



The McKinney Center at Booker T. Washington School

Facility Rental Request and Agreement

Date of Request: _____

Date of Event: _____

Type of Event: _____

Time of Set-up: _____

Approx. Attendance: _____

Time of Event: _____

Time of Clean-up: _____

Time of Departure: _____

Renter's Name: _____

Organization and Title: _____

Contact Person: _____

Daytime Phone or Cell Phone: _____

Fax: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

_____ Renters \$200.00 Damage Deposit _____ Date to Return the Damage Deposit

_____ Cash _____ Check - Check # _____

Day of Event Information:

Name of Caterer: _____ Time of Arrival _____

Name of Florist: _____ Time of Arrival _____

Name of Baker: _____ Time of Arrival _____

Will alcohol be present: _____

Will there be Entertainment: _____

Notes: _____

Estimated Cost – Total Amount Due an estimate and is subject to change as request is formalized.

Space Needed	Total hours needed	Estimated Total	
\$200 Deposit (Weddings/Special Events)			
Auditorium			
Classroom 1			
Classroom 2			
Classroom 3			
Grounds			
Hallway	Free		
Number of Tables			
Number of Chairs			
Other Equipment Needs			
Other			

Estimated Total Amount Due _____

Date & amount for ½ the fee to be paid: _____

Date & amount for the balance due to be paid: _____

By signing this agreement I _____ have read, understand and agree to abide by the following:

1. Faithfully observe and comply with any and all rules and regulations as set forth in the attached Facility Rental Policies which is incorporated herein by reference as if it were set out in verbatim;
2. Comply with the laws of the United States, the State of Tennessee, and the Town of Jonesborough;
3. Pay to the McKinney Center the costs incurred as a result of any damages to the facility, furnishings, equipment or grounds arising out of the use of the premises under the terms of this contract;
4. Indemnify and hold harmless the McKinney Center, the Town of Jonesborough, its board members, employees, agents, representatives, insurers, sureties and assigns or anyone acting on its behalf, from any and all claims, damages, liabilities, or causes of action of any kind, nature, and description, whether at law or in equity, now accrued or which hereafter may arise, whether known, or unknown, arising out of any matter, cause, or event arising in any way from the use of the premises under the terms of this contract.
5. Inappropriate or destructive behavior will constitute halting the activity and vacating the premises with no refund of rent paid.
6. It is understood that the individual or organization renting the premises shall not either voluntarily, or by operation of law, assign, mortgage, pledge, hypothecate or encumber this agreement, and shall not sublet the said premises or any part thereof, or allow any other person to use the said premises, without first obtaining the written consent of the McKinney Center.

All rental contracts are subject to approval by representatives of the McKinney Center.

Name (print)

Signature

Date

 McKinney Center Representative

 Date


Facility Rental Policies

The McKinney Center offers three classrooms and a large auditorium available for rental year-round. These spaces are also used by Jonesborough's Mary B. Martin Program for the Arts, which is housed at the McKinney Center. All rental requests are subject to special consideration due to arts programming, performances, events and exhibits.

Classrooms and Auditorium

The McKinney Center is a fully renovated facility that houses three fully equipped classrooms, an ideal location for business meetings, seminars and small receptions. While the spacious auditorium, with sophisticated light and sound equipment, is the perfect setting for conferences, seminars, special presentations as well as reunions and receptions.

Reservations and Deposits

Wedding/Wedding Reception and Special Events:

Dates reserved by verbal agreement will be held for a maximum of two weeks. After the two week period, one-half (50%) of your rental fee and a signed rental agreement are required to secure your reservation. The full balance must be paid two weeks prior to your event.

A \$200 refundable damage deposit is required and must be paid by check when securing the event date. The damage deposit will be refunded to you within thirty days after the event following a satisfactory inspection of the grounds and/or facility rented.

Meetings and Conferences:

Dates reserved by verbal agreement will be held for a maximum of two weeks. After the two week period, one-half (50%) of your rental fee and a signed rental agreement are required to secure your reservation. The full balance must be paid two weeks prior to your event.

Cancellation Policy

Wedding/Wedding Reception and Special Events:

To cancel a rental, written notice is required. If a wedding/wedding reception or special event is cancelled three months or more in advance, a full refund will be given minus a \$50 cancellation fee. After 90 days, a \$150 cancellation fee will be charged.

Meetings and Conferences:

To cancel a rental, written notice is required and a full refund will be issued.

Rental Fees

See Enclosed Rental Fee Sheets. The enclosed rates are figured on a daily and/or nightly basis. Full day rental is from 8:00 a.m.-5:00 p.m., one half day rental is five hours during normal operating hours. A staff member will be on site during the event.

To qualify for non-profit rental rates you must provide proof of your legal non-profit status.

Guidelines for Renters and Guests at the McKinney Center

Alcohol

Since the Center is also used by Jonesborough's Mary B. Martin Program for the Arts, all rental requests where alcohol is being served, are subject to special consideration. There will be no event serving alcohol while children's programming and/or activities are taking place elsewhere in the building.

Renters must inform the McKinney Center Director of their intention to serve alcohol when reserving the facility. If alcohol is being served at your event, special guidelines must be followed. A signed copy of the **Guidelines for Alcohol Use** and the **Indemnity Agreement for Alcohol Usage** are required when making the reservation. Failure to comply with this policy will be cause for the McKinney Center to cancel the event.

Setup and Cleanup

The renter is solely responsible for all setup and cleanup during the hours the rental has been reserved. This includes catering, bartending, musician, and florist activities. A center staff member will be available to answer your questions. Furniture, wall fixtures, plants and pictures may not be moved without permission from staff. Center chairs cannot be used on the grounds. All materials needed for your event must be brought at the time of your setup and removed immediately after your event. The Center shall not be liable for any loss/damage of items left at the Center. The user agrees to take the utmost care not to damage the facility and/or its grounds. The user will be held solely responsible for any and all damages to the building, equipment, fixtures, furniture, and grounds arising from use of the premises.

Safety

All exits/hallways MUST remain clear at all times. The Center reserves the right to enforce all safety and/or fire guidelines.

Walkthrough for Weddings/Wedding Receptions and Special Events

A final walk through will occur two weeks before the event. At this time, all planning should be complete and setups explained to the Center staff.

Decorations

1. Decorations shall be limited to tabletop and/or freestanding elements.
2. Nothing may be placed on the walls, doors, furnishings, or windows with tape, tacks, staples, nails, or other methods.
3. Small candles and tea lights can be used if they are enclosed in glass and placed a reasonable distance from anything flammable. Luminaries are not permitted. An open flame of any type is strictly prohibited within the Center or on the grounds.
4. Electrical connections and special lighting must be approved by Center staff in advance of your event. If approved, the installations must be done under the supervision of Center staff.
5. Rice, paper, glitter, silly string, birdseed, and confetti may not be used.
6. Nothing can be placed over existing Center signage.

No Smoking

The Center is a smoke-free environment. Smoking is prohibited inside the Center and only allowed in designated areas outside.

Printed Material

For events that are open to the public, the renter must be careful to make the distinction between events that are sponsored by the McKinney Center, and events that are merely taking place at the McKinney Center. Therefore, promotional materials relating to your event that reference the McKinney Center must be submitted to the Center for approval of copy before they are put in their final printing stages. Failure to submit advance copy will be cause for the Center to cancel the event.

Liability

The McKinney Center will not be liable to the user, its guests, agents, performers or employees for any personal property. Additionally, it is the sole responsibility of the user to follow all applicable local, state, and federal safety rules and regulations and to maintain safe conditions for workers, activity patrons, guests, and the public.

Guidelines for Vendor sat the McKinney Center

The renter is responsible for seeing that all vendors are informed of the McKinney Center's guidelines.

Deliveries/Pickup

All deliveries of supplies and/or equipment (i.e. tents, tables, chairs, etc.) must be made by prior arrangement with the Center. Delivery of rental items coming from Celebrate, Action Rental, or any other business, must be coordinated with Center staff. All rental items must be removed as promptly as possible following the event. Please note that the Center's normal business hours are Monday- Friday, 8am- 5pm. The Center assumes no responsibility for rental items left in the Center or on Center grounds. Please use the back door for deliveries and pickup.

Vendors (caterer, florist, bartender, DJ, musicians) can load/unload using the back door. This allows easy access to the catering kitchen, classrooms and auditorium. Once unloading is done vehicles must be moved to the parking lot.

Caterers

Arrangements for food and beverages are the sole responsibility of the renter and are not included in the rental charge. All food must be prepared off-site and served by a caterer that is licensed and insured for off-premise locations. The caterer must be pre-approved by McKinney Center staff. All deliveries of supplies and/or equipment as well as food must be made by prior arrangement with the Center.

At least two weeks before the event, contact the Center staff to discuss final arrangements for the event. If you are using tables and chairs from the Center, staff will need to discuss layout and setup instructions. Finalizing these details in advance will help us make the event run smoothly.

1. Center catering facilities are limited and are for limited cooking, setup and serving only.
2. The majority of cooking must be done off site.
3. The catering kitchen is for storage of your catering items as well as a work area for you. This area can become congested during an event, so we ask that you do not block any doors near the catering kitchen.
4. Dishes and linens must be removed immediately following the event unless dishes and linens were rented from a rental company, they may be left until the rental company comes to pick up all of the items rented. Again, this must be coordinated in advance with Center staff.
5. Trash is to be double bagged and taken to the trash bins outside of the building.
6. Caterers are responsible for supplying their own dish cloths, towels, dishes, and trash bags. Caterers and bartenders are responsible for disposing of liquor and beer bottles along with other trash.
7. Coolers may be stored in the catering kitchen; if they are brought into the serving area they must be placed on a table or on a plastic liner on the floor. Please protect all wood surfaces from water damage.
8. Punch, champagne, and chocolate fountains are not allowed inside the Center or on the grounds.
9. Please do not shake out table cloths inside the Center. Take cloths outside to shake food from them.
10. Excess ice is only to be emptied in the catering kitchen sink, not in the parking lot or in the grass areas around the Center.
11. If you leave the event and delegate clean-up responsibilities to employees, make sure catering guidelines have been reviewed with them.

Florists

Floral arranging space is not available at the Center; arrangements must be assembled prior to arrival.

1. Cutting of live shrubbery on the grounds is not permitted.
2. Vermiculite cannot be used in arrangements.
3. A plastic liner needs to be used with all floral arrangements to contain water that may drip onto the furniture, floors, etc.
4. Place clear plastic or mats under arrangements that contain moss.
5. Garlands can be secured to banisters, inside and outside, with pipe cleaners. Tape and uncovered wire cannot be used.
6. Furniture cannot be moved or rearranged without permission and supervision of Center staff.
7. Small candles and tea lights can be used if they are enclosed in glass and placed a reasonable distance from anything flammable. Luminaries are not permitted. An open flame of any type is strictly prohibited in the Center and on Center grounds.
8. Should circumstances require any items be left after an event, special arrangements must be made with Center staff prior to the event. The McKinney Center will not be responsible for any items delivered or left at the Center.

Photography

Photography is permitted during the hours of a scheduled event at the Center at no additional charge. Photography in any area other than the rented space prior to the event must be pre-approved by the Center. We do not permit the use of the public restroom as a dressing room.

Music

DJ's and Bands set up on the grounds must discontinue playing by 10 p.m. Those set up inside the Center must discontinue playing by 10:30 p.m. Music carries into residential areas; therefore, volume must be controlled. The Center staff has authority to control the noise level.

Tents

1. Tents may be erected in the **grass areas beside the Center**. Events that include the delivery and set up of tents must be arranged with Center staff.
2. Tents must be taken down the following business day by Monday at 12:00 p.m.
3. Tents must be put up using manpower and not equipment such as a bobcat.
4. Tents erected must be done with weights that will not damage the area. Tent stakes are prohibited.

PLEASE CHECK WITH MCKINNEY CENTER STAFF BEFORE LEAVING THE EVENT!



Alcohol Indemnity Agreement

THIS AGREEMENT, dated as of _____, _____, is made by and between _____ (“Renter”) and _____ (“Caterer”) for the benefit of **the McKinney Center (“MC”)** and the Town of Jonesborough.

RECITALS:

- A. The Town of Jonesborough owns the McKinney Center located at 103 Franklin Avenue in Jonesborough, Tennessee.
- B. Renter desires to rent MC’s facilities for a function to be held on _____ which will include serving wine and/or beer or other alcoholic beverages at such function.
- C. Caterer has been hired by Renter to provide food and non-alcoholic drinks for the function to be held on date shown above.
- D. Renter and Caterer have been provided and signed a copy of the Guidelines and Rules for Serving Alcohol at MC and have agreed to same.
- E. MC agrees to make its facilities available to Renter and Caterer for this function provided, however, MC requires that Renter and Caterer execute this Indemnity Agreement as a condition to Renter and Caterer’s use of and access to MC’s facilities.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of Renter’s use of and Caterer’s access to MC’s facilities, Renter and Caterer do hereby agree to indemnify MC, and its officers, directors, employees and agents, from and against any and all claims, liabilities, damages and causes of action (including any attorneys fee and expenses incurred by MC in investigating, defending or otherwise responding to any such matters) arising out of Renter’s use of and/or Caterer’s access to MC’s facilities including, without limitation, Renter’s/Caterer’s use of wine, beer or other alcoholic drinks at such facility. This indemnity shall apply to and cover any claims filed by any of Renter’s guests, members or invitees or by any other third party in connection with or arising out of Renter’s use of MC’s facilities including, without limitation, any such matters arising out of or related to Renter’s use of wine, beer or other alcoholic beverages at such function.

IN WITNESS WHEREOF, _____ and _____ or their duly authorized representatives, have executed this instrument as of the date first set forth above.

NAME OF RENTER

NAME OF CATERER

By: _____

By: _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____



By signing this agreement I _____ have read, understand and agree to abide by the guidelines listed below.

In order to legally serve alcoholic beverages during an event at the McKinney Center you must comply with state and local requirements.

There are two categories with separate requirements that must be followed in order to serve alcohol at an event at the McKinney Center. Read the guidelines below and check the box next to the category that applies to this event.

• **Private event by invitation only:**

1. It must be a free event that is not open to the public. Tickets cannot be sold to this event. (i.e., wedding reception, reunion, etc.)
2. Money cannot be collected for the drinks at the time of service.
3. **If the caterer has a Liquor by the Drink Catering License through the Tennessee Alcoholic Beverage Commission (most caterers in this area do not have this license) the guidelines are as follows:**
 - a. If the caterer has the appropriate license from the TABC, they are allowed to serve alcohol at their catered events.
 - b. **Very few** caterers in this area have this license. A caterer with this license may provide all alcoholic beverages and other supplies. The caterer with an Alcohol Catering License must provide food in conjunction with alcohol sales. Contact the TABC at 423-434-6451 to obtain a list of caterers in this area who have a license to serve alcohol.
4. **Most likely the caterer will not have the appropriate license. If this is the case, the guidelines are as follows:**
 - a. The alcohol and mixers **must** be provided by the renter, **not the caterer**.
 - b. A bartender may not be paid to serve the alcohol. A server can be used as long as they are not being employed and/or paid by the renter.

• **Event that is not private and open to the public:**

1. The event can either be free and open to the public or it can be an event where attendees purchase a ticket to attend the event. (i.e., Taste of Jonesborough, Spring Tune-Up, Fine Art in the Park, etc.)
2. In order to serve alcohol, for free or for purchase, at the event, a Special Occasion License must be obtained from the Tennessee Alcoholic Beverage Commission (TABC). Obtainable by calling 615-741-1602 ext: 106 Judy Hamilton. There is an application that must be completed prior to the event date and the license fee is \$100.
 - a. In order to be eligible for a Special Occasion License, the renter **MUST** be a non-profit organization or partner with a non-profit organization for the event. The non-profit organization must apply for the license and provide proof of non-profit status.
 - b. The McKinney Center must be supplied with a copy of the Special Occasion License at least two weeks before your event, and it must be on site at the time of the event.
 - c. If beer is to be served, the renter must apply for a Beer Permit through the Town of Jonesborough in addition to the Special Occasion License. Obtainable by calling the Town of Jonesborough at 423-753-1038.

NAME OF RENTER

NAME OF CATERER

By: _____

By: _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

McKinney Center Director: _____