

## **THEATRE RENTAL TERMS AND CONDITIONS**

### **The RRCA agrees to provide the following service**

- The use of spaces within the Ramsdell, as outlined on Page 1 of the AGREEMENT. Additional requests must be approved by the RRCA Executive Director.
- Marketing to help promote RENTER's event (publish free ads on Social media accounts, LED marketing sign, and printed materials whenever possible).
- The RRCA is fully responsible for providing front-of-house (box office, house manager, ushers), concessions, and any needed production crew (sound engineer, lighting engineer, operations manager), per the AGREEMENT.
- Event supervision. The Facilities and Operations Manager will supervise the entire production. This crew member is charged with the safety and timely execution of the event. This employee is NOT an event stage manager, light board operator, or soundboard operator.
- Provide personnel to help during load-in, load out, set up, and breakdown.

### **RENTER agrees to the following**

2.0 To accept the services and pay the established rate (Total Contract Amount) as listed on page 1 of this Contract and to pay the established rate for additional services and/or hours of rental incurred after the execution of this Contract.

2.2 To abide by this Contract and all the House Policies of the RRCA (included as part of the contract). RENTER is responsible for informing RENTER'S personnel of all RRCA policies and procedures.

2.3 To pay any and all fees, fines, penalties, or other costs incurred by the RRCA arising out of the RENTER's event. Additional fees incurred are due 14 days after the last performance/event.

2.4 RENTER agrees to coordinate the time and date of delivery of props and equipment with the RRCA at least 14 days in advance of the start of the rental date (not the performance date).

2.5 RENTER will be responsible for producing the event, including but not limited to the coordination and selection of its key personnel and programmatic content.

2.6 RENTER will be responsible for providing the RRCA staff with all production and technical specifications and needs, including stage set-up, orchestral instrumentation needs, lighting, and audio/visual requirements 60 days in advance of the start of rehearsals.

### **Policies and Regulations**

3.0 Insurance – RENTER must provide proof of insurance acceptable to the RRCA as outlined below.

Public Events: If the event being held is a public event by an organization, or an individual sponsoring the event on behalf of an organization or business, the entity signing the rental contract shall provide to the RRCA a certificate of insurance showing that General Liability Coverage with the following limits has been obtained and includes the City of Manistee and the Ramsdell Regional Center for the Arts as Additional Insureds:

Each Occurrence Limit	\$500,000
Personal Injury Liability	\$500,000
Products/Completed Operations	\$1,000,000
General Aggregate	\$1,000,000
Medical Payments	\$5,000
Fire Legal Liability	\$50,000

The applicable insurance requirements must be provided to the RRCA no later than 30 days prior to the event.

3.1 **Control of Building:** The Executive Director, his designee and RRCA employees/volunteers shall have the ability to enter the rented premises at all times. In extreme cases, the main doors and/or auditorium doors will not open, nor shall an event begin, without the expressed permission of the Executive Director.

3.2. **Deposit.** RENTER agrees to pay the RRCA, concurrently with the execution of this Contract by the RENTER and the submission of this Contract to RRCA for its approval, a Deposit of no less than 25% of the Total Contract Amount as listed on Page 1 of the AGREEMENT. RENTER acknowledges and agrees that the Deposit is non-refundable.

3.3 **Acceptance by RRCA.** The AGREEMENT, when executed by an authorized signatory of the RENTER Organization and submitted to the RRCA with the deposit, constitutes an offer by the RENTER for the use of the facilities and services on the terms and conditions contained in this AGREEMENT. The AGREEMENT is not binding upon RRCA until it is executed by an authorized signatory of the RRCA and returned to the RENTER. Neither RENTER nor RRCA shall be bound by the provisions herein until such acceptance by RRCA has occurred. The offer is good for twenty (20) days, during which period the RRCA agrees to refrain from booking other users of the facilities in the Theatre. Ticket sales and marketing will only begin after the full execution of the agreement. If the offer is accepted by the RRCA, then the agreement is fully executed, and both parties are bound by the terms and conditions. Any changes after execution require initials next to the changes by both parties marked with a date.

3.4 **Cancellation.** In the event that a cancellation notice is received by RRCA sixty (60) or more days prior to the first date of rental, RENTER shall forfeit its deposit but shall be relieved of responsibility for payment of the BALANCE set forth on Page 1 of the AGREEMENT. In the event that a cancellation notice is received by RRCA fourteen (14) days or more, but less than sixty (60) days prior to the first date of rental, RENTER shall be responsible for payment of 50% of the BALANCE. Such payment shall be due upon demand by RRCA in accordance with this section. The Contract may not be canceled within fourteen (14) days of the first date of rental, and any notice received during such period will be disregarded, with RENTER being liable for the entire Total Contract Amount.

3.5 **Disorderly Persons.** RRCA and its authorized agent(s) reserve the right to eject or cause to be ejected from the Ramsdell Theatre any disorderly person or persons; and neither the RRCA nor any of its board members, agents, volunteers, or employees shall be

liable to RENTER for damages, of any kind, that may be sustained by RENTER through the exercise of such right by RRCA.

**3.6 Building Condition.** RRCA and its agents make no representation or promise with respect to the building or rented premises except as expressly set forth in the AGREEMENT. The utilization of the rented premises by RENTER shall be conclusive evidence that RENTER accepts the premises “as is” and that said premises and or rented spaces were in good and satisfactory condition at the time such possession was so taken.

**3.7 Sale of Food, Drink, and Merchandise.** All sales of food and drink at the Ramsdell Theatre shall be conducted under the sole and exclusive control of RRCA, which shall receive all revenue associated with such sales. RRCA’s discretion regarding times and location of sales of food and drink, or where in the theatre food and drink may be taken during performances, shall be absolute. Any non-food artist merchandise may be sold by RENTER at designated areas in the lobby with the consent of RRCA. RRCA reserves the right to sell its own non-food merchandise at all times in any location within the Ramsdell Theatre. RRCA shall determine and have complete jurisdiction over the location of any and all sales areas. The RENTER’s display shall be neat, professional, and well maintained.

**3.8 Rules and Regulations.** The House Rules are part of the AGREEMENT. RENTER shall comply and shall cause all its participant(s), attendee(s), guest(s), performer(s), and crew to comply with the House Rules. RRCA reserves the right to revoke the rights granted to the RENTER under this Contract, or to deny entry to the Ramsdell Theatre or any portion thereof to any RENTER participant, attendee, guest, performer, or crew, upon violation of those rules, regulations, or directions.

**3.9 Backstage & Stage Access.** RENTER agrees that members of the audience will not be invited to, or seated on, the stage. RENTER agrees that prior to, during, and after the performance, admission to the backstage area is limited to the actual performers, RENTER’s staff, and necessary individuals authorized by RENTER.

**3.10.1 Emergency or Audience Hazard.** In the event of an emergency or audience hazard, RRCA and its representatives shall have exclusive right to energize the house lights or take any other action which RRCA and its representatives at their sole discretion deem necessary to provide for audience comfort and/or safety. Furthermore, RRCA and its representatives reserve the right to communicate with the audience at any time and in any manner it deems necessary.

**3.10.2 Public Safety & Indemnity.** RENTER agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify, defend and hold harmless RRCA, its board members, agents, volunteers, or employees from all demands, claims, suits, actions, liabilities, costs, and expenses (including attorney's fees and all other legal expenses) in connection with, and not limited to the loss of life, bodily injury or damage to property arising from any intentional, reckless, or negligent conduct of RENTER, its agents, employees, volunteers, servants, contractors, subcontractors, licensees, invitees, or guests, during the period in which this Contract covers the use of the rented space, or occurring as a result of the use of such space during the agreed period.

**3.10.3 Copyrighted Material.** RENTER is solely responsible for its activity conducted within the Ramsdell Theater. RENTER shall secure all licenses and permits required for any performance taking place during its occupancy of the Ramsdell Theater, including, but not limited to, any that may be required for the publishing of copyrighted material, musical compositions performed in concert (i.e., music performance license fees/royalties payable and due to ASCAP, BMI, SESAC), dramatic rights, media rights (photography and video), trademarks, patented devices/processes, and any other intellectual property used in connection with RENTER's event. RENTER shall further indemnify and hold harmless Lessor from any and all liability, including damages, costs, and attorney fees, associated with the RENTER's failure to secure a required license or permit.

**3.10.4 Collection Costs: Interest.** In the event that RENTER fails to pay when due any amount due to RRCA under this Contract, or otherwise defaults under this Contract, RRCA may recover from RENTER all costs incurred by RRCA (including reasonable attorney's fees

and other litigation expenses) in enforcing this Contract. Interest shall be accrued on all amounts that are not paid when due at the rate of 7% per annum on the unpaid BALANCE.

**3.10.5 Media Release:** If RENTER, or any member of RENTER'S group, are photographed or filmed while on the RRCA property by an authorized/staff photographer, the photo and/or video belongs to the photographer, and you release to the RRCA, its agents, and employees all rights to exhibit and market this work in print and electronic form publicly or privately, including social media websites.

**3.10.6 Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (4) government order or law; (5) action by any governmental authority; (6) national or regional emergency; (7) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (8) shortage of adequate power or transportation facilities. The party suffering a Force Majeure event shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. The parties shall work together to find a reasonable and acceptable new date for any event that is canceled as a result of a Force Majeure event. Should the parties be unable, using their best effort and exercising good faith, to find a reasonable alternative date then this Agreement and all responsibility and rights of the parties therein, shall terminate without liability or obligation for either party.