



APPLICATION / USE AGREEMENT ("Agreement") for The Barbara Morrison Performing Arts Center ("The Center") includes the ADDENDUM following the signature page. The Center / Lessor is located at 4305 Degnan Avenue, Unit 101, Los Angeles, 90008.

TODAY'S DATE: _____

REQUESTED DATE FOR RENTAL: _____

APPLICANT / LESSEE NAME: _____

PART ONE - To be completed by the Applicant: *Contact information:*

Address: _____
Phone: _____
Email: _____
Facebook: _____
Instagram: _____
Twitter: _____
LinkedIn: _____

In consideration of the mutual promises, covenants, and conditions stated herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Center Usage:** The Center will consider granting to the Applicant the use of the space and services of The Center mentioned below, collectively referred to as the "Facility". **Facility spaces include ONLY:** Stage & Room, unless otherwise specified.

PART TWO - To be completed by the Applicant - Request:

2. **Purpose:** Applicant requests to use the Facilities and/or the Services and/or Equipment for the following purpose(s):

Name of event: _____

Description of event: _____

The Center reserves the right to require security, depending on the type of event.

Date(s) requested: 1st choice _____ 2nd choice _____

Multiple days? Y _____ N _____

Set up time: _____

Strike time: _____

Showtime start : _____ Showtime end: _____

Rental Cost / Needs : (check Y or N)

If you require sound, i.e. speakers, mics, projection, you must pay for the sound tech.

This does not include production sound Q2Q for the event.

If you have a slide show, DJ, film, sound cues:

You must provide your own laptop with HDMI hook up (we have the cord).

We will run the sound through our system, and your personnel will run the cues.

Y___ N___	\$75	per hour for set up & strike
Y___ N___	\$150	per hour / 2 hour minimum for the show / event
Y___ N___	\$75	per ½ hour for overtime / hours over the contracted amount
Y___ N___	\$150	deposit to confirm the date requested
Y___ N___	\$75	per hour for sound tech / engineer , / 2 hour minimum
Y___ N___	\$350	Stream the show live
Y___ N___	\$550	Video record the show , edit, mix, deliver on thumb drive

PART THREE - To be completed by the Applicant:

3. **Equipment rental:**

Piano **\$25**. Drums **\$25**. Amps **\$25**. Mics **\$15**. TV 60"screen **\$75**. Projector & 150" screen **\$100**.

\$9.00 per Cocktail tables (12) How many? _____

\$2.00 per Cocktail table covers (black) How many? _____

\$2.00 per Chair covers (black) How many? _____

\$10.00 per 6' tables (7 max, no tablecloths) How many? _____

PART FOUR - To be completed by the Applicant:

4. **Additional Services:**

Photographer: Yes: _____ No: _____ (2-hour minimum)

Set design/build Yes: _____ No: _____ (Cost depends on build)

Catering: ***We do not provide catering; we do not have a kitchen. Client may bring food into the Center. TBMPAC provides the bar and retains all proceeds.***

5. **Merchandise:** Yes: _____ No: _____ Approval is required...

Please list the type: i.e., t-shirts, CDs, etc. _____

DEPOSIT POLICY TO HOLD / BOOK A DATE:**\$150 deposit must be received in order to confirm the requested date.**

\$ BALANCE DUE must be paid before the event, no later than the day of prior to the event start.

ITEMIZED COST (TO BE COMPLETED BY CENTER STAFF)

Rehearsal:	\$ _____
Load in / set up	\$ _____
Event:	\$ _____
Strike / break down	\$ _____
Equipment:	\$ _____
Audio:	\$ _____
Streaming:	\$ _____
Video recording:	\$ _____
Photographer:	\$ _____
Set build / design	\$ _____

TOTAL USAGE FEE: \$ _____

Due at booking: \$150.00

Due day before event: \$ _____

AMOUNT PAID AT SIGNING: \$ _____**BALANCE DUE:** \$ _____ no later than event start time.**IN WITNESS WHEREOF**, the parties to this agreement have affixed the signatures as follows:**LESSOR:** The Barbara Morrison Performing Arts Center**LESSEE:**

BY: _____

BY: _____

Signature

Signature

Print Name_____
Print Name

Date: _____

Date: _____

NOTE: This contract is not valid without receipt of deposit, proof of insurance and signatures of Lessor and Lessee. If a movie is being shown, the Lessor will also require proof that all appropriate licensing and rights to show the movie have been obtained by Lessee.

ADDENDUM to the Agreement for The Barbara Morrison Performing Arts Center application / agreement.

1. **PUBLICITY/ADVERTISEMENTS/PROMOTIONS/PROGRAMS:** Prior to printing or publishing any publicity materials, Applicant must submit to The Center for approval any and all print, broadcast, web-based, or otherwise formatted advertisements, promotional materials or program materials intended for use by the Applicant to promote their event. The following disclaimer must be clearly displayed or stated on all print, broadcast, web-based, or otherwise formatted advertising, promotional and program material: **"This program is not a production of The Barbara Morrison Performing Arts Center"** without express permission in writing prior to public dissemination. Failure to comply will result in a breach of contract and may result in cancellation of contract or future rental refusal.
2. **SMOKING POLICY:** The Center is a **NON-SMOKING building**. **Applicant** shall not permit the use of ANY smoking products on the premises.
3. **LIABILITY OF LESSEE:** Applicant shall assume all liability for any injury to persons or damage to property that may arise from any accident that occurs on or about the **FACILITIES** as a result of the use 1
4. **SEATING CAPACITY:** In no event shall the seating or occupancy capacity of the **FACILITIES** be exceeded by the agreed number.
5. **OBSTRUCTIONS:** The use and/or occupancy of the **FACILITIES** by Applicant under the Agreement shall at no time obstruct access to or exit from The Center or any portion thereof.
6. **FLAMMABLE MATERIALS:** Applicant will not do, nor permit to be done, anything in or upon any portion of the **FACILITIES** or bring or keep anything therein or thereon which will in any way conflict with the then existing fire code.
7. **ADDITIONAL PERSONNEL:** Except as specified, The Center will provide no additional personnel to the **Applicant**. Hiring, training, and supervision of crew and/or stagehands or other support personnel is the sole responsibility of the Applicant. Applicant shall provide an adequate number of these personnel required for the **Lessee's** intended purpose. Such personnel should be neat in appearance and orderly and polite in their speech and conduct. **Lessee** shall replace or dismiss any of such persons who do not meet with the approval of The Center immediately upon a request from The Center.
8. **RESTITUTION:** **Lessee** shall take no action that would in any manner deface or destroy the **FACILITIES** and/or **EQUIPMENT**, or any part thereof, and **Lessee** agrees to make full restitution or payment for any such damages which may occur during the use and occupancy of the **FACILITIES** by the **Lessee**. **Lessee** assumes full responsibility for any damage done to the **FACILITIES**, or to the **EQUIPMENT** therein, which may occur during the use and occupancy of the **FACILITIES** by **Lessee**.
9. **OBJECTIONABLE PERSONS:** The Center reserves the right to remove from the **FACILITIES** any person whom The Center, at its sole discretion, deems objectionable. Neither The Center nor any of its officers, agents, or employees shall be liable to **Lessee** for any damages that **Lessee** may sustain through the exercise of this right.
10. **CONCESSIONS:** The Center reserves the right to operate concessions for the event unless otherwise agreed to in advance between The Center and the **Lessee**. **Lessee** will have no claim to proceeds nor part in expenses of operating said concession.
11. **INSPECTION:** **Lessor** reserves the right to enter any parts of the **FACILITIES** at times to examine same to ensure compliance by **Lessee** with the terms of this Agreement.
12. **SIGNAGE/DECORATION:** **Lessee** shall not in any way alter the **FACILITIES** without the prior consent of The Center.
13. **COMPLIANCE WITH LAWS:** **Lessee** shall comply with all laws of the United States and of the State of California, all ordinances of the Los Angeles and all rules established by The Center. **Lessee** shall not allow anything to be done in the **FACILITIES** in violation of any such laws, ordinances, rules, or regulations. The Center shall satisfy itself that every aspect of any performance, exhibition, or

other form of entertainment which shall be part of the use and/or occupancy of the **FACILITIES** will not violate any applicable law, ordinance, rule or regulations.

14. **FORCE MAJEURE:** The contracted event under this agreement is subject to cancellation due to acts of God, war, government regulation, natural disaster, strike, civil disorder or any other emergency beyond The Center's control.

15. **NO LIABILITY:** The Center assumes no responsibility for losses suffered by **Lessee**, its agents, employees, or invitees, on or about the **FACILITIES**. **Lessee** agrees that The Center shall not be liable for any or all of the liabilities that **Lessee** shall incur during **Lessee's** use and/or occupancy of the **FACILITIES**.

16. **LIABILITY INSURANCE:** In connection with **Lessee's** use and/or occupancy of the **FACILITIES**, **Lessee** shall maintain insurance, in full force and effect, during **Lessee's** use and/or occupancy of the **FACILITIES** herein described. Based upon an occurrence form through an admitted carrier in the State of California in the amounts set forth below, covering bodily injury and property damage liability, including, but not limited to, premises and operations, product and completed operations, contractual, broad form property damage, independent contractors, and personal injury coverages. **Lessee** shall furnish The Center before **Lessee's** use and occupancy of the **FACILITIES** with a certificate of insurance naming The Center, its officer, employees, and agents as additional insured; also providing that the insurance evidenced thereby will not be canceled before the expiration of this agreement or until The Center shall have received written notice of such termination. Said insurance shall provide not less than \$1,000,000.00 for injuries or deaths or property damage in one accident and \$1,000,000.00 aggregate during the policy year.