



## RENTAL AGREEMENT

This agreement, entered into between THEATRE TALLAHASSEE a corporation not for profit, and \_\_\_\_\_(hereinafter called "LESSEE"), shall constitute a Rental Agreement for the express purpose of renting property belonging to Owner located at 1861 Thomasville Road, Tallahassee, Florida (hereinafter "the Rental Property"), and is based on the following consideration:

### GENERAL GUIDELINES FOR USE OF THE THEATRE

1. Except as provided herein, Theatre Tallahassee's Executive Director serves as the sole and final determinant as to policy interpretation and facility usage.
2. All exhibits, events or artistic performances in THE THEATRE are always subject to approval by the Executive Director.
3. The Theatre is a non-smoking facility. Smoking is not permitted anywhere inside the facility. Exception: if smoking is required for a production.
4. No open flame is allowed in any space within the facility without prior approval of the Executive Director.
5. No alcohol is permitted anywhere on the property except as provided herein with regards to concessions.
6. No weapons of any kind are allowed on property. Stage weaponry must be approved by Executive Director.
7. No material, substance, equipment or object which is likely to endanger the life or cause bodily injury to any persons on the premises or which is likely to constitute a hazard to property shall be permitted on the premises without prior approval of the Executive Director.
8. No activities in violation of federal, state or local laws, ordinances, rules, of the Fire Marshall of the City of Tallahassee or of Leon County, Florida shall be permitted on the premises.
9. Animals of any kind are not permitted in The Theatre at any time without previous arrangements having been made with the Executive Director. Guide animals for persons with disabilities are exempt.
10. No part of the theatre may be sublet, nor can the LESSEE assign this rental agreement or rental space to a third party.
11. No items may be delivered to the theatre for storage prior to LESSEE'S event load-in date and time without authorization of the Executive Director. Theatre Tallahassee accepts no responsibility or liability for any items left unattended in the Lobby, or elsewhere in the theatre or on its grounds.
12. The Theatre shall make sole determination on the temperature setting and all HVAC settings for the duration of the occupancy of the LESSEE in order to minimize costs.
13. The Theatre requires that the LESSEE have an authorized representative on premises any time anyone connected with the event is in the facility.
14. The LESSEE must obtain Liability Insurance prior to occupancy of the facility. (See Insurance Requirements)

## **INSURANCE REQUIREMENTS**

1. LESSEE is required to fully insure itself, its officers, directors, employees, agents and presentations, at its own expense, Comprehensive General Liability (personal injury, including bodily injury, \$1,000,000.00 per occurrence; and property damage, \$1,000,000.00 per occurrence), Theft and Fire insurance for all properties brought into the Theatre, including without implied limitation the property of third persons under the control of The Theatre or LESSEE.
2. LESSEE shall provide, at its sole expense, a certificate of liability insurance coverage naming Theatre Tallahassee as additional insured upon signing the contract and in accordance with the following:
  - a. Public Liability Insurance covering LESSEE'S liability for all operations performed by LESSEE or any subcontractors in the amount of:
    - i. Bodily Injury - \$100,000 per person, subject to \$300,000.00 aggregate for anyone accident involving more than one person.
    - ii. Property Damage Liability - \$50,000.00 per accident.
  - b. Contractual Liability
    - i. Bodily Injury - \$100,000.00 per person, \$300,000 per accident.
3. Theatre Tallahassee shall not be liable to LESSEE for any kind or nature of damages whatsoever which LESSEE may incur as a result of vandalism or malicious mischief.
4. LESSEE assumes the risk of all damage, loss, cost and expense, and agrees to indemnify and hold harmless Theatre Tallahassee, its officers, agents and employees from and against any and all liability, damage, loss, cost and or expense which may accrue to or be sustained by LESSEE'S ticket purchasers, LESSEE, its officers, agents or employees or for any claim, suit or action made or brought against the LESSEE, its agents or employees, in connection with the activities provided by this Agreement.

## **EMERGENCY PROCEDURES (posted in Coffeehouse and Magnolia Room Kitchens and by shop door)**

1. In the event of an emergency, the House Manager and all other LESSEE staff will follow the prepared emergency evacuation procedures to safely assist patrons and performers in leaving the facility.
2. No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever.
3. No exit door or exit way shall be blocked, locked or bolted when the facility is in use.
4. The LESSEE is responsible for any and all temporary cables and wiring being run for the event. These items must be enclosed in appropriate cable covers or otherwise secured in all pedestrian traffic areas both backstage and in the auditorium/lobby.

## **FURNITURE, SIGNAGE, DECORATIONS AND INSTALLATIONS**

1. No furniture, pictures or other furnishings may be removed, relocated or added without permission of the Executive Director.
2. The LESSEE shall have access to the assorted tables and chairs.
3. No decoration, signs, banners, or other items may be attached to any structure or surface in The Theatre by nailing, pinning, or gluing of any kind. A fine of \$50.00 will be billed to the LESSEE for each violation of this item.

## HOUSEKEEPING

1. All areas of the theatre must be returned to the state they were found in.
2. All trash cans and recycling cans must be emptied and taken to the dumpster or recycling bins.
3. Any spills must be wiped up immediately.
4. All carpets must be vacuumed.
5. All tables and chairs must be properly returned to storage location.
6. Any damage must be reported to theater staff.
7. If cleaning services above and beyond normal wear and tear such as damages that require having to pay to repair or clean items, as determined by the Executive Director of Theatre Tallahassee, are needed, the LESSEE shall pay an additional \$25.00 per hour cleaning fee.

## CANCELLATIONS / BREACH OF AGREEMENT

### Theatre Tallahassee Initiated Cancellations

1. Cancellation of an event may occur if the LESSEE fails to adhere to any terms or conditions of this agreement. Theatre Tallahassee reserves the right to execute cancellation of an event prior to or during said event if conditions are not met that violate the law or directly cause serious harm to the public or facility.
2. Cancellation includes complete forfeiture of all rent monies paid and the LESSEE will have no claim against Theatre Tallahassee, whether for a refund of monies, lost revenue or sales or otherwise. The LESSEE also agrees to pay all monies due to Theatre Tallahassee for all services rendered up to the point of cancellation.
3. Theatre Tallahassee is not liable for failure of the ability of the LESSEE to present event(s) indicated in this agreement due to Acts of God such as acts or regulations of public authorities, labor disputes, strike, acts of terrorism, civil unrest, and epidemic.

### LESSEE Initiated Cancellations

1. The LESSEE may cancel the event(s) listed in this agreement up to forty-five (45) business days prior to the event with no loss of deposit. If cancellation occurs within fifteen (15) business days prior to the event(s) the LESSEE forfeits all deposits made.
2. The LESSEE affirms that The Theatre is not liable for any monies owed to patrons who purchased tickets for the event(s).

## FEES

- |                       |  |
|-----------------------|--|
| 1. Mainstage          | \$450 per day (8 am-5 pm); \$650 per night (after 5 pm)                  |
| 2. Coffeehouse        | set up as theatre=\$250 per day (8 am-5 pm); \$500 per night (after 5pm) |
| 3. Coffeehouse        | as empty space=\$350 per day (8 am-5 pm); \$600 per night (after 5pm)    |
| 4. Magnolia Room      | \$250 per day (8 am-5 pm); \$500 per night (after 5 pm)                  |
| 5. Kitchen            | \$50 per day   |
| 6. Sound Engineer     | \$25 per hour  |
| 7. Lighting Engineer  | \$25 per hour  |
| 8. Spotlight Operator | \$25 per hour  |
| 9. Other              | _____  |

**LESSEE AGREES**

1. To pay Owner a fee of \_\_\_\_\_ for use of the facility from \_\_\_\_\_, through \_\_\_\_\_, for the purpose of mounting its production. Payment in full shall be due no later than \_\_\_\_\_.

**SIGNATURES**

1. The LESSEE agrees to abide by all rules, regulations and policies of Theatre Tallahassee as set forth in this agreement. The LESSEE states that he/she has read all usage guidelines, understands them, and agrees to abide by them.
2. The LESSEE agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and LESSEE agrees to pay to The Theatre upon demand, such sums as shall be necessary to restore said premises to their present condition with the exception of ordinary use or wear.
3. Should the LESSEE present or allow the presentation of any composition, work, or material covered by copyright, the LESSEE will furnish to The Theatre, prior to the performance, evidence that is satisfactory to Theatre Tallahassee that any royalty or other charge or permission has been paid or obtained. LESSEE agrees to indemnify and hold harmless The Theatre for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
4. This Agreement and the attached Rental Application are the entire agreement of the parties regarding the items herein, and replaces, when signed by both parties, any prior agreements, whether oral or in writing, between them. Any amendment or rider to this Agreement must be in writing and signed by both Theatre Tallahassee and the LESSEE and attached. This written Agreement supersedes any and all inferred oral contracts and obligations between Theatre Tallahassee and the LESSEE.
5. This Agreement will be reviewed and interpreted under the laws of the State of Florida, and as such, any legal action necessitated by breach or other failure of the Agreement shall occur in the court system of the State of Florida.
6. The LESSEE shall assume full responsibility for the conduct and actions of any guest, staff member, volunteer, or visitor who attends an event it is sponsoring.

By signing below, both parties acknowledge having read the attached agreement and abide by all the points and stipulations listed therein. Both parties also acknowledge that they have the authority to enter into this agreement for themselves and the organization(s) they represent.

FOR THE LESSEE  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

FOR THE THEATRE  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

Patron Issues Contact (This is the person to whom we will refer patrons if issues or questions arise about the event that we are unable to answer. There MUST be a Patron Issues Contact supplied)

Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_