

STEP Community Room Use Agreement

Types of Use

An individual, group, organization, or corporation may apply to rent STEP's Community Room, providing that the use of the facility and grounds is lawful and does not interfere with STEP's mission or operations. All plans for use must be submitted for approval to STEP prior to finalizing a contract. STEP will not rent the facility for use by any organization that practices, or advocates discrimination. STEP may decline to rent the facility for uses that present an unacceptable risk to the public or the facility or are deemed inappropriate given the mission of STEP.

CONDITIONS

STEP permits the named individual, group, organization, or corporation, referred to as the "Client," to use specified area(s), furniture, equipment, and services of its facility—STEP at 6812 W Lake St, in St. Louis Park, Minnesota 55426—for the sole purpose outlined in the rental contract. The Client's right to use the premises may not be assigned to any other individual, group, organization or corporation. The Client understands that exhibits, displays, signage, color schemes, etc. within any area of STEP may be changed without notice to the Client.

RESERVATIONS

STEP requires a signed rental contract prior to an event. An event is considered confirmed when STEP has received all of the following: signed rental contract and signed rental facility terms of use, damage deposit, 50% deposit of room rental and payment of additional fees.

STEP reserves the right to cancel an event if the signed rental contract, rental deposit, and fees are not received within 14 days from contract signature date.

PAYMENT, FEES, & DEPOSIT

- A. The deposit payment (50% of space rental fee, damage deposit, additional fees) is due within 14 days of signature date.
- B. The remaining balance (50% of space rental fee) is due 30 days prior to the event date.
- C. STEP reserves the right to cancel an event if the balance is not paid 30 days prior to the event or as stated in the contract (see the cancellation policy in this document).

DAMAGE DEPOSIT & DAMAGES

- A. A damage deposit of \$200 is required for all rental events at STEP. The damage deposit is not liquidated damages, and the Client's liability for damages is not limited to \$200.
- B. The Client agrees to assume financial responsibility for any damage to the facility or loss, including theft of objects or property belonging to STEP and for any personal injury incurred on the premises, caused in whole or in part by any act or omission of the Client and/or its guests, invitees, or agents.
- C. The damage deposit will be refunded to the Client within 6 weeks after the event provided no damage occurred, no excessive clean-up was required, and Client and Client's guests adhered to all terms of use. STEP has sole discretion to retain the damage deposit partially or completely.

INSURANCE & PERMITS

A. The Client is responsible for obtaining and paying for any special licenses, fees, or permits required for lawful use of the facility.

B. The Client shall file with STEP, at least 30 days prior to the use, a certificate of insurance naming STEP as additional insured for the time period of the event. Failure to provide proper documentation can result in the cancellation of the event by STEP. STEP requires that the Client hold \$1,000,000 in general liability insurance coverage at a minimum for businesses/corporations, and a minimum of \$500,000 for an individual or not-for-profit organization.

INDEMNIFICATION

The Client agrees to indemnify and hold harmless STEP, its employees, agents, vendors, and subcontractors, against any and all losses, claims, actions, suits, costs, damages, and liabilities arising from any act or omission of the Client or the Client's employees, agents, vendors, subcontractors, and event guests, or from the use of the facility, except that which results from gross negligence or willful misconduct of STEP, its employees, vendors, agents, or subcontractors.

CANCELLATION

A. If the Client cancels an event more than 30 days prior to the event, STEP will retain the 50% space rent deposit. The damage deposit and any payment made for additional fees will be refunded.

B. For cancellation with 30 days or less notice, STEP will refund only the damage deposit (less any unpaid fee due). If STEP has not received the full rent payment, we will deduct the unpaid amount from the damage deposit.

C. STEP may cancel an event if the property has become unsafe or unsuitable for use due to natural disasters or conditions beyond our control. In such conditions, at the Client's option, the event may be rescheduled on a mutually acceptable date. If a date cannot be established or if the Client opts not to reschedule, STEP will refund all payments received.

D. Force Majeure: Performance of this Agreement is subject to acts of God, war, government regulation (including governmental advisories, quarantines, and curfews), disaster, fire, terrorism, or any other extraordinary occurrence taking place which would make it impossible or inadvisable for the parties to perform their obligations under this Agreement. This Agreement may be terminated by either party without penalty for such reasons by written notice from one party to the other, in which case this Agreement shall be declared null and void and Client shall receive all deposits made prior to date of termination.

DEFAULT

Under this contract, the following shall constitute Default by the Client and shall result in the cancellation of the event: (1) non-payment of rent, damage deposits and other fees when due; (2) failure to abide by the terms and conditions of the rental contract; or (3) failure to present the event as outlined in the rental contract, unless changes are approved in writing by STEP prior to the event.

USE OF NAME, LOGO, PHOTOS & VIDEO

- A. On all printed materials, promotions, advertising, and media engagement related to the rental event, the facilities should be identified as STEP, and the address as 6812 W Lake St, St. Louis Park, MN 55426.
- B. Use of STEP's logo must be approved in advance and reviewed by STEP's staff.
- C. Photographs and video of the facilities, interior, and exterior, for personal use are permitted. Use of photographs and video of the facilities for commercial or fundraising use must be approved in advance by STEP's staff.

ALCOHOL

STEP does not permit alcohol on the premise for any individual, group, organization, or corporation space rental.

FOOD

- A. All food and beverages must stay confined to the rented space.
- B. Food preparation may not occur on site. STEP does not permit cooking with friers, pressure cookers, heat plates, etc. Food may be warmed with chafing dishes or microwaves.
- C. A microwave, coffee machine, and water filter is available for use. Limited refrigeration or freezer space may be available. The Client must supply own coffee and other supplies to use.
- D. The Client may use coffee mugs in the cabinet. After use, the Client is expected to load any used dishes in the dishwasher.
- E. The Client may execute a separate agreement with a licensed caterer for food and beverage service, independent of STEP's facility rental agreement. All catering arrangements and expenses are the responsibility of the Client. STEP is not liable for caterers' pricing, service, conduct, or product.
- F. The Client's rental contract with STEP does not include food and beverage service, banquet chairs and tables, and other equipment.
- G. While catering arrangements are made directly between the Client and the caterer, the Client must notify STEP of the caterer.

EQUIPMENT & DELIVERIES

- A. All equipment and materials delivered to the facilities must be removed immediately following an event unless other arrangements have been agreed to in advance by STEP.
- B. All personal equipment is used at the sole risk of the Client; STEP and its staff are not liable for any damages to personal equipment.

VENDORS & CONTRACTORS

- A. STEP must be notified of all vendors and contractors providing products or services for the Client's event, including but not limited to permitted caterer, florist, event planner, photographer, audio-visual vendor, table and chair, and other rental equipment suppliers.

B. Vendors and contractors must hold current liability insurance and provide proof to STEP upon request.

C. All vendors and contractors must be aware of and adhere to these Terms of Use. If infractions occur, all or part of the Client's damage deposit may be withheld and vendors/contractors may be restricted from operating at the facilities.

D. All vendors and contractors must coordinate plans and set-up details with STEP at least one week in advance of the event.

E. STEP is not liable for services provided by vendors or contractors.

EVENT SET-UP & TEAR-DOWN

A. Vendors may not have access to the event area until the contracted time unless other arrangements have been approved in advance by STEP.

B. Tear-down must take place immediately following the event and be completed within the contracted time, unless other arrangements have been approved in advance by STEP.

DECORATIONS

A. All decorations and installation plans must be approved by STEP prior to event set-up.

C. All decorations must be provided by the Client, or their contractor; no materials will be provided by STEP.

D. Nails, pins, wire, tape, or other adhesives may not be used to apply decorations to any building surface. Cost of repair or cleaning or any marks or damages to the facility as a result of Client's decoration will be deducted from the Client's damage deposit.

E. Open or unprotected flames are strictly prohibited with the exception of a warming flame for keeping chafing dishes warm.

G. Smoke effects, explosives, or pyrotechnics (including sparklers), confetti, glitter, and silly string are prohibited inside and on the grounds of STEP. Bubbles may only be used outside and are prohibited inside the building.

H. Live animals, except for service animals, may not be brought on the premises.

I. STEP is not responsible for any decorative items left on site after an event.

SECURITY

A. Rental fees do not include the cost of on-site security guards.

B. STEP requires an adequate number of adult chaperones for youth activities in the facilities (1 adult for every 10 children under the age of 18).

SMOKING

STEP is a smoke-free facility. Smoking and vaping is strictly prohibited.

SERVICES

A. A STEP staff person will be present during the beginning of the event. The staff member will open the facility, provide information and direction to Clients and vendors, and assure that the facility is in proper operating order. The staff member will not assist in set-up, decorating, staging, or other event-related services.

B. STEP provides cleaning and maintenance services prior to and after the event in public spaces, restrooms, and the reserved event space. STEP may assess the Client additional fees should the premises require excessive post-event cleaning.

C. Parking is available in STEP’s parking lot and on public street parking.

PLEASE SIGN & DATE Your authorized signature below signifies that you have read and understand all of the foregoing terms and conditions and agree to abide by them.

DATE & TIME OF EVENT: _____

EVENT DESCRIPTION: _____

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____