



City of Bandon

555 Hwy 101, PO Box 67
Bandon, OR 97411
(541) 347-2437

Bandon by the Sea

SPRAGUE COMMUNITY THEATER RENTAL AGREEMENT

1202 11TH St SW, Bandon, OR 97411
(541) 551- 1782, (541) 347-7426

RENTAL AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF BANDON ("CITY") AND ANY PERSON, COMMUNITY ORGANIZATION OR BUSINESS ENTITY ("RENTER") FOR USE OF THE SPRAGUE COMMUNITY THEATER ("THEATER") FACILITY

RENTER:

Name of Person/Organization: _____

Authorized Representative: _____

Address: _____

Phone: _____

E-mail: _____

Secondary Contact: _____

Secondary Contact Phone and E-mail: _____

THEATER MANAGER/REMITTANCE:

Sprague Community Theater
c/o City of Bandon
PO Box 67
Bandon, OR 97411

Renter is scheduled for: _____

Event: _____

Date and time: _____

Notes: _____

TERMS OF AGREEMENT

1. **Fee Schedule.** The Theater Rental Fee Schedule includes deposit requirements, facility use fees, specialty equipment charges, and fees for technical staff support. The Renter's fee for use of the facility will be based on the City Council-approved Theater Fee Schedule.
2. **Deposit.** To complete this Agreement, the Renter hereby remits, or agrees to remit, a total payment of \$_____ as a deposit for reserving use of the Theater, pursuant to the City Council approved Deposit Schedule, and agrees to pay to the City all associated rental fees within ten (10) days of the established rental date.
3. **Late Payment Fees.** A 10% monthly finance charge or late fee will be applied to all unpaid balances remaining after the **ten (10)**-day billing period. All outstanding fees or charges owed to the City must be resolved before the renter will be eligible to use the facility again.

Deposit Fee Schedule			
Required	Description of Deposit	Amount	Terms
Security Deposit	Security Deposit	\$200.00	Per event. Refundable if the Theater Manager is notified in writing or cancellation at least 90 days prior to the event.

4. **Refund.** Deposits made prior to the scheduled event will be refunded per the above terms or deducted from the final invoice.
5. **Termination.** This booking may be terminated by either party upon ninety (90) days' notice in advance of the first scheduled date.
6. **90-day Cancellation.** If the Renter fails to provide written notice of cancellation at least ninety (90) days prior to the scheduled event, the Theater Manager may retain all deposits and rents paid in order to recoup the City's overhead costs.
7. **Cancellation of Individual Booking Dates.** Cancellation of individual booking dates within a multiple-date schedule shall constitute grounds for forfeiture of all deposits and rents previously paid. The renter remains obligated to pay all rents for the full schedule, unless the Theater Manager is able to rebook the canceled dates. The renter will be responsible for reimbursing the City for all costs associated with any dates that cannot be rebooked.
8. **Damage and Loss.** The renter agrees to reimburse the City for all costs incurred as a result of damage to the Theater building or property. This includes the full cost of repair or replacement, including prevailing wage requirements, for any damage caused during the rental period. The renter is also responsible for the replacement cost of any missing or stolen property.
9. **Hold Harmless.** The Renter agrees to hold harmless the City of Bandon, its employees—including, but not limited to, the Community and Cultural Services

Director, and Theater Manager—and its agents, from any liability, costs, or claims arising from the Renter's use of the premises.

- 10. Indemnification.** The Renter agrees to indemnify the City of Bandon, its employees—including, but not limited to, the Community and Cultural Services Director and Theater Manager—and its agents, against all costs, claims, damages, losses, and expenses (including attorney's fees) arising from the Renter's activities during a disaster. The Renter shall also be responsible for any legal fees incurred by the City as a result of the Renter's negligence, misuse of the Theater, or violation of the terms of this Agreement.
- 11. Equipment Operation.** The Renter shall not operate any Theater equipment without prior written authorization from the Community and Cultural Services Director, Theater Manager or designee. This includes, but is not limited to, rigging, drops, and ladders. Unauthorized use of Theater equipment may result in a fine of up to \$300 per instance or cancellation of the rental.
- 12. Availability and Use of the Theater.** Use of the Theater and stage for performances shall be subject to approval by the City of Bandon, the Community and Cultural Services Director, Theater Manager, or their designee. The Theater will be made available for setup, rehearsal, equipment storage, and performance as specified in the terms of the Rental Agreement. All activities must comply with applicable laws and City-established rules and regulations. The Renter is responsible for restoring the Theater to its original condition, including cleaning all used areas and returning equipment to its proper location.
- 13. Rental Agreement.** Theater rental is arranged through the Sprague Theater Manager. Dates are only confirmed upon execution of the Rental Agreement. The Renter may not assign, transfer, or sublet use of the Theater without obtaining prior written consent from the Theater Manager.
- 14. Non-profit Status.** Non-profit Renters must submit a copy of a valid 501(c)(3) license establishing their non-profit status in order to be eligible to receive non-profit rates.
- 15. Copyrights and Permissions.** The Renter must obtain all necessary copyrights and permissions for the performance. A copy of the licensing agreement must be provided to the Theater Manager at least one month before the event. The Renter agrees to indemnify the City of Bandon for any copyright or intellectual property violations.

ASCAP & BMI. A royalty fee will be charged unless the Renter provides proof of appropriate music licensing.
- 17. Insurance.** The Renter shall be responsible for submitting a valid certificate of insurance to the City for all events and third-party vendors. Coverage must include comprehensive liability and property damage, with the City listed as "Additional Insured." Coverage must be at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 19. Cancellation.** Renters must provide the City with written notice of cancellation at least 90 days prior to the scheduled event to be eligible for a full refund of the deposit. Cancellations made within ninety (90) days of the event will result in

forfeiture of all deposits. The Renter remains liable for any outstanding balances. If the event is canceled by the City or Theater Manager for any reason, the Renter will not be charged any fees and will receive a full refund.

20. **Parking.** Event parking is available on a first-come, first-served basis. No parking permits are required. Please note that the parking lot is shared with the Bandon Community Center and other City Park Complex facilities, and parking availability is not guaranteed.
21. **Americans with Disabilities Act (ADA) Access.** The facility is ADA accessible. Designated accessible parking spaces are located directly in front of the Theater building.
22. **Personal Property.** The Sprague Community Theater is not responsible for any lost, stolen, or left-behind items. Any property remaining after the rental period may be disposed of at the discretion of the City, Theater Manager or designee.
23. **Fire Safety.** Smoking and vaping are prohibited inside the facility and within 20 feet of doors and windows. Use of fire, candles, pyrotechnics, or chemicals is not permitted without prior approval. All doors must remain closed. No parking is allowed in the driveway areas on the south or west side of the facility.
24. **Occupancy.** The Theater has seating for 240 patrons, with a total building occupancy limit of 299 people. All patrons must be seated during performances; standing in aisles or staff-only areas is strictly prohibited. Patrons without seats will be required to leave the venue.
25. **Personnel.** Theater staff must be present for all events. If sound or lighting systems are used, at least one qualified sound technician and one lighting technician must be present. Only authorized Theater staff are permitted to operate Theater equipment. If additional technical support is needed, City staff may assist in coordinating services for an additional fee (see Fee Schedule).
26. **Concessions.** The Theater retains exclusive rights to provide concessions during events. All concession services shall be managed by Theater staff.
27. **Performance Schedule.** The Renter must provide a finalized performance schedule at the time this Agreement is executed. Any changes to the schedule must be submitted in writing and approved by the City at least two weeks prior to the event. No performances are permitted outside the approved schedule.
28. **Marketing.** The Renter is responsible for marketing the event unless otherwise agreed to in writing by the City. Up to four 11" x 17" posters may be submitted to the Theater Manager one month prior to the event for promotional purposes. Digital advertisements may also be submitted to the Theater Manager for promotion on the City of Bandon's website and Facebook page.
29. **Sponsorship.** All sponsors and advertisers must be approved by the Theater Manager if they are to be featured on marketing materials, tickets, or any promotions referencing the Sprague Community Theater.
30. **Holidays.** The Theater shall be closed in observance of City recognized holidays.

31. Backstage Protocol:

- A list of backstage personnel must be submitted to the Theater Manager 10 days in advance.
- Backstage personnel and performers must attend a mandatory safety meeting before technology/ dress rehearsals.
- Only authorized Theater staff shall be permitted to handle drops and rigging.
- Headsets must be worn at all times backstage.
- The Renter is responsible for cleaning and restoring the backstage area to its original condition (failure to do so will result in a \$115 janitorial fee).
- Food is permitted only in the back hallway (no food or beverages are allowed in the dressing rooms or loft).
- Only drinks with screw-on lids are permitted within the Theater.

32. Food & Drinks. Food is permitted only in the lobby area. All beverages must have secure lids. Additional restrictions may be imposed at the discretion of the Theater Manager.

33. Merchandise Sales. The Theater does not provide starting cash or credit card equipment for merchandise sales.

34. Alcoholic Beverages. If alcohol is to be served within the Theater, the Renter must provide the Theater Manager with proof of Liquor Liability Insurance and documentation demonstrating compliance with all applicable Oregon Liquor Control Commission (OLCC) rules and regulations. These documents must be submitted at least two weeks in advance of the scheduled event.

Alcoholic beverages are only permitted in the theater lobby and are prohibited inside the Theater house and outside the building.

It is the Renter's sole responsibility to ensure full compliance with all state laws regarding the sale and service of alcoholic beverages. THE RENTER ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATED TO THE SALE OR CONSUMPTION OF ALCOHOL IN CONNECTION WITH THE USE OF THE SPRAGUE COMMUNITY THEATER.

SIGNATURE BELOW CONFIRMS THAT THE RENTER HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT:

Renter:

Signature: _____ Date: _____

Printed Name: _____ Date: _____

Facilities Director:

Signature: _____ Date: _____

FEES PAID:

- Hold Deposit: \$_____

- Security Deposit: \$_____
- Cleaning Fee: \$_____
- Check No.: _____
- Date Paid: _____

Deposit Refund:

- Amount Refunded: \$_____
- Date Refunded: _____