

BIRDHOUSE NEIGHBORHOOD CENTER

SPACE LEASE CONTRACT

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			
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 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 determined on a case-by-case basis.
- b. The Birdhouse is available to rent between 9:00 am and 12:00 am (midnight).
 - 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 event fee, which is due immediately in order to officially reserve a date and time ("Reservation Deposit"). The remainder of the fee, plus any additional charges, are due by the beginning of the event. The Cleaning Fee and Refundable Damage Deposit are due at the time of reservation as well.
 - i. Should the Renter cancel the event on or before 15 days from the event, the Renter will receive a full refund of the Reservation Deposit, Cleaning Fee, and Damages Deposit.
 - ii. Should the Renter cancel the event on or within 14 days of the event, the Renter may be required to relinquish the Reservation Deposit. The Cleaning Fee and Damages Deposit will be fully refunded.
 - iii. If the Birdhouse management, for whatever reason, closes its premises, the Reservation Deposit, Cleaning Fee, and Damages Deposit will be fully refunded.
- d. The Renter agrees to use only the downstairs of the building. This includes the foyer, main room, art gallery room, kitchen, bathroom, porch, and front and back yards.
 - i. The kitchen's refrigerator and sink may be used. The Renter may only use reusable kitchen items, such as bowls, as marked in the Birdhouse.
- e. The Renter acknowledges that there are businesses operating upstairs in the building and those tenants have access to the building 24 hours each day.
- f. The Renter agrees to uphold the Birdhouse's fire-code capacity of 49 people or less. (Pertains to the inside of the building only.)
- g. The Renter must bring all supplies and materials needed for the event, including but not limited to furniture, dinnerware, AV equipment, electronic equipment, decorations, rugs, and recreational activities. See Section 6 on Damages and Indemnification.

- h. 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.

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 may 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 Cleaning

- a. Setup and break-down time is considered part of the rental time.
- b. The Renter agrees to a Cleaning Fee in the amount of \$_____, which shall be due at the time of reservation.
- c. Renter agrees that all deliveries and set-up arrangements must be scheduled with the Birdhouse management, and that the Birdhouse does not provide any labor involved in setup or break-down.
 - i. The Birdhouse shall not provide storage for delivered items.

4) Security and Safety

- a. The front, side, and back doors must be unlocked at all times during the event.
- b. The Primary Contact shall be on the premises at all times during the event.
- c. Smoking is strictly prohibited inside the Birdhouse.
- d. Candles and any other flammables are not permitted anywhere in the Birdhouse. If a caterer uses sterno, an attendant must remain close by.
- e. 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. Music that can be heard from outside the building must conclude by 10 pm ET on Sunday, Monday, Tuesday, Wednesday, and Thursday, and by 12 am midnight on Friday and Saturday. Exceptions must be approved in writing by the Birdhouse's management.
- b. Renter must use sound equipment in accordance with the City of Knoxville noise ordinances.
- c. Renter must maintain sound at a reasonable level so as not to disturb neighbors or upstairs tenants.
- d. Failure to comply with Sections 5a, b, and c 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 agrees to a Damages Deposit in the amount of \$ _____, which shall be due at the time of reservation.
- b. At the end of the Event Hours, the Birdhouse must be in the same condition in which it was found.
- c. The Birdhouse's management or appointee will inspect the Birdhouse after the event. At the discretion of the Birdhouse's management, if the facility is found to be damaged or severely unkempt, the Renter will relinquish some or all of their Damages Deposit to the Birdhouse. If repairs surpass the Damages Deposit amount, the Renter will be responsible for all additional costs.
- d. Any activity that may damage the facility, including but not limited to the floors, walls, windows, stained-glass, or furniture, is not allowed.
 - i. Renter cannot 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. Renter cannot use trampolines or water features (water slides, ponds, large fish tanks, etc.) on the premises.
- 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 the Reservation Deposit and Cleaning Fee, 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 cash or check, written out to “Fourth and Gill Neighborhood,” or by PayPal here: paypal.me/fgncbooking.