



BIRDHOUSE NEIGHBORHOOD CENTER

SPACE LEASE CONTRACT

Part of the Fourth and Gill Neighborhood Organization
 800 N. 4th Ave. Knoxville, TN 37917
birdhouse.knoxville@gmail.com

This agreement is made and entered into this ____ day of _____,
 by and between the Birdhouse Neighborhood Center ("the Birdhouse"), on behalf of the Fourth & Gill
 Neighborhood Organization, and _____ ("the Renter").

Renter (e.g., organization or company)			
Primary Contact (if different)			
Primary Phone			
Primary Email			
Address			
Title/Purpose of Event			
Event Date(s)		Event Hours	
If recurring, what interval?		Recurrence end date:	
Do you request to have alcohol available?		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Are you a Fourth & Gill resident?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Cost Overview		Included in Rental	
Rental Fee:	\$		
Cleaning Fee:	\$		
Refundable Damage Deposit:	\$		
TOTAL EVENT FEE DUE:	\$		
Due at time of Reservation:	\$	Due before Event:	\$
For Birdhouse Use Only:			
COA No.			

The primary purpose of the Birdhouse is to offer programs, events, and gatherings for residents of the Fourth and Gill Neighborhood and the wider community that nurture individuals and build community. The Birdhouse can be rented by individuals or organizations. Priority will be given to events that embody these goals.

The renter must agree to the Terms and Conditions listed here.

1) Fees and Facilities

- a. Event pricing is [available on our website](#) and special rates are determined on a case-by-case basis.
- b. The Birdhouse is available to rent between 8:00 am and 11:59 pm. Exceptions are considered on a case-by-case basis and must be requested 24 hours before the event.
 - i. Renter must depart the Birdhouse in strict conformance with their Event Hours. Failure to do so shall result in 1) additional fees, and 2) forfeiture of the Renter's right to use the space again in the future.
- c. The Renter agrees to a Reservation Deposit of 50% of the total event fee, which is due immediately to officially reserve a date and time ("Reservation Deposit"). The remainder of the fee is due before the event begins, unless otherwise noted in the contract.
 - i. Should the Renter cancel the event 15 days or more before the event, the Renter will receive a full refund of the Reservation Deposit.
 - ii. Should the Renter cancel the event on or within 14 days of the event, the Renter may be required to relinquish their Reservation Deposit.
 - iii. If the Birdhouse management, for whatever reason, closes its premises, the Reservation Deposit will be fully refunded.
- d. The Renter may be required to pay a Cleaning Fee, as shown in the invoice.
- e. The Renter may be required to pay a Damage Deposit (see 6a).
- f. The Renter agrees to use only the first/primary floor of the building. This includes the foyer, main room, front art gallery room, kitchen, primary bathroom, porch, and front and back yards.
 - i. The kitchen's refrigerator and sink may be used.
- g. The Renter acknowledges that there are businesses operating upstairs in the building and those tenants have access to the building 24 hours each day.
- h. The Renter agrees to uphold the Birdhouse's fire-code capacity of 49 people or less. (Pertains to the inside of the building only.)

- i. The Renter agrees to keep paths available to all exits from the building (three on the main floor and one upstairs), per fire code.
- j. The Renter must bring all supplies and materials needed for the event, including but not limited to plates, cups, napkins, coffee, food, drinks, tablecloths, decorations, tape, scissors, AV equipment, electronic equipment, rugs, and recreational activities. See Section 6 on Damage and Indemnification.
- k. The Renter may request the Birdhouse's management to be on-site for support for the duration of the event, for an additional rate of \$25 per hour.
- l. While the Birdhouse believes in supporting the local unhoused population, for the purposes of this agreement, the Renter shall not provide direct services to the local unhoused population at the Birdhouse, unless special permission is granted in writing from Birdhouse management at least 24 hours before the beginning of the Event Hours. Direct services include but are not limited to: providing meals, goods, or services. The Renter is welcome to provide indirect services, such as: collecting food or other goods to be taken to another location to hand out, or providing forums for the community to discuss related topics.

2) Catering and Alcohol

- a. Renter agrees (if using a catering service) that the caterer is licensed and agrees to provide the Birdhouse management a copy of that certification, if requested.
- b. Renter agrees to inform its event caterer (if using a catering service) of the guidelines contained in this contract that are applicable to them, including but not limited to the facility use in Section 1, setup rules in Section 3, and safety rules in Section 4.
- c. The Birdhouse has the discretion to allow or prohibit alcohol per event, which will be communicated in writing before the event.
- d. If the Renter is approved by the Birdhouse management to have alcoholic beverages at the event, the Renter will be required to obtain Liquor Liability Insurance and show proof of such insurance to the Birdhouse management before the beginning of the event.
- e. The Renter agrees to all responsibility for complying with all alcohol laws, regulations, licensing, and permits required by Knox County, the City of Knoxville, and Tennessee, and the Renter is responsible for obtaining any necessary permits.
- f. Renter agrees to remove any alcohol brought into the Birdhouse by the end the Event Hours.

3) Setup and Breakdown

- a. Setup and breakdown time is considered part of the rental time; thus, you will not have access to the space before or after your Event Hours unless otherwise noted in this agreement or in writing from management.

- b. The Birdhouse does not provide any labor involved in setup or breakdown of the Renter's event.
- c. The Renter may not store any materials for their events at the Birdhouse, including between weekly events.
- d. The Birdhouse is not responsible for any items left at the Birdhouse after or between events.
- e. The Renter agrees that all deliveries and setup arrangements must be scheduled with the Birdhouse management.
 - i. The Birdhouse shall not provide storage for delivered items.

4) Security and Safety

- a. The Renter and their guests must adhere to the Birdhouse's [Code of Ethics](#), which is available on our website.
- b. The front, side, and back doors must be unlocked at all times during the event.
- c. The Primary Contact shall be on the premises at all times during the event.
- d. Smoking is strictly prohibited inside the Birdhouse.
- e. Candles and any other flammables are not permitted anywhere in the Birdhouse. If a caterer uses sterno flames, an attendant must remain close by.
- f. The Birdhouse makes no assurances, representations, or guarantees regarding the security or safety of the Renter and its public or private guests.

5) Sound Levels

- a. Indoor music that can be heard from outside the building must conclude by 10 pm ET on Sunday, Monday, Tuesday, Wednesday, and Thursday, and by 11:59 pm ET on Friday and Saturday. Exceptions must be approved in writing by the Birdhouse's management no later than 24 hours before the beginning of the Event Hours.
- b. Music in the backyard must conclude by 10 pm ET on Sunday, Monday, Tuesday, Wednesday, and Thursday, and by 11:30 pm ET on Friday and Saturday. Exceptions must be approved in writing by the Birdhouse's management no later than 24 hours before the beginning of the Event Hours.
- c. Music on the front porch is only allowed on a case-by-case basis, as approved by Birdhouse management no later than 24 hours before the beginning of the Event Hours.
- d. The Renter must use sound equipment in accordance with the City of Knoxville noise ordinances.
- e. The Renter must maintain sound at a reasonable level so as not to disturb neighbors or upstairs tenants.

- f. Failure to comply with Sections 5a-e shall result in 1) ejection from the Birdhouse before Event Hours conclude; 2) no refund of the total Rental Fee; and 3) forfeiture of the Renter's right to use the space again in the future.

6) Damages and Indemnification

- a. The Renter may be required to provide a refundable damage deposit, as indicated on the invoice, if Birdhouse management considers the event to be "high risk," including but not limited to:
 - i. Renters who previously caused damage
 - ii. Events with more than 49 people (outside only)
- b. The Birdhouse's management or appointee will inspect the Birdhouse after the event. If no damages are determined after the event, the damage deposit will be returned to the Renter within four weeks, either by their original payment method or by check.
 - i. At the discretion of the Birdhouse's management, if the facility is found to be damaged, severely unkempt, or if inventory items are missing from the Birdhouse, the Renter will be required to pay the full amount to rectify the situation and may be either required to pay a Damage Deposit in the future or may not be allowed to use the space again.
- c. At the end of the Event Hours, the Birdhouse must be in the same condition in which it was found, e.g., return furniture, light fixtures, and other items to general areas where they were found, no major damages, no major spills, no dishes in the sink, etc.
- d. Any activity that may damage the facility, including but not limited to the floors, walls, windows, stained-glass, artwork, or furniture, is not allowed.
 - i. Renter shall not install any objects that may damage the premises, including but not limited to nails, tacks, and any tapes that may strip the paint.
 - ii. The Renter agrees to not touch or move artwork that is on the walls on the premises. The Renter will be responsible for any damages that happen to artwork during their Rental Hours.
 - iii. Renter shall not use trampolines or water features (water slides, ponds, large fish tanks, etc.) on the premises. Exceptions are considered by management on a case-by-case basis and must be approved 24 hours or more before the beginning of the Event Hours.
- e. The Renter agrees that the Renter is responsible for any and all injury to persons or damage to property resulting from Renter's use of the Birdhouse, and Renter agrees to indemnify and hold The Fourth and Gill Neighborhood Organization and their agents, employees, servants, and helpers (paid and volunteer) harmless from any and all damages, expenses and claims, including attorney's fees, that may result from the Renter's use of the Birdhouse. This includes, but is not limited to, any liability coverage necessitated, created and/or occurring with the serving of any alcoholic beverages during the event.

7) Termination

- a. If the Birdhouse’s management determines that the Renter is engaged in a willful, egregious act or violation of any of the duties listed above, the Birdhouse’s management reserves the right to terminate the event before the end of the rental period, keep all paid fees and deposits, and suspend the Renter’s right to use the Birdhouse again.
- b. If the Renter cancels without cause, the Renter may be required to forfeit their Reservation Deposit, as noted in Section 1c.

8) Future Bookings

Pricing, fees, deposits, and terms are subject to change at any time, not to supersede this agreement. The cost associated with this event may not be the same for future events. Each rental request is evaluated on a case-by-case basis.

By signing below, I agree to the Terms and Conditions of this Space Lease Contract, and I hereby certify that I am 18 years or older and have the right to sign this agreement on behalf of myself or the business listed above.

Renter’s Signature

Date

Birdhouse Neighborhood Center Signature

Date

This agreement may be signed electronically or by hand, in which case a copy must be scanned and emailed to birdhouse.knoxville@gmail.com or mailed to the Birdhouse Neighborhood Center, 800 N. 4th Ave. Knoxville, TN 37917.

Payments may be made by [credit card](#), [CashApp](#), Venmo (@BirdhouseKnox), [PayPal](#), cash, or check (must be made out to "Fourth and Gill Neighborhood").