

SPRAGUE COMMUNITY THEATER

RENTAL AGREEMENT

1202 11TH St SW, Bandon, OR 97411
(541) 347-7426

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 agrees to the following:

RENTER:

Name of Person/Organization: _____
 Authorized Representative: _____
 Address: _____
 Phone: _____
 E-Mail: _____

FACILITIES DIRECTOR/REMITTANCE:

Sprague Community Theater
 c/o City of Bandon
 PO Box 67
 Bandon, OR 97411
info@spraguetheater.com

1. The SCT Rental Fee Schedule includes deposit requirements, facility use, specialty equipment and technical staff fees.
2. Renter’s fee for the use of the facility 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 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
	Security Deposit	\$300.00	Per Event. Refundable – if Facilities Director is notified of cancellation 90 days prior to event.
	Reservation Hold Deposit () Single Day Event () Multiple Day Event	\$100.00	Per Day. Refundable at conclusion of event. Non-Refundable if reservation is cancelled.

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 ninety (90) days notice in advance of the first scheduled 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. 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.
7. 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.
8. The Renter agrees to indemnify the Facilities Director, Facilities Director's Representatives, and agents from any costs, expenses, fees, claims, damages, losses (including attorney's fees), of any and every nature, arising from Renter's activities occurring on the Theater premises, during a disaster.
9. 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 a violation.

TERMS OF AGREEMENT

1. **Facility Usage** – Usage of the theater and stage facilities for 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 on 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, dressing rooms, snack bar, etc. have been used, they must be cleaned by the Renter.**
2. **Booking** – Rental of facilities is arranged through 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 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 & 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 indemnify 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 or Facilities Director, as a result of the negligence of the Renter, 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 facility during the period of the reservation.

6. **Insurance** - 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 one million dollars (1,000,000) per occurrence/ two million dollars (2,000,000) aggregate, 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 Community Theater has the right to waive fees at the sole discretion of the City of Bandon.
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 the 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 and Vaping are prohibited inside the Sprague Community Theater and within 20 feet of any door or open window. The use of chemicals, fire, candles, and pyrotechnics are prohibited from use in the facility without prior approval. All exterior doors and interior door to stage are to always remain closed. Do not prop doors open at any time. NO PARKING is allowed in the driveway area on the South or the West side of the facility.
13. **Occupancy** – The Sprague Community 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 may provide staffing if requested by the Renter, and staff are available. At least one sound technician and one lighting technician are 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 upon 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 = \$30.00 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 11x17, to the Facilities Director at least one (1) month prior to the event for posting in display boxes used by the Sprague Theater. The Renter may provide the Facilities Director PDFs of the Renter’s advertising to be posted on the City of Bandon’s “Sprague Theater” webpage and Facebook.
- 17. **Sponsorship** – The Sprague Theater retains the right to review and approve all sponsors/advertisers that will be advertised on marketing material, promotional ads, tickets, etc. that mention the Sprague Community Theater.
- 18. **Telephones** – Unless rented or authorized, telephones in the facility are to be used for emergency purposes only.
- 19. **Snack Bar** – The Renter will provide a “cash box” for use in the Snack Bar and abide by all County Health Department rules and regulations.
- 20. **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/Facilities 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 FOR ANY CLAIM ARISING FROM OR RELATED TO THE SALE OR CONSUMPTION OF ALCOHOL IN CONNECTION WITH THE USE OF THE SPRAGUE THEATER.**

SIGNATURE BELOW CONFIRMS RENTER HAS READ AND UNDERSTANDS THE CONTRACT REQUIREMENTS AND TERMS OF THIS AGREEMENT:

Renter:

_____ Date: _____
 (sign)

_____ Date: _____
 (print)

Facilities Director:

_____ Date: _____
 (sign)

FEES PAID:

\$_____ Hold Deposit \$_____ Security Deposit \$_____ Cleaning Check No: _____ Date Paid: _____

Deposit Refund: Amount Refunded: \$_____ Date Refunded: _____