



Building Community, Creativity & Culture

2340 East Magnolia Ave - Knoxville, TN 37917

865.444.5915 - thebottomknox@gmail.com - thebottomknox.com

"Named after the first community in Knoxville to be devastated by urban renewal, The Bottom emerged from a local Black collective addressing race and place. The Bottom tackles the legacy of displacement by honoring the beloved community in which it serves. With the belief that Blackness is relational and dynamic, The Bottom stands as a multi-use place to foster change and togetherness. As a nonprofit cultural organization supporting a Black-affirming bookshop and arts programming, The Bottom is building community, celebrating culture, and engaging the creativity of Black people in Knoxville."

To book your event at The Bottom please read and complete this Rental Agreement form and email it thebottomknox@gmail.com

Use of Space Policy

Our schedule of events and availability can be found at www.thebottomknox.com/events. The space is available to individuals as well as organizations, considering that all functions are deemed appropriate to the facilities. The Bottom reserves the right to deny facility usage to any group for any program or event that is inconsistent with our mission.

Pricing Guide/Rental Fees

	Hourly	Half Day (4hrs)	Full Day (8hrs)	Multiple Days
Bookshop (Room A)	\$150	\$600	\$1200	15% off price
Craft Studio (Room B)	\$150	\$600	\$1200	15% off price
Podcast Studio (Room C)	\$100	\$400	\$800	15% off price
Back Lot (Room D)	\$150	\$600	\$1200	15% off price
Community Art Studio (Room E)	\$150	\$600	\$1200	15% off price
Entire Space (Rooms A-E)	\$700	\$2800	\$5600	15% off price

***Tea Room Service: add an additional \$80/hour to rental fee**

***Bookshop Service: add an additional \$100/hour to rental fee**

***Furniture and Equipment Service: add an additional \$100 flat rate rental fee**

Furniture and Equipment Available for Use

- 20 folding chairs
- 4 folding tables
- 4 table cloths
- 1 small bluetooth speaker

- 1 large presentation screen

Reservation Fee and Cancellation

A signed contract and date-hold deposit in the amount of **50%** of the total rental fee must be received upon return of signed contract to reserve your date(s) and time(s). **The full balance is due 24 hours before your scheduled event.** If the event is cancelled for any reason, The Bottom will retain this deposit as your agreement to rent the space may cause the loss of additional bookings or business. If The Bottom is able to fill the date with another event, the reservation deposit will be returned to Renter.

Site Decoration

The Bottom wants to make every event feel special and welcoming. Therefore every effort will be made to allow Renters to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items are to be used on our walls or floors. Glitter or foil (non-paper) confetti is not allowed on site. Only low tack tape is allowed on floors and walls. Any damages will be charged after your event.

Setting & Cleaning Up

Time for set up & Clean up for your event MUST be included in the space rental time.

Renter agrees that all deliveries/set-up arrangements must be scheduled with The Bottom, and that The Bottom does not provide any labor that may be involved during set-up or clean-up.

The Bottom will be in a clean condition prior to any event. Within **one (1) hour** following the event, Renter is required to return the space to the same clean condition in which it was found. Renter agrees to a **\$50 clean-up fee** if rental space is not returned to the condition in which it was found.

Renter agrees to our clean up procedure which includes:

- Sweeping the space
- Move all furniture and chairs back to where they were in the space prior to the event
- Empty all trash and recycling containers and dispose of them in appropriate bins which should be located around back
- Put new, empty trash bags in trash and recycling containers

Compliance with Laws

The Renter shall maintain, or cause to be maintained, all material permits, licenses, and other authorizations required by federal, state and local law for the activities anticipated to be conducted at The Bottom, including but not limited to licenses and permits for catering and

serving alcohol or liquor. The Renter shall conduct its activities in substantial compliance with such permits, licenses, and authorizations.

Security

The front door must be unlocked at all times during the event. The organizer of the event shall be on the premises at all times. The Bottom makes no assurances, representations or guarantees regarding the security or safety of Renter and its guests

Lost and Found

The Bottom takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

Damages/Indemnification

Any liability of the University to The Bottom and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

Use of Space Agreements

- Renter agrees to only use designated areas.
- Renter agrees to uphold The Bottom's capacity of 75 people or less.
- Renter agrees to leave the space in the same condition it was originally found. Furniture and chairs can be moved around, as well as moved into the back to make more space in the front room, as long as they are moved back.
- The Bottom representatives have authority to take actions and make decisions that are in the best interest of the building/space's safety, security, and image in the community.
- **NO** smoking in the building.
- **NO** candles nor any other flammables are permitted anywhere in the building. If a caterer uses sterno, an attendant **MUST** remain close by!
- The sound level of performances should not exceed that required to fill the space of the event. Renter must use good judgment and maintain the sound level at a reasonable level.
- Renter agrees that their event and all music must end by 12:00 am (midnight). Repeated requests to lower the sound level may result in the event being ended with no refund and a smaller likelihood The Bottom will be able to host your event in the future.

Lastly - Renter agrees to contact thebottomknox@gmail.com the day after their event to ensure the space was left in a satisfactory condition, and to be open to feedback and suggestions.

Miscellaneous (all references to "Supplier" used in the following paragraphs apply to The Bottom and its agents, employees, and assigns):

- A. **Audit.** (i) Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 5 years, and shall maintain its records in accordance with generally accepted accounting principles.
(ii) Audit: During the term of this agreement and for 5 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Supplier's records that relate to this agreement.
(iii) Assistance: Supplier shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Supplier complies with its obligations under this agreement.
- B. **Debarment:**
Supplier hereby attests that the following are true statements:
- i. Supplier is not currently debarred by the U.S. federal government.
 - ii. Supplier is not currently suspended by the U.S. federal government.
 - iii. Supplier is not currently named as an "excluded" supplier by the U.S. federal government.
 - iv. Supplier must notify University within 2 business days if Supplier is debarred by any organization in the United States.
- C. **Department of Revenue.** In compliance with the requirements of Tenn. Code Ann. §12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
- D. **Governing Law.** The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
- E. **Illegal Immigrants.** In compliance with the requirements of Tenn. Code Ann. §12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
- F. **Non-Discrimination.** No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be

excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the contract or in the employment practices of the vendor/contractor. Supplier shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

G. Notice:

- i. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
- ii. Subject to sub-section (iv) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
 1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
 2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- iii. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

University:

Legal notices only; do not send invoices to this address:

The University of Tennessee
505 Summer Place- UT Tower #1044
Knoxville, TN 37902
ATTN: Office of Procurement Services
Email: contracts@tennessee.edu

- iv. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

Please complete the following form if you are ready to accept and abide by agreements listed above. Once completed, email to thebottomknox@gmail.com

Renter Name & Organization:

Renter Address:

Renter Contact Email:

Renter Phone Number:

Spaces Reserved:

Supplies Needed:

Date(s) and Time(s) of Event:

Number of People Expected:

Description of Event:

*If this a Fundraiser Event – Name and Contact Info of Person or Organization Funds are
Going Towards:

By Signing Below, I agree to the Terms of This Rental Agreement Form:

RENTER

Signature: _____

Date: _____