willy street co-op

# Aubergine Rental Application

1226 Williamson Street, Madison, WI 53703

Thank you for considering Aubergine for your event. Before you finish the rental agreement, please take a moment to look over these important details about the space and what it offers. If you have any questions, just let us know.

## RENTAL FEE IS DETERMINED BY USER, SPACE, AND TOTAL NUMBER OF HOURS

| General Space Use | Combined General Space & Kitchen Use | Kitchen Space Use | Commercial Kitchen Use * | Commercial Kitchen & General Space Use for Food Sales * |
|---|---|---|---|---|
| Owner: $25/hr | Owner: $50/hr | Owner: $25/hr | Owner: $35/hr | Owner: $60/hr |
| Non-Owner: $50/hr | Non-Owner: $100/hr | Non-Owner: $50/hr | Non-Owner: $70/hr | Non-Owner: $120/hr |
| Co-op, 501(c)3, Staff: $20/hr | Co-op, 501(c)3, Staff: $40/hr | Co-op, 501(c)3, Staff: $20/hr | Co-op, 501(c)3, Staff: $30/hr | Co-op, 501(c)3, Staff: $50/hr |

** Commercial Kitchen: One shelf is provided for dry storage per health department code; if more dry storage is needed between uses, an additional $10 per day will be charged to the Renter.*

**General terms to help you understand this agreement:**

- General Space is the same as the main room/event space.
- An Owner is an individual or household that holds ownership in the Willy Street Co-op and receives favorable rental pricing.
    - Co-op ownership requires an equity investment of $56 for individuals or $91 for households. Payments may be made in installments over up to seven years, starting at $10, which includes an administrative fee.
- 501(c)3 is the designation for an approved nonprofit pricing.

**Aubergine Licensing:** Aubergine is licensed as a social club and meeting hall; the sale of alcohol is not permitted by any Renter.

- Renters may arrange the service of alcoholic beverages at Café CODA and then consume them at Aubergine. Details must be worked out with both the Customer Experience Team and Café CODA staff beforehand.

- 501(c)3 Non-ticketed fundraising events may offer complimentary alcoholic beverages to guests.
- All guests must be at least 21 years old and present valid identification. There is a two-drink limit. These rules will be clearly posted.

**Piano Use & Additional Cost:** If you use the piano, an additional $10/hr will be charged.

**Deposit**: $100 per rental (for both general space and kitchen use)

- **Credit Card Payment Only (we will not accept cash or checks).**
- Deposit will be held throughout the duration of the rental period.
- Return of deposit is contingent on satisfactory checkout inspection from the Customer Experience team.
- Renter is responsible for covering the cost of any damage to Aubergine. If damage is found, the deposit will not be refunded. Deposit will be refunded to Renter's credit card in 7 calendar days provided no damages are found.

**Disclaimers:**

- All rentals are considered based on availability and prior responsible rental use.
- Aubergine is not responsible for any odors or noise within the facility. Please take into consideration our location on Williamson Street. (We share a wall with a jazz club and one door down is a THC dispensary.)
- Distribution of illegal substances is prohibited.
- Only 501(c)3s are permitted to solicit donations.
- All religious gatherings or political events must be **private**.
    - No political or religious signs can be placed in any Aubergine Window and/or language on Aubergine's sandwich board is allowed.
- All rentals will end on or before midnight. Excludes New Year's Eve/Day.
- Altering any doors at Aubergine is strictly forbidden. This includes jamming the lock(s) so the door(s) do not need to be monitored/staffed. Additionally, placing a doorstop in any exterior door frame to keep the door open and forgetting to remove it after departing will result in permanent revocation of future rental privileges. Safety & security of our space is a top priority.
    - We can set the front door to be open for a period of time so your guests can walk in freely without the renter monitoring the door. If you want this option, indicate the desired time in the assessment form. Selecting this option constitutes acknowledgment & accepting that anyone can walk in the door, which might not include your guest list.
- The Renter will post ratings for movie screenings on the door. Signs will be provided by Aubergine upon request.
- Mature content signage is required to be posted on the door by the Renter. Signs will be provided by Aubergine. Please see the mature content definition in the Event Assessment Form.
- Any personal objects left behind after the rental will be taken to the Customer Service desk at the Willy East Store. An Owner Resources Coordinator will contact you about your items. You will have 2 weeks to pick

them up before they are donated.

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## EVENT ASSESSMENT FORM

Is your event open to the general public? ◯ Yes ◯ No

- If YES, will **mature** content be present? ◯ Yes ◯ No

Mature content definition: Mature Content is a term used to describe content that is not suitable for all audiences due to its explicit, offensive, or controversial nature. It can include graphic violence, sexual content, profanity, drug use, and other themes that may be deemed inappropriate for minors or sensitive individuals. Mature Content is often associated with media such as movies, TV shows, video games, art and books, but it can also refer to user-generated content on social media platforms and websites.

**If mature content will be present, please describe in detail below:**

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If your event is open to the general public, will it be ticketed? ◯ Yes ◯No

- If YES, please acknowledge that you have read and understand the expectations of the disclaimers above.
  - ◯ Yes, I acknowledge.

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## RENTAL APPLICATION FORM

| | | |
|---|---|---|
| General Space use: | ◯ Yes | ◯ No |
| Kitchen Use: | ◯ Yes | ◯ No |
| Combined: Kitchen and General Space Use | ◯ Yes | ◯ No |
| Piano Use: | ◯ Yes | ◯ No |
| Nonprofit or Cooperative organization: | ◯ Yes | ◯ No |

If you plan to use the kitchen, **will it be for commercial food production?** ◯ Yes ◯No

If you plan to use the kitchen for commercial food production, do you have a Dane County Health license?

- ☐ If Yes, please attach your current license and certification to this form.
- ☐ If No , Renter must secure own license from the Public Health Department.

Date of rental: _____ Time: _____ ◯ am ◯ pm

Contact person: _____

Willy Street Co-op Owner Number OR 501(c)3 EIN Number:
_____

Phone number: (_____) _____ Email:_____

Address: _____

City: _____ State: _____ Zip:_____

Description of event:

_____

_____

If using the kitchen, what will be prepared?

_____

_____

Do you want the front door to be programmed to be set as 'Opened' for guests (or anyone walking on Willy Street) to potentially enter your rental?

◯ Yes ◯No

If Yes, list the specific time range:_____

This rental will use the following AV equipment (check all that apply): ◯ Screen ◯ Speakers

**NOTE:** Public or private events with musicians must be approved by the Customer Experience Team.

Please describe the style of music that will be played.

_____

_____

**CO-OP STAFF USE ONLY**

**STAFF NAME:**_____

**DATE APPLICATION SUBMITTED: _____ Rental is accepted◯ YES ◯ NO**

**If yes, DATE of RENTAL: _____**

**DATE DEPOSIT PAID: _____**

**SQUARE TRANSACTION # for Deposit _____**

**OTHER NOTES: _____**

◯**VERIFIED NONPROFIT OR CO-OP ORGANIZATION STATUS**

◯**KITCHEN ORIENTATION ATTENDED | DATE:_____**

**CANCELLATION DATE: _____ REFUNDED: ◯YES ◯NO**

**THE DEPOSIT RETURNED TO RENTER: ◯YES ◯NO | STAFF NAME & DATE:_____**

***Note:***

| | | | | |
|---|---|---|---|---|
| ***20806*** *Aubergine Gen Space (Owner)* | ***20809*** *Aubergine Combined (Owner)* | ***20812*** *Aubergine Kitchen (Owner)* | ***20815*** *Aubergine Commercial Kitchen (Owner)* | ***20830*** *Aubergine Commercial Kitchen & General Space Use for Food Sales (Owner)* |
| ***20807*** *Aubergine Gen Space (non-owner)* | ***20810*** *Aubergine Combined (non-owner)* | ***20813*** *Aubergine Kitchen (non-owner)* | ***20816*** *Aubergine Commercial Kitchen (non-owner)* | ***20831*** *Aubergine Commercial Kitchen & General Space Use for Food Sales (non-owner)* |
| ***20808*** *Aubergine Gen Space (co-op, nonprofit, staff)* | ***20811*** *Aubergine Combined (co-op, nonprofit, staff)* | ***20814*** *Aubergine Kitchen (co-op, nonprofit, staff)* | ***20817*** *Aubergine Commercial Kitchen (co-op, nonprofit, staff)* | ***20832*** *Aubergine Commercial Kitchen & General Space Use for Food Sales (co-op, nonprofit, staff)* |
| ***20818*** *Aubergine Deposit* | ***20839*** *Aubergine Piano* | ***20840*** *Additional dry storage for Commercial Renters* | | |

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## Rental Agreement and Terms of Use

1. **Reservations must be made at least 3 weeks in advance** with the Customer Experience Team and are granted based on availability. Exceptions in lead time will be considered on a case-by-case basis.
    - Rental privileges may be denied or revoked by Co-op Staff for any reason, at any time.
2. **Rental time includes setup, event/production, and cleanup time. <u>We do not prorate fees</u>. We rent in full hour time slots.**
    - Application, deposit, rental fees, and requested documents are due within **7 <u>calendar days</u>** of making the reservation. If the submission requirements are not received your space will be released.
    - <u>Cancellations are accepted for a full refund if canceled at least 7 calendar days</u> in advance of the date of the event.
3. Use of the kitchen in Aubergine requires the Renter to attend a scheduled orientation with Co-op Staff prior to rental lasting up to 30 minutes.
4. Renters are responsible for discussing needs and technical specs required with the Customer Experience Team when the reservation is being confirmed. The general space offers tables, chairs, and a TV screen with HDMIand Google Hub connections.
    - **<u>IT support is not available for Renters</u>, equipment is available as-is.**
5. **Use of Space**
    - Capacity is 99 people.
    - Smoking is not permitted on the premises.
    - No illegal activities are allowed on the premises.
    - **Renters are responsible** for setting up the space as well as restoring the space to its original condition.

    - **Renters shall complete tasks and fill out the exit checklist(s) on pages 9-10 of this form before exiting the building.**
    - **Renters cannot use areas or equipment outside of their rental space unless authorized by a Customer Experience Team.**
6. The general space is windowed and visible to the general public, unless the blinds are drawn.
7. Sounds can be heard both inside and outside the space . Please keep this in mind when seeking a quiet, uninterrupted, private space.
8. The views expressed by individuals and groups who hold private events on Co-op property are solely those of the individuals and groups themselves and do not represent the views of Willy Street Co-op. The Co-op reserves the right to refuse any rentals upon review.
9. **All events must be non-discriminatory.** Please see the Inclusive Environment Policy on page 8.
10. **Aubergine Emergency Contacts listed in order of who to call first:**
    - East Store Lead on Duty during open hours (7:30am - 9pm every day) (608) 251-6776
    - Kristina Kuhaupt : Customer Experience Manager (608) 301-7415
    - Anya Firszt : General Manager (608) 215-3675
    - Jim Jirous : Facilities Director (608) 301-6401

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**For all rentals:**

❏ I have read and understand the Aubergine Rental Agreement and Terms of Use, and agree to the terms.

**Additionally, for kitchen rentals:**

❏ I have read and initiated the supporting documents: Liability & Confidentiality and Kitchen Rules.

By signing below the Renter is bound to the terms of the Aubergine Rental Agreement.

PRINT NAME _____

SIGNED _____DATE _____

# Liability & Confidentiality

**Limitation of Liability:** Renter agrees that any and all claims involving Willy Street Grocery Co-op (WSGC) are strictly subject to the following limitations:

- **Indemnity Clause:** Renter will further indemnify and hold WSGC harmless from and against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees, and expenses for bodily injury to, or death of any person, or damage to or destruction of any property, caused by any negligent or intentional act or omission on the part of Renter, its officers, employees or former employees. Except WSGC shall not be held harmless for any such liabilities, claims, demands, suits, losses, damages, costs, attorney's fees, and expenses caused by any negligent or intentional act of omission on the part of WSGC, its officers, employees, or agents.
- **Business Services:** All Business Services provided by WSGC and/or any officers, staff, or other agents of WSGC are provided solely for the purpose of assisting Renter in the operation of its business. WSGC makes no representations, warranties, or guarantees that the business services provided will result in the success of the Company. Renter acknowledges and agrees that WSGC and any officers, staff, or other agents of WSGC are not liable to the Renter, its company, or its principle(s) or Owner(s) for any damages resulting from the use of or reliance upon the business services provided by WSGC.

- **Liability:** WSGC shall not be liable for any damage to either person or property sustained by the tenant nor by any third party arising in any way out of the Renter's use, operation, occupancy of WSGC premises, or sale or distribution of any product manufactured on the premises. The Renter's covenant and agree to indemnify, defend, and hold harmless WSGC and its employees from all claims, costs, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon or about WSGC premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the Renter on WSCC premises. Except WSGC shall not be held harmless for any such liabilities, claims, demands, suits, losses, damages, costs, attorney's fees, and expenses caused by any negligent or intentional act of omission on the part of WSGC, its officers, employees, or agents.
- **Confidentiality:** WSGC acknowledges that Renter's use of the property may involve the use of recipes, techniques, sources of ingredients, financial and business records, or other information that is owned and used exclusively by the Renter that may constitute trade secrets of proprietary knowledge that must remain confidential of the protection of the Renter's business ("Confidential Information"). Renter acknowledges and agrees that Renter is responsible for maintaining the confidentiality of the Renter's trade secrets of proprietary knowledge,WSGC shall not be liable for the Renter's Confidential Information.
- **Use:** Renter is expected to abide by all applicable rules, regulations and laws. Renter may not use the Premises in any manner that violates any law, ordinance, code, or regulation of applicable governing authorities, or provision or directive of any applicable fire insurance carrier.

**RENTER'S INITIALS_____I have read and understand the Liability & Confidentiality document, and agree to be bound by and to follow the requirements stated above**

# Aubergine Kitchen Rules

- Anyone 17 years of age or under must be under the supervision of an adult at all times.
- Clean and sanitize all food contact surfaces prior to starting work and after work. Sanitizing buckets and instructions for mixing the sanitizing solution will be provided. Wipe up spills right away.
- Clean all equipment after use by following the cleaning instructions provided.
- Individuals who are sick or exhibit symptoms of illness (including vomiting, diarrhea, fever, and skin infections) are not allowed in the kitchen until 24-48 hours after their last symptom.
- If Renter is processing food for commercial use and sale, they must follow all applicable rules and regulations.
- Our kitchen sink does not have a garbage disposal. All food particles must be scrapped into the garbage before dishes and/or utensils go in the sanitizer.
- Rental privileges may be denied or revoked by Customer Experience Team for any reason, at any time.
- Please see Kitchen Use exit list.

**RENTER'S INITIALS_____I have read and understand the Willy Street Co-op Kitchen Rules document, and agree to fully comply with these practices while using WSGC facilities.**

# Inclusive Environment Policy

At Willy Street Co-op, we strive to create and maintain an environment to shop, work, or gather that promotes respect and safety for our staff, customers, vendors, instructors and community members. To this end, we have established the following policy regarding our expectations of customer behavior:

**Respect for All Individuals**: We expect all individuals to treat fellow customers, staff members, instructors and vendors with courtesy, dignity, and respect, regardless of their race, ethnicity, religion, gender, sexual orientation, age, disability, or any other protected characteristic. Discrimination, harassment, threat, or any form of offensive behavior, imagery, or language in person, via electronic communications or online, or in the community, will not be tolerated. We believe in fostering an environment that embraces diversity and we actively work toward creating safe spaces for people with marginalized identities, especially those at the intersection of multiple marginalized identities.

**Personal Space and Boundaries**: We expect all individuals to respect personal space and boundaries of others. Physical contact, unless consented or necessary, should be avoided. We expect everyone to maintain a comfortable distance and to refrain from any behavior that may make others feel unsafe, including unwelcome sexual advances, inappropriate identity-based comments or inquiries, or creating an unsafe situation or conversation that harms or has high potential to harm the physical, mental, and/or emotional well-being of a person in an irreparable way.

**Respect for Property**: We expect all individuals to treat Co-op property and product with respect. Theft, vandalism, and other deliberate damage to property or product will not be tolerated.

**Policy Compliance:** We reserve the right to take appropriate action to ensure the well-being and safety of our customers, staff, vendors, instructors, and community members. Failure to comply with this policy, including inciting others to violate the policy, will not be tolerated and may result in a range of actions. These actions may include: verbal warnings, requests to modify behavior, temporary suspension of service, or, in extreme or repeated cases, may result in termination of employment, ownership, and/or vendorship status, and banning from the premises.

**Our Commitment to Customers**

Our staff, instructors, and Board members commit to adhering to the above expectations to proactively foster and maintain an inclusive and equitable environment. Additionally, we endeavor to continuously review and improve our policies, procedures, and training programs to ensure that they align with our commitment to inclusivity. We actively seek feedback from our customers and leverage it to refine our approach and address any potential barriers to accessibility or discrimination.

I agree to the terms outlined in this policy.

_____

Signature Date

_____

Printed name

# General Use Exit Checklist

- [ ] Space is cleared of all Renter materials.
- [ ] All tables and chairs must be wiped off and cleaned of any spills or food residue.
- [ ] All tables, chairs/stools, and equipment are returned to their original places.
- [ ] All trash must be bagged up and placed in the provided containers. Fresh liners should replace all used liners.
- [ ] All recycling must be bagged up and cardboard boxes must be broken down and placed in the recycling containers. Fresh liners should replace all used liners.
- [ ] Sweep up any messes on the floor.
- [ ] Validate BOTH external Aubergine doors are locked before leaving the space.
- [ ] Please list any items that the Customer Experience Team needs to address (ex. Light bulb burned out, . You might be contacted by the Customer Experience Team with follow up questions.

    - [ ] _____
    - [ ] _____
    - [ ] _____
    - [ ] _____
    - [ ] _____

- [ ] Any input you would like to provide to improve the space?

_____

_____

_____

_____

Renter Signature:_____

Date of Use: _____

# Kitchen Use Exit Checklist

- [ ] Space is removed of all Renter materials, unless additional storage space is being utilized as agreed upon prior with the Customer Experience Team.
- [ ] All equipment must be must be cleaned/washed to standards as shown by the Customer Experience Team prior to rental, and turned to where it was found.
    - [ ] Our kitchen sink does not have a garbage disposal. All food particles must be scrapped into the garbage before dishes and/or utensils go in the sanitizer.
- [ ] Floor must be swept and mopped.
- [ ] All tables, stools, and chairs must be wiped off and cleaned of any spills or food residue.
- [ ] All trash must be bagged up and placed in the provided containers. Fresh liners should replace all used liners.
- [ ] All recycling must be bagged up and cardboard boxes must be broken down and placed in the recycling containers. Fresh liners should replace all used liners.
- [ ] Verify that the oven and all burners are turned off.
- [ ] Drain water in sanitizer and turn off. Leave door in an upright position.
- [ ] Verify that hood lights/fan are turned off.
- [ ] Validate BOTH external Aubergine doors are locked before leaving the space.
- [ ] Please list any items that Customer Experience Team Co-op staff need to address (ex. Light bulb burned out, due to a broken or poor condition. Please know you might may be contacted by Customer Experience TeamCo-op staff for to follow up with questions:

    - [ ] _____
    - [ ] _____
    - [ ] _____
    - [ ] _____
    - [ ] _____

- [ ] Any input you would like to provide to improve the space?

_____

_____

_____

_____

Renter Signature:_____

Date of Use: _____