

# SPRAGUE COMMUNITY THEATER

1202 11TH St. SW, Bandon, OR 97411 | BandonEvents.org

## THEATER RENTAL AGREEMENT

For and in consideration of the Facilities Director agreement to rent to the Renter, the Sprague Community Theater (SCT) facility, the Director and the Renter herein agree to the following:

Facilities Director/Remittance  
Sprague Community Theater  
c/o City of Bandon  
PO Box 67  
Bandon, OR 97411  
(541) 347-7426

### Renter

Name: Person/Organization \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

1. The SCT Rental Fee Schedule includes deposit requirements, facility use, specialty equipment and Technical staff fees.
2. Renter's fee for use of the space will be calculated using the Rental Fees itemized on the schedule. Renter is scheduled for:

Event: \_\_\_\_\_

Dates: \_\_\_\_\_

3. To complete this agreement, the Renter herewith submits or agrees to submit total deposits in the amount of \$ \_\_\_\_\_ as derived from the Deposit Schedule Table (following) and agrees to pay all remaining fees, per follow-up invoice, within TEN (10) days following the event. *A 10% finance charge, per month, will be added to all unpaid fees beyond the TEN (10) day billing period.*

Deposit Schedule Table

Required	Description of Deposit	Amount	Terms
	Date Reservation [ ] Single day [ ] Multiple days	\$35	Per Event. Refundable - If Facilities Director is notified of cancellation 90 days prior to event.
	Security Deposit	\$150	Per Event. Refundable - If Facilities Director is notified of cancellation 90 days prior to event.
	Access Code to Door	N/A	Access Codes are provided 48 hours prior to event and will terminate 24 hours after completion of the event unless otherwise agreed.

1. Deposits made prior to the scheduled event will be refunded per the above terms or deducted from the final invoice.
2. This booking may be terminated by either party upon 90 days notice in advance of the first schedule date.
3. Renter's failure to provide notice of cancellation at least ninety (90) days prior to the scheduled booking dates allows the Facilities Director to retain, as liquidated damages, all deposits and rents previously paid by the Renter.
4. Renter cancellation of booking dates mid-course in a multiple booking date schedule is grounds for forfeiture of all deposits and rents previously paid by the Renter and the Renter remains obligated to pay all rents for the entire schedule as defined in the agreement unless the Facilities Director is able to re-book the Theater. Renter will be responsible for rents for all dates which cannot be re-booked.
5. At the Renter's request, the snack bar will be available for the sale of concessions for the Renter's profit.  
Will the snack bar be used for your event: YES [ ] NO [ ]
6. Access Codes are provided 48 hours prior to event and will terminate 24 hours after completion of the event unless otherwise agreed.
7. The renter agrees to pay for all costs incurred as a result of damage done to SCT property. Renter shall pay the actual replacement/repair cost of property damaged. Any property missing after an event will be replaced by the Renter at its replacement cost.
8. The renter agrees to hold the Facilities Director, Facilities Director's Representatives and agents harmless from all liability, costs and claims arising from Renter's activities on the Theater premises.
9. The Renter agrees to indemnify the Facilities Director, Facilities Director's Representatives and agents from any costs, expenses, fees, claims, damages, losses, (including attorneys fees), of any and every nature, arising from Renter's activities occurring on the Theater premises, during a disaster.
10. Renter shall not operate ANY theater equipment without prior written authorization from the Facilities Director. Theater equipment includes but is not limited to: theater lighting equipment, sound equipment, rigging, ladders, etc. If renter is found to be in violation, the Facilities Director reserves the right to fine the renter up to \$300 per instance or cancel the theater rental in the event of multiple violations.

*Signature below confirms renter has read and understands the Contract requirements and terms of this agreement (front and back).*

Renter: \_\_\_\_\_ Date: \_\_\_\_\_

(sign)

(print)

## TERMS OF AGREEMENT - SPRAGUE COMMUNITY THEATER

- 1. FACILITY USAGE:** Usage of the theater and stage facilities for the production of a performance is subject to review of all aspects of the performance by the City of Bandon/Facilities Director. The Facilities Director retains the right to deny usage of the facility. The facility will be made available for setup, rehearsal, equipment storage, and performances as outlined and agreed upon in the rental agreement. All activities engaged in by the Renter on the Sprague Theater property shall be lawful and in full compliance with all applicable laws, ordinances, rules and regulations. The Renter shall return all stage equipment to its proper storage location upon the completion of use. If the stage, dressings rooms, Snack Bar, etc., have been used, they must be cleaned by the Renter.
- 2. BOOKING:** Rental of facilities is arranged by the Sprague Facilities Director. Facilities and dates are considered a firm or contractual commitment ONLY upon execution of the Theater and Stage Rental Agreement by the Renter and the Sprague Theater. The renter will not assign, transfer, or sublet the premises during the rental period without written consent of the Facilities Director.
- 3. NON-PROFIT RENTERS:** Renters MUST PROVIDE a copy of their 501(c)3 paperwork in order to receive non-profit rental rates.
- 4. COPYRIGHTS:** The performance renter must have acquired all copyrights and permissions to present the performance for which the theater is being rented. The Renter shall provide a copy of the licensing agreement to the Facilities Director one month prior to the performance. Performance Renter agrees to hold harmless and indemnify the City of Bandon for any infringement on copyrights and intellectual property.
- ASCAP and BMI:** A fee for Music Royalties WILL BE CHARGED FOR ALL applicable events unless the Renter has acquired the required licensing. The Renter shall provide a copy of the licensing agreement to the Facilities Director one month prior to the performance or they will be charged.
- 5. INDEMNIFICATION:** I hereby agree to reimburse and hold the City of Bandon and Facilities Director harmless from any and all liability, claims, causes, actions, suits, loss, damage or expense of any kind or description which may be claimed against or incurred by the City of Bandon and Facilities Director, as a result of the negligence of the applicant, sponsoring organization, its members, officers, agents or attendees and shall indemnify the City of Bandon and Facilities Director, against, and hold the City of Bandon and Facilities Director, harmless from same, including attorney fees, arising out of or connected with or resulting from the use of the City facility during the period of reservation.
- 6. INSURANCE:** A liability and Indemnification agreement must be signed by the renter. A certificate of insurance is required for all events and performances booked for the theater as well as all third-party vendors that operate in, around, or make deliveries to the Sprague Community Theater in relation to the rental of the theater. The Sprague Community Theater requires both comprehensive public liability and property damage insurance with the City of Bandon identified as "Additionally Insured." The limits are \$1,000,000.00 per occurrence/\$2,000,000.00 aggregated, issued by a company licensed to provide such coverage in the State of Oregon insuring against all liability arising out of the use of the Sprague Community Theater.
- 7. WAIVER OF FEES:** The Sprague Theater has the right to waive fees at the sole direction of the City of Bandon or Facilities Director.
- 8. CANCELLATION:** Cancellation of an event more than ninety (90) days in advance of the performance shall result in a full refund of all deposits. Cancellation of an event less than ninety (90) days in advance of a performance will result in the loss of 100% of all deposits required for the rental of the Theater. The Renter is responsible for all monies due the Sprague Community Theater at the time of cancellation. Should the Facilities Director or City of Bandon cancel the event for any reason, the Renter shall not be responsible for any cancellation fees and shall be refunded all deposits.
- 9. PARKING:** Parking is available at the Sprague Community Theater on a first come, first serve basis. Parking permits are not required. The Sprague Community Theater does not provide to direct traffic or parking. The Renter understands the parking is shared by the Community Center and sometimes there are events going on at both locations. Signs will be displayed, but parking is not guaranteed.
- 10. HANDICAPPED ACCESS:** The Sprague Community Theater is handicap accessible. Accessible parking is available in the front of the building.
- 11. PERSONAL PROPERTY:** The Sprague Community Theater is not responsible for any valuables or personal property left on the premises. Any items left by the Renter in the facility after the rental period will be removed and disposed of at the discretion of the Facilities Director.
- 12. FIRE SAFETY REQUIREMENTS:** Smoking is prohibited inside the Sprague Community Theater. The use of chemicals, fire, candles, and pyrotechnics are prohibited from use in the facility without prior approval. All exterior doors and interior stage doors are to remain closed at all times. Do not prop doors open at any time. NO PARKING is allowed in the driveway area on the South or West side of the facility.
- 13. OCCUPANCY:** The Sprague Theater has seating for 246 people; TOTAL occupancy for the facility is 299 people. There is no "Standing Room Only." Admission/ticket sales shall limit attendance to the allotted number of seats. Unseated guests will be asked to leave.
- 14. PERSONNEL:** The Sprague Community Theater shall provide staffing as requested by the Renter. At least one sound technician and one lighting technician is required for each performance if sound and lighting are to be used. ONLY personnel approved by the Facilities Director shall operate equipment owned or supplied by the Sprague Community Theater including, but not limited to, the sound/light equipment, and rigging unless otherwise agreed in writing by the Facilities Director. If such personnel are provided by the Sprague Theater, those individuals will be paid according to the following rates: Lighting/Sound/Rigging Tech/House Manager = \$25.00 per person per hour. Minimum number of hours per performance for each employee is four (4) hours.
- 15. PERFORMANCE SCHEDULE:** Renter shall provide the Sprague Community Theater with a performance schedule at the time the Theater Rental Agreement is signed. The Renter shall make no modifications to this schedule without a two week prior written approval by the Sprague Community Theater and no performance will be presented outside of this schedule.
- 16. MARKETING MATERIAL:** Print and other marketing efforts are the responsibility of the Renter unless otherwise agreed upon in writing. If desired, the Renter may provide at least four (4) copies of advertising maximum 11" x 17" to the Facilities Director at least one month prior to the event for posting in display boxes used by the Sprague Theater.
- 17. SPONSORSHIP:** The Sprague Theater retains the right to review and approve all sponsors/advertisers that will be advertising on marketing material, promotional ads, tickets, etc., that mention the Sprague Theater.
- 18. TELEPHONES:** Unless rented or authorized, telephones in the facility are to be used for emergency purposes only.
- 19. EXITING PROCEDURES:** The general exiting procedures are as follows: a) Turn off lights accessible to the Renter's level of key entry. b) Secure all interior doors for areas used- close and lock. c) Secure all exterior doors- close and lock.
- 20. SNACK BAR:** At the Renter's request, the snack bar will be available for the sale of concessions for the Renter's profit. The Renter will provide a "cash box" for use in the Snack Bar and abide by all County Health Department rules and regulations.
- 21. ALCOHOLIC BEVERAGES:** To the extent alcohol will be served by the Renter on or within the Sprague Theater, the Renter shall provide the Sprague Theater/Theater Director, in advance of the scheduled event, proof of "Liquor Liability Insurance" and proof of compliance with all OLCC Rules and regulations regarding licensing for service of alcohol at the Renter's proposed activity. THE RENTER ASSUMES ALL RESPONSIBILITY AND LIABILITY.