

Community Council on the Performing Arts
PO Box 754, Nevada MO 64772

Fox Playhouse
RENTAL USE AGREEMENT

This **AGREEMENT** entered into the _____ day of _____ 20__ by and between the Community Council on the Performing Arts, Inc. ("CCPA"), and the individual or organization identified in Section II below, whether one or more, ("Lessee").

WHEREAS, CCPA owns and operates a playhouse in Nevada, Missouri, available under contract to third parties for rent and/or use (the "Fox Playhouse"); and

WHEREAS, Lessee desires to rent the Fox Playhouse for the purposes and on the date(s) and time(s) pursuant to the terms and conditions set forth below.

NOW THEREFORE, in return for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows.

1. **Event Specifications** for Lessee's Use of Fox Playhouse:

- a. Date(s) requested _____
- b. Hours: From: _____ To: _____
Doors open to public: _____ Time event begins: _____
- c. Nature of event: _____
- d. Anticipated number of participants on stage during event: _____
- e. Ticket price (if applicable) \$ _____

11. **Lessee Contact Information:**

- a. Name of Organization/person: _____
Responsible party: _____
Contact person: _____
- b. Address: _____

- c. E-mail address: _____
- d. Org. Type: For profit ____ Not for profit ____ Tax Exempt# _____
- e. Telephone number: _____

III. Deposit/Rental Amount: (Refer to Schedule of Rental Fees attached hereto as Exhibit A and incorporated herein as fully set forth; includes technician fee)

- a. Rental Fee \$ _____ Date Due: _____
- b. Deposit Fee \$ _____ Date Paid: _____
- c. Additional Fees \$ _____ Purpose: _____
- d. Total Due \$ _____
- e. Certificate of Insurance Required? Y N Copy provided? Y N

Name of Insurer: _____

IV. Special Needs of Lessee or other Special Provisions:

V. Terms of Rental:

The Lessee agrees to make payment of the rental and/or deposit fees set forth above and further agrees to the following terms and conditions in connection with Lessee's rental/use of the Fox Playhouse on the date(s) specified above:

- (1) Lessee agrees that the Fox Playhouse concession stand will be operated by CCPA personnel/volunteers and any revenues realized there from inure solely to the benefit of the CCPA unless otherwise expressly specified herein;
- (2) Without the prior written consent of the CCPA, Lessee will not operate its own concession stand;
- (3) Lessee agrees that all required deposits, rents, and/or certificates of insurance (which Insurance shall be paid for by Lessee and be in a form with coverage amounts and

terms acceptable to CCPA) will be paid and/or furnished to the CCPA no later than ten (10) days prior to the opening date of the scheduled event as set forth in Section I. Failure to provide the required deposits, rents, and/or certificates of insurance, or any other documents or fees as required by the CCPA within the time specified herein, may be grounds for canceling the use of the facility and forfeiture of the reservation deposit;

- (4) In the event Lessee cancels the reservation less than ten (10) days prior to the opening of the scheduled event, regardless of the reasons for such cancellation, the reservation deposit or any portion thereof may be forfeited and retained by CCPA at the sole discretion of the CCPA;
- (5) Lessee agrees that should Lessee desire to use CCPA equipment in connection with Lessee's presentation, the CCPA may require advance and may charge additional fees requiring prepayment;
- (6) Lessee understands and agrees that the security deposit may be refunded provided the Fox Playhouse property remains in the same condition as found prior to Lessee's event and without damage caused by participants or audience. Additionally, the following must be completed prior to CCPA refunding any part of the security deposit:
 - (a) All trash, decorations, recyclable items, and other artifacts of Lessee's event are to be removed from the Fox Playhouse premises by the end of Lessee's rental period as set forth herein, and
 - (b) Restrooms, theatre floor, lobby areas and other areas of the Fox Playhouse used by Lessee are to be left clean.
 - (c) Any borrowed items must be returned to CCPA within five (5) days after the end of the rental period.
- (7) Lessee understands and agrees that any type of tobacco, alcohol, or any type of drugs will not be used in or about the Fox Playhouse facility or premises. However, tobacco may be used as an integral part of a theatrical performance with prior written consent of the CCPA;
- (8) Lessee agrees that members of the board of the CCPA, identified as such, are permitted to enter the Fox Playhouse premises and attend the event without charge;
- (9) Lessee agrees to accept full responsibility for any damage caused to the CCPA's Fox Playhouse facility or premises during the course of Lessee's use or occupancy of the Fox Playhouse, when such damage is caused by Lessee, its guest, invitees, licensees or others entering upon the premises of the Fox Playhouse during the period of time covered by this Agreement. Lessee agrees, by virtue of Lessee's signature below, to authorize the CCPA to make immediate repairs to the premises and to bill Lessee for the cost of those repairs, and payment for those repairs will be promptly remitted by Lessee to CCPA within ten (10) days of mailing such bill;
- (10) Notwithstanding any other provision contained herein to the contrary, Lessee agrees to indemnify and hold harmless the CCPA, its members, board of directors, employees, agents and volunteers from any and all liability, demand, claim, injury,

loss, damage or expense (including reasonable attorney's fees) which is occasioned by or arises out of Lessee's rental and or use of the Fox Playhouse;

- (11) No illegal and/or immoral activity will take place in or near the property during Lessee's rental or use of the Fox Playhouse;
- (12) Lessee's rights under this Agreement shall not be assigned and the premises will not be sublet, and Lessee shall not let others use or occupy the Fox Playhouse, without first receiving the written consent of CCPA;
- (13) Lessee will not use the Fox Playhouse other than for the event specified above, and Lessee shall limit the use of the Fox Playhouse to that event;
- (14) Lessee's use of the Fox Playhouse shall be in accordance with all applicable safety codes and all other ordinances, statutes, rules and regulations of the State of Missouri, Vernon County, Missouri and the City of Nevada, Missouri;
- (15) All advertising to be done on the premises or signs placed on the premises in connection with the event will only be done with the prior consent of CCPA, which consent will not be unreasonably withheld. Without the prior consent of the CCPA Lessee shall not use the CCPA name in connection with the promotion of the event;
- (16) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri;
- (17) This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. Any modification or additional obligation assumed by either party in connection with this Agreement shall be binding only if indicated in writing and signed by each party;
- (18) This Agreement shall be binding upon the parties hereto and their successors or assigns.

VI. CCPA Covenants.

Subject to the terms and conditions set forth above, CCPA does hereby agree to allow Lessee the use of the Fox Playhouse on the date(s) and time(s) set forth above in return for the payments specified in Section III of the Agreement.

By signing below, Lessee acknowledges that Lessee has carefully read and fully understands all provisions and conditions of the Rental Agreement and the Lessee agrees to abide by all conditions and provisions set forth herein.

Lessee Representative

Title: _____

CCPA Representative

Title: _____

EXHIBIT A

Schedule of Rental Fees Community Council on the Performing Arts (CCPA)

The amount of time designated for use of the Fox Playhouse includes the full time that heating or cooling is being provided for the rented Event, Lessee is using the facility for any reason, and/or CCPA technicians or other personnel must be present to assist Lessee in preparing for the event. If Lessee rents the facility for more than one uninterrupted period of time, the rental fee, technicians' fees, and security deposit will be multiplied by the number of times the Fox must be opened, or for the days used.

For use under two hours (nonprofit & for profit agency): \$75 rental plus \$75 refundable security deposit.
If additional tech work is required to operate any media, additional fee may be required.

For use two – four hours (nonprofit agency): \$125 rental plus \$ 150 refundable security deposit.
If additional tech work is required to operate any media, additional fee may be required.

For use two – four hours (for profit agency): \$225 rental plus \$ 150 refundable security deposit.
If additional tech work is required operate any media, additional fee may be required.

All day use (nonprofit agency): \$250 rental plus \$150 refundable security deposit.
If additional tech work is required to operate any media, additional fee may be required.

All day use (for profit agency): \$450 rental plus \$150 refundable security deposit.
If additional tech work is required to operate any media, additional fee may be required.

Rehearsal fee two – four hours (nonprofit agency): \$50 rental plus \$150 refundable security deposit.
If additional tech work is required to operate any media, additional fee may be required.
Fees will be assessed for each 2 – 4-hour segment the Fox is required for rehearsal.

Rehearsal fee two - four hours (for profit agency): \$100 rental plus \$150 refundable security deposit.
If additional tech work is required to operate any media, additional fee may be required.
Fees will be assessed for each 2 – 4-hour segment the Fox is required for rehearsal.

*If a lessee is allowed the use of the Fox Playhouse without charge, the lessee shall remain bound by the contractual agreements within contract