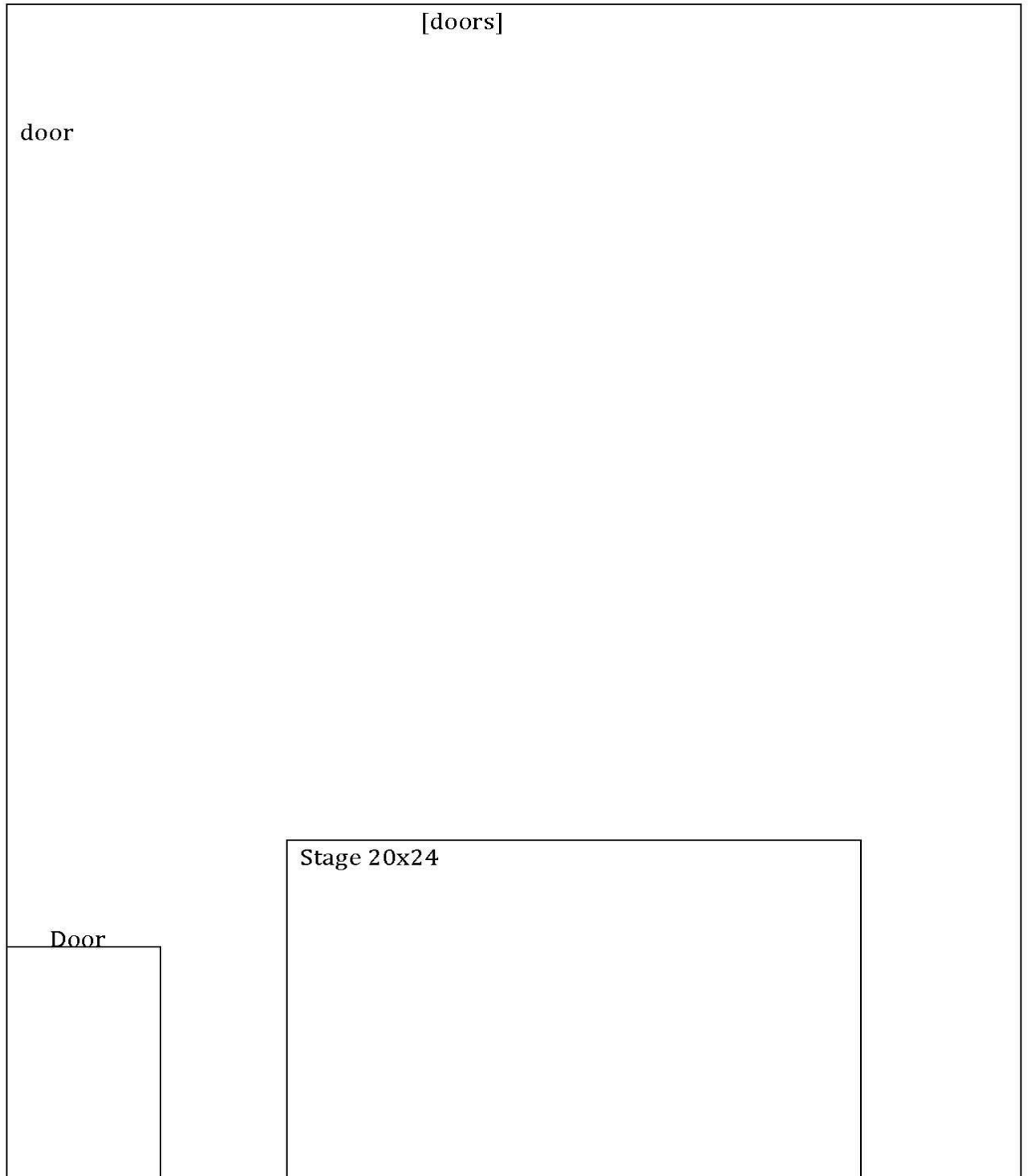
Name: _____

Contact: _____

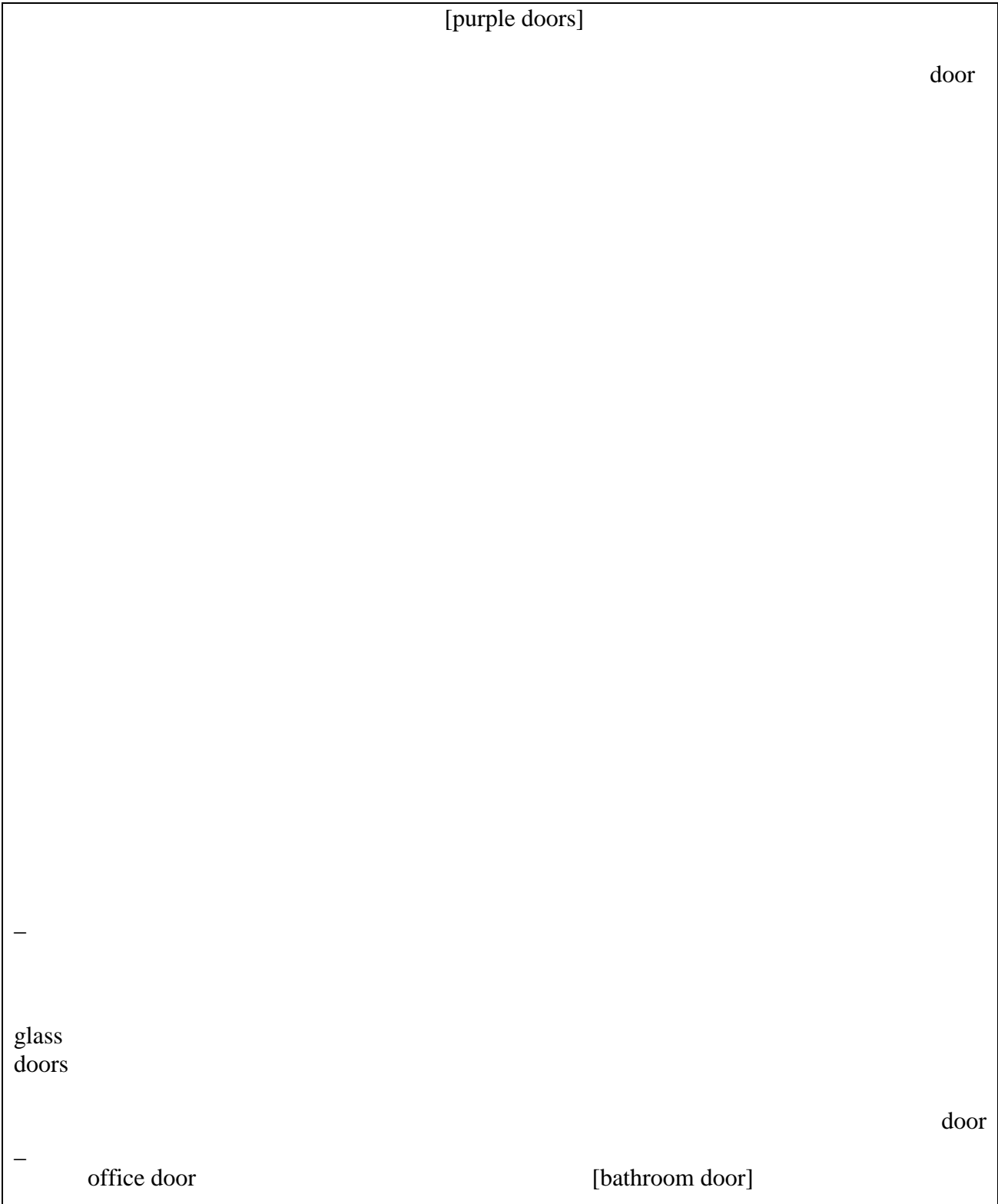
Address: _____ City: _____ St _____

Phone: _____ Cellphone: _____

THEATRE MAP 53' x 70' including stage



GALLERY MAP 40' x 70'





THE CITY OF
OXFORD

Event Permit Application

This is the application to lease property for a gathering of forty (40) or more people at which beer, light wine, or other alcoholic beverages will be consumed, "An Event". Application must be submitted at least five (5) working days prior to the event, NO EXCEPTIONS! Payment is due at the time the application is submitted. Turn all requests in to the City Clerk's office in City Hall.

I. Property Owner Information:

Name: Yoknapatawpha Arts Council
Phone Number: 662-236-6429 E-mail Address: yacoperations@gmail.com
Address: 413 S. 14th St.
Oxford \ MS \ 38655
(City) (State) (Zip Code)

Have you ever applied for an "Event Permit" before?

- Yes, permit granted.
 Yes, permit denied.
 No, this is my first application.

II. Address of Property to be Leased:

413 S. 14th St. Oxford, MS 38655

III. Lessee Information:

Name: _____
Phone Number: _____ E-mail Address: _____
Address: _____

(City) (State) (Zip Code)

Have you ever applied for an "Event Permit" before?

- Yes, permit granted.
 Yes, permit denied.
 No, this is my first application.

**107 Courthouse Square
Oxford, MS 38655**

**(p) 662-236-1310
(f) 662-232-2337**

IV. Event Information:

Date: _____ Start Time: _____ End Time: _____

Type of Event: _____

Type of Entertainment: _____

Number of Expected Guests: _____

The Event will be: Indoors _____ Outdoors _____ Both _____

Will Private Security be Provided at the Event?: Yes No _____

If yes, Contact Name: Shaw Security Phone: 662-816-5760

V. Application Fee:

The application fee is \$75.00, and it must be paid at the time the application is submitted. If the application is denied, the application fee will be returned.

Fee Paid By:

Cash _____ Check _____ Money Order _____ Credit Card _____

Date Paid: _____ Receipt #: _____

VI. Signatures:

Both the property owner and the lessee must sign this application. The City of Oxford may hold either the property owner and/or the lessee liable for the violation of the "Event Permit Ordinance" or for the violation of any ordinance or state law governing establishments operating under an on-premise retailers' permit issued by the Alcoholic Beverage Control Division of the Mississippi Department of Revenue. A copy of the "Event Permit Ordinance" will be provided to you upon request.

By signing, you agree that the information above is true and correct to the best of your knowledge. You also agree to abide by the "Event Permit Ordinance" and all other applicable ordinances.



Property Owner Signature Date

Lessee Signature Date

Approved By: Chief of Police, Oxford Police Department Date

Approved Caterers			
Name	Address	Phone	Website
A & N Catering		662-701-9684	www.ancateringms.com
Main Event	1005 North Lamar Blvd.	662-234-9300	www.citygroceryonline.com
Mugg Cakes Gourmet Cupcakes		662-380-0562	www.muggcakes.com/
My Michelle's	1308 North Lamar Blvd.	662-236-1512	mymichellesoxford.com/
Party Waitin' to Happen	1350 North Lamar Blvd.	662-236-0092	www.partywth.com
Queenissippi Catering	44 CR 231	662-609-5475	www.queenissippi.com/
Round Table (Bartending Service)	132 Courthouse Square	662-513-0588	www.facebook.com/RoundTableOnTheSquare
Tallahatchie Gourmet	119 W. Main, New Albany, MS 38652 / 1221 Van Buren Ave Oxford, MS 38655	662-534-3250	www.tallahatchiegourmet.com/
Taylor Grocery Catering	P.O. Box 4, Taylor, MS	662-801-9140	www.taylorgrocerycatering.com
South Depot Taco Shop	1004 Van Buren, Oxford, MS 38655	662-832-4489	www.southdepottacoshop.com
B's Hickory Smoked BBQ	825 College Hill Rd. Oxford, MS 38655	662-236-7090	