

**SARATOGA ARTS**  
**The Arts Center**  
320 Broadway, Saratoga Springs, NY 12866  
Tel: (518) 584-4132 • Fax: (518) 581-7666

**FACILITY GUIDELINES**

**1. BOOKING/CANCELLATION POLICIES**

- Bookings for the Performance and Classroom Space require a nonrefundable deposit. No refunds can be given.
  - The balance of the Performance and Classroom Space rental is due upon performance or event date.
- 2. The Arts Center's lighting, sound and other technical equipment, will be in good working order. Tenant shall be responsible for replacing lamps that burn out during tenancy period. Tenant shall notify The Arts Center if any equipment is disconnected or removed. Tenant may point and focus the lights; Tenant is responsible to restore or replace said equipment to its original condition at end of the tenancy.**
- 3. The projection equipment in the booth in the back of the theater is extremely delicate and fragile and has been carefully calibrated. Tenants who use the booth in the back of the theater must be not place anything on the platters or projector, and must not jar or jostle the equipment. It is the tenant's responsibility to pay for any repairs or adjustments to the equipment that are required as a result of their use of the booth.**
- 4. The speakers in the theater are not to be moved or repositioned in any way; moving them will result in the tenant having to pay to have them correctly repositioned.**
- 5. No one should tape anything to the walls or anywhere else in the performance space without prior permission of Saratoga Arts staff. Tape must be removed at the end of the rehearsal/performance period. Only blue painter's tape may be used.**
- 6. Please deposit all trash in the receptacles. Place rinsed cans, bottles and recyclables in designated containers in the kitchen.**
- 7. Saratoga Arts is neither responsible nor liable for any accident, injury or damage resulting from the direct actions of the renters or their associates.**
- 8. Renter is responsible for any damage to items that are included in rental space during the lease period. The fee for damaged item(s) will be determined by management and that fee must be paid within 48 hours of the original rental date.**
- 9. No property of any kind may be left at The Arts Center without permission. The Arts Center assumes no responsibility for the loss, theft or damage of or to renter's Property.**
- 10. If tenant will be using the piano during a performance, tenant is responsible for tuning piano.**

11. No fire or flame shall be permitted for any function held in The Arts Center unless and until the request for fire or flame has been submitted to the City of Saratoga Springs Fire Chief or Fire Inspection and has received prior written approval. In any event, you agree to keep any such fire, flame, or burning activity closely supervised at all times. In addition and not in limitation of any such provision contained herein, you agree to completely comply with the provisions of the New York State Uniform Fire Prevention and Building Code and with all other local, state and federal laws and regulations. Nothing in this Agreement shall be construed as to limit or excuse your responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

12. The Arts Center has the right to evict immediately on any specific day, renters who violate these guidelines. Such violations may result in cancellation of this contract without refund.

**13. INSURANCE COVERAGE**

- Signing of these guidelines below constitutes an agreement that you indemnify and hold harmless the Saratoga Arts , the City of Saratoga Springs and its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to attorneys' fees), arising out of or resulting from the use of The Arts Center at 320 Broadway, Saratoga Springs, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of yourself or your employer, agents or subcontractors.

- All long-term renters of space must furnish a Certificate of Insurance naming the City of Saratoga Springs and the Saratoga Arts as an *Additional Insured* for One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars aggregate General Liability Insurance Coverage. The Certificate of Insurance must have a thirty- (30) day notification clause for cancellation, termination or notification of material change in conditions. The insurance must be from a duly licensed insurance company authorized to transact business within New York State. Lastly, the Certificate of Insurance must state the date(s) and times of the function you will be holding at The Arts Center at 320 Broadway, Saratoga Springs.

**THIS IS A NO SMOKING FACILITY. NO SMOKING ANYWHERE IN BUILDING!**  
RENTER AGREES TO THE CONDITIONS SET FORTH ABOVE AND TO THE SCHEDULE AND RATES ATTACHED. RENTER WILL BE RESPONSIBLE TO INFORM HIS/HER ASSOCIATES OF ALL INFORMATION IN THE ABOVE GUIDELINES.

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FOR THE RENTER/COMPANY

\_\_\_\_\_  
DATE