

Venue Rental Contract

User Information

Title of Production: _____

Company Name: _____

Contact Name: _____

Phone: _____ E-mail: _____

Alternate Contact Name: _____

Phone: _____ E-mail: _____

Type of Event (check appropriate box[es])

- | | |
|--|--|
| <input type="checkbox"/> Theatrical production | <input type="checkbox"/> Educational class |
| <input type="checkbox"/> Musical presentation | <input type="checkbox"/> Literary presentation (poetry, spoken word, etc.) |
| <input type="checkbox"/> Seminar | <input type="checkbox"/> Rehearsal |
| <input type="checkbox"/> Other (please specify): _____ | |

Number of Cast: _____ ; Number of Crew: _____ ; Number of Audience Seats (Maximum of 60): _____

Date(s) and Times Contracted

Dates: _____ ; Times: _____

Rental Costs

Rental rates as of June 1, 2010 are as follows:

- Weekly Rental (9 A.M. Monday to Midnight Sunday): \$750
- Daily Rental (Monday–Sunday, 9 A.M. to Midnight): \$165
- Nonperformance Events (i.e., no audience [e.g., auditions, private reading, etc.]; availability permitting)

Daily Rental: \$75 (9 A.M. to Midnight)

The first 25% of the rental fee is due at time of booking, with the final 75% due by two (2) weeks before the start date of the rental agreement; single-day bookings cannot be made more than 1 month in advance, at which time a 100% deposit is due. Any costs for additional staff/equipment shall be paid on or before opening night.

All rentals require an orientation through which renter can become familiar with technical/safety/physical plant of the space. The fee for this orientation is \$25.00, payable at time of payment-in-full (depends on rental type).

Equipment Needed

Please check the appropriate boxes to indicate Off Center equipment that your production will need (no additional charge):

- | | |
|------------------------------------|---|
| <input type="checkbox"/> CD Player | <input type="checkbox"/> Dimmer board |
| <input type="checkbox"/> PA System | <input type="checkbox"/> Lighting Instruments |

Title of Production: _____

Personnel Needed

Please indicate here whether you will need additional personnel to be provided by Off Center (rate: \$12.00/hr), and how many hours you anticipate that you will need (NOTE: Two (2) house staff must be present while audience is present):

Usher (Hours: _____) Box Office (Hours: _____) Additional Tech Support (setup, etc.) (Hours: _____)

Total No. of Personnel Hours: _____; Total Cost for Additional Personnel (@ \$12.00/hr; tech staff [running/setting lighting/sound]: \$20/hr): \$ _____

Insurance/Damage Deposit

Please check this box if you will be using your existing liability and contents insurance (attach copy of policy title page): .

If not, your organization will be covered under the Off Center policy. A \$200 damage deposit is required two (2) weeks before opening; if paid by check, check will not be cashed unless damage has occurred.

Terms of Agreement

Use of Premises

1. The Presenter (hereafter described as "Presenter") agrees to respect the rules as stipulated in this agreement regarding use of the venue. Layout and setup are subject to Off Center staff approval. Overall layout must not block or restrict the flow of traffic, circulation, or egress.
2. The Presenter agrees to keep the premises in an orderly, safe, and sanitary condition throughout the event, including setup and cleanup.
3. Use of adhesives, hooks, nails, or any material to attach or hang anything directly on the walls, utility pipes, or ceiling is not permitted. Off Center provides structures from which instruments/set pieces may be hung, and, upon request, will instruct Presenter as to acceptable usage.
4. Nothing *whatsoever* may be hung from sprinkler pipes, or over doors, fire alarm(s), or exit signs.
5. When the rental period has concluded, the Presenter agrees to return all furniture to a neat and orderly condition, pick up all trash and dispose of in provided containers, turn off all lights, and secure all locks.
6. Presenter agrees to clear out and vacate premises immediately after the event has ended. Presenter may request extra time for setup or cleanup, and agrees to restore the theater to the condition/configuration in which it was found at the start of the rental period.

Rental Costs

1. Rental rates as of May 1, 2012 are as follows (excluding \$25 orientation fee):
 - Weekly Rental (9 A.M. Monday to Midnight Sunday): \$750
 - Daily Rental (Monday–Sunday, 9 A.M. to Midnight): \$165
 - Nonperformance Events (i.e., no audience [e.g., rehearsals of shows not to be performed at Off Center, auditions, etc.]; availability permitting)
Daily Rental: \$75 (9 A.M. to Midnight)
2. The first 25% of the rental fee is due at time of booking, with the final 75% due by two (2) weeks before the start date of the rental agreement; single-day bookings cannot be made more than 1 month in advance, at which time a 100% deposit is due (including damage deposit).
3. Any costs for additional staff/equipment shall be paid on or before opening night.

Presenter Responsibilities

1. In order to ensure the public and facility safety and other considerations covered in this section, Presenter shall provide at least two (2) staff members: at least one (1) person attending the box office/lobby, and

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at least one (1) ushering the audience. One (1) of these (or another of Presenter's choosing) shall be designated as House Manager.*

2. The Presenter agrees to take full responsibility for the protection of his/her own materials, equipment, and personnel. Off Center will not be responsible or liable for the compensation of any losses, damages, injuries, illnesses, thefts, or any other untoward incident that may occur within the rental premises. Presenter must provide Off Center with proof of insurance appropriate to the proposed event, or must inform Off Center that insurance coverage is needed.
3. Off Center is situated in a mixed business and residential community. It is the Presenter's responsibility to monitor attendees at the event to insure that no disorderly or unbecoming behavior takes place in Off Center, outer hallways or lobby, sidewalks, or parking lot. Noise must be controlled to fit within the parameters of Burlington City noise ordinances.
4. The Presenter agrees to take full responsibility for the loss or damage caused to Off Center property by any activity during and arising as a result of the rental, and this property shall include but not be limited to its furnishings and equipment, adjacent common spaces, building exterior and grounds, windows, mirrors, walls, and flooring. Off Center will provide a billing statement within 3 days of the event detailing any losses or damages; this bill will be payable within 7 days of receipt. Off Center requires a \$200 damage deposit, which will be returned on closing night if no damage has occurred.
5. It is understood that the event associated with the rental shall be limited to the Off Center performance space.
6. The Presenter will provide Off Center staff with copies of posters, press releases, and other publicity materials produced for events taking place at the venue. Off Center logo must be used on all marketing materials, and may not be altered from its standard form ("Off Center for the Dramatic Arts") when not used in running text. Off Center is not responsible for distribution of these materials.
7. Off Center reserves the right for each member of Off Center and its Board of Directors to be granted one (1) complimentary ticket to any one performance, as reserved in advance or at the door (availability permitting), with a total limit of 4 tickets per performance.
8. Presenter agrees to restore the theater, including but not limited to the lighting plot, sound equipment, drapes, and seating, to the condition/configuration in which they were at the start of the rental period.

***Does not apply to nonperformance rentals.**

Safety and Security

1. Smoking is prohibited anywhere within the building, including Off Center and all common spaces.
2. The use of any toxic or noxious material is strictly prohibited.
3. The use of fire or any type of open flame is also prohibited, except by prior approval of Off Center staff and the Burlington City Fire Marshall.
4. Care shall be taken in the construction and deconstruction of sets and technical instrumentation to insure the safety of audience, Presenter and associates, Off Center staff, and all other visitors to the venue.
5. Use of the facility must not interfere with other tenants or neighbors. The Presenter takes responsibility for the behavior and actions of the attendees at their event to insure that others will not be disturbed or inconvenienced.
6. The Presenter is responsible for maintaining the security of the building and monitoring the occupancy of the facility.

Americans with Disabilities Act Compliance

Off Center is committed to fulfilling its obligations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA), and, as LESSOR, is providing a physically accessible venue. Presenter agrees to cooperate with Off Center when necessary to maintain physical accessibility of the facilities.

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License/Permits/Copyrights

The Presenter shall obtain and pay the relevant fee for all licenses and permits necessary to conduct operations arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the event, or will insure that another party is contractually required to obtain and pay for such. Presenter agrees to indemnify, defend, and hold harmless Off Center from any claims or costs, including legal fees, which might arise from question of the use of any such material described above.

Tax Exemption

Presenters who are non-profit, tax-exempt organizations shall submit to Off Center such tax exempt certificates as shall pertain, to be used for aspects of billing germane to tax exemption.

Responsibilities in the Event of Presenter Cancellation or Postponement

In the case of a cancellation or postponement by Presenter of a public event covered by this agreement, it is the responsibility of the Presenter, at its own expense, to immediately make the public aware of the cancellation or postponement. All media outlets where ads for the event were placed must be provided a press release or similar notification regarding the cancelled or postponed event. Off Center can provide local media contact information to the Presenter if necessary. Cancellation/postponement prior to opening will result in forfeiture of the 25% deposit; if space can be re-rented, the remaining 75%, if already paid, will be refunded.

Cancellation by Off Center

Should Off Center be destroyed or made unusable by fire or other elements, or by mob, strike, riot, war, or other civil disobedience, or should any part of Off Center be made impractical for use by any cause, Off Center may, at its discretion, terminate and void this Agreement. If such termination occurs before the lease period begins, Off Center will refund to Presenter in full any deposit theretofore paid by Presenter. If such termination occurs during the term of this lease, Presenter will pay to Off Center a *pro rata* of the rent plus any expenses incurred to Off Center to that time in connection with this Agreement, and Off Center will refund any part of the rent already paid by Presenter that exceeds such amount. In event of such termination, the parties agree to hold each other harmless for damages or losses sustained by the other party, and the parties waive their rights to claims for damages or compensation for loss of profits.

Technical Facilities, Staffing, and Parking

1. Off Center shall provide basic lighting and climate control (heating and air conditioning) in the rental space. Any technical elements not specifically arranged for at the time of booking are not guaranteed to be in place for the rental period.
2. Off Center shall provide personnel for basic electrical and technical support at setup/breakdown and as need arises. Additional support staff may be arranged upon Presenter's request at a rate of \$12.00/hr (\$20/hr for technical support staff [lighting/sound]). If arrangements are not made for personnel at time of booking, Off Center cannot guarantee availability of personnel.
3. Free parking is available in the building's lot, availability permitting. Off Center shall not be responsible for Presenter's vehicles or those of attendees.

Concessions

1. The Off Center retains the right of first refusal for the sale of hot and cold beverages, snacks, and desserts at events in the lobby of its facility (kitchen facilities may be made available by advance arrangement).
2. Presenter may sell food and/or nonalcoholic drinks if prearranged with Off Center staff.
3. Alcohol may be neither sold nor distributed free of charge by the presenter, but may be sold by licensed caterers only, in accordance with all city and state requirements.

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Advertising

1. Off Center will place the basic event information in our semi-weekly advertisement in Seven Days newspaper if the timing of the ad and the event make it reasonable to do so.
2. Off Center will place detailed information and imagery, provided by the Presenter, on our Web site and Facebook page.
3. Off Center will provide a list of contacts to be used by the Presenter for press releases.
4. All other advertisement and distribution of promotional materials are the responsibility of the presenter.

Final, actual layout of Production shall not vary substantially (as determined by Off Center staff) from description in User application; substantial variation may result in termination of contract and forfeiture of deposit (excluding damage deposit).

Total Costs

Total Basic Cost of venue Rental (additional fees excluded):	\$ _____
Total Cost for Additional Personnel (@ \$12.00/hr; tech staff @ \$20/hr):	\$ _____
Amount due at time of booking (daily , 100%; weekly , 25% of Total):	\$ _____
Amount due (for weekly) by 2 weeks before start rental (75% of Total plus \$200 damage deposit):	\$ _____
Orientation Fee (ALL rentals)	\$ <u>25</u> _____
Grand Total	\$ _____

I have read and agree to the above Venue Rental Contract and associated Terms of Agreement.

Signature of User

Date

_____ for
Print User Name

Print Name of Renting Organization

Print Title of Production

Rental Approved by: _____
Off Center Member Signature

Date

Print Off Center Member Name