

RENTAL CONTRACT
Rice Theatre/Annex - Revised December, 2002

This agreement made on this the _____ day of _____, 20____, between the City of Crowley, hereinafter called "Lessor", a municipal corporation, domiciled at Post Office Box 1463, Crowley, Louisiana; and _____ hereinafter called "Lessee".

I. LEASED PREMISES:

A. Lessor hereby grants unto Lessee use of the facilities as described below for the price and sums hereinafter fixed herein, on the following terms and conditions, to-wit:

- (a) Rice Theatre [] \$ _____
- (b) Annex [] \$ _____ * Paid Separately
- (c) Damage Deposit (1/2 Total Rental Fee) [] \$ _____ *

B. Lessee does hereby agree to pay the following rental charges and damage deposit:

\$ _____ Total Rental Fees + \$ _____ Total Damage Deposit = \$ _____

II. TERM OF EVENT:

A. The leased space shall be occupied and used by the Lessee solely for the following purposes and times.

B. The Lease period: Date: _____ day of _____, 20____.

Time begin: _____ o'clock ____ M.

Time end: _____ o'clock ____ M.

C. The leased space shall be used for a performance/event of _____.

D. Rehearsal times, move in times and set up days are scheduled as follows:

Date: _____ day of _____, 20 ____

_____ day of _____, 20 ____

_____ day of _____, 20 ____

III. CANCELLATION:

A. All rental fees shall be paid in full three days prior to the date of the event.

B. All fees are non-refundable unless cancellation is made two weeks (14 days) prior to the date of the event. Lessee agrees that Lessor shall have the right to retain in full, full rental fees called for by this agreement as liquidated damages and reimbursable expenses for cancellation within two weeks (14 days) of the event.

IV. INDEMNITY:

A. Lessee agrees to indemnify and hold harmless Lessor against any and all claims, causes of actions, demands, suits, judgements, awards for personal injury, bodily injury, death, property damage, and losses arising in connection with or resulting from Lessee's operations hereunder which may be brought by Lessee's employees, agents, patrons, licenses, subcontractors and any and all third party parties which arises out of, result from or in any way connected with Lessee's operations on or use of the premises herein or Lessee's acts, activities or presence on the leased premises of Lessor except for vices or defects of the premises which shall remain the responsibility of Lessor.

V. INSURANCE:

A. Lessee shall provide proof of insurance for general liability and worker's compensation insurance or homeowner's insurance by delivery of certificates of insurance reflecting the coverage, amounts of coverage and types of insurance required for the event from the agent, together with a statement showing the policy is in effect.

VI. SECURITY:

A. Lessee shall provide security for all events and crowd control in the form of uniformed off duty officers or auxiliary officers of The City of Crowley as provided for through the Police Department for at least one (1) officer for each building and in the discretion of the Police Chief, if additional officers are required, all security shall be paid for at the expense of the Lessee.

VII. ASSIGNMENT:

- A. Lessee may not assign any rights under this agreement nor delegate any duties hereunder, transfer or otherwise encumber any interest in this agreement without the expressed written consent of Lessor.
- B. Lessee agrees not to use the subject premises for any purposes other than the event scheduled and in no case shall any event or use violate any laws, ordinances or regulations adopted by federal, state or local governments and agencies, and all facility rules and regulations as provided for by Lessor.
- C. Lessee agrees to promptly pay all taxes, license fees and take out all license or permits required for the use of the premises by federal, state or local laws or ordinances and agrees to provide evidence of same when called upon by lessor.

VIII. TICKETS:

- A. Lessee shall provide tickets for events in the Rice Theatre, which has a seating capacity of 548 tickets, which shall be issued with reserved seating designation. All seats shall be sold or distributed as reserved seats.
- B. Lessee shall be responsible for collection of all funds in connection with the event.

IX. ALCOHOLIC BEVERAGES, SMOKING, FIRE & SAFETY:

- A. No alcoholic beverages shall be sold in the Rice Theatre or the annex.
- B. Lessee agrees that there shall be no smoking in the buildings by Lessee or its patrons and Lessee agrees to enforce no smoking ordinance of the City of Crowley.
- C. Activities in the Rice Theatre and/or the Annex where alcoholic beverages are to be consumed for receptions or other functions may be permitted upon application for written consent to the Mayor of the City of Crowley, which application and permit shall be provided in writing.
- D. Lessee shall not, use any dangerous equipment, machinery, bottle and flammable gases or explosive substances without the advanced written consent of Lessor.
- E. Lessee agrees to comply with all fire and safety regulations set forth by the fire marshal.

X. SURRENDER OF PREMISES:

- A. Lessee agrees to surrender the leased premises and return same in the condition received, reasonable wear and tear expected, upon the expiration of the period for move out or earlier.
- B. Lessor shall have the right to collect and retain custody of any and all articles, equipment, property or property disposal which are left in the building by Lessee, its patrons or persons. Lessee agrees to indemnify and hold harmless Lessor for any loss or liability on account of any articles, equipment or material left on the premises.
- C. Lessor retains the right to use and/or lease such portions of the facilities as may not be covered by this agreement.

LESSOR:

LESSEE:

City of Crowley Representative

Receipt # _____

Amount Paid _____

Date Paid _____

Clerk accepting payment _____

MARQUEE PREFERENCE: 17 letters per line (including spaces) & 3 lines per side

North side:

South side:

DISPLAY WINDOWS ARE LOCATED ON THE FRONT OF THE BUILDING:

PLEASE BRING ANY POSTERS TO JULIE ROMERO AT CITY HALL 2 WEEKS PRIOR TO THE EVENT FOR DISPLAY.

**GENERAL RULES AND REGULATIONS
FOR USE OF THE RICE THEATRE AND ANNEX**

I. HOURS OF OPERATION OF THE BUILDING:

- A. The rental of the Rice Theatre is based on a 24-hour period. The basic rental rate includes normal heat and/or air conditioning, normal lighting and utility services, and normal janitorial services. Rates do not include additional services or special requests, which are chargeable to the building user.
- B. The rental of the Rice Theatre Annex is based on a 24-hour period.

II. RENTAL FEES & DEPOSIT:

- A. The Rice Theatre's basic rental fee shall be \$200.00 for the day of the event. If additional time is needed before the event for set up or decorating, etc. the cost is \$25.00 per day. If an organization using the facility for its own use qualifies as a non-profit organization, a rental fee of \$150.00 for the day of the event shall apply. The basic rental fee includes tear down time for the event. All items must be removed from the theatre by 12:00 noon the next working day after the event to avoid additional charges.
- B. The Rice Theatre Annex shall be available for use in conjunction with the rental of the Rice Theatre for an additional charge of \$25.00.
- C. The Rice Theatre Annex only shall be available for a rental fee of \$150.00 for the day of the event. If additional time is needed before the event for set up or decorating, etc. the cost is \$25.00 per day. The basic rental fee includes tear down time for the event. All items must be removed from the theatre by 12:00 noon the next working day after the event to avoid additional charges.
- D. A deposit for use of the Rice Theatre and the Annex shall be required of any organization or individual in an amount equal to ½ the total rental fee, which deposit shall be due and payable on execution of the lease (prior to the rental date) with a balance due three (3) days prior to the event. Refunds of deposits/rental fees are only allowed if the event is cancelled 2 weeks prior to the date of the event.
- E. Rentals in the Annex shall include: kitchen, table and chairs
Rentals in the Rice Theatre shall include: public address system which shall be connected by the City approved sound technician which shall be an additional cost and paid for by the Lessee.
- F. The Rice Theatre is equipped with a single phase 200 amp utility system. Any additional lighting or equipment requiring additional voltage (amps) must be specifically requested. The Rice Theatre is equipped with a three phase 400 amp electrical box to accommodate additional electrical equipment. Any and all electrical connections to said box must be made by City designated electricians at the cost of the Lessee. All electrical equipment shall be inspected and approved for use by the City Inspector and/or the City designated electrician prior to being connected to the Rice Theatre's electrical system. The cost of inspection shall also be paid for by Lessee.

III. BUILDING OPERATIONS:

- A. Opening and closing of the building, the operation of the air conditioning and heating system, sound system, normal lighting system and normal equipment shall be operated by City of Crowley employees.
- B. Lessee shall not use any equipment, make any alterations or attachments to the walls, woodwork, brick, curtains, floor or building which shall cause any damages.
- C. Lessee shall be responsible for any and all damages caused by its operations.

IV. ALCOHOLIC BEVERAGES & SMOKING:

- A. There shall be no smoking permitted in the buildings by Lessee. Lessee agrees to enforce a no smoking rule.
- B. No alcoholic beverages shall be sold in the Rice Theatre or the Annex. Activities in the Annex may serve alcoholic beverages for personal consumption within the Annex only.
- C. Sale of alcoholic beverages is expressly forbidden.

V. RESERVE SEATING:

- A. Lessee will utilize reserve seat designation and all seats shall be sold or distributed as reserved seats.

VI. SECURITY:

- A. Lessee must provide its own security and utilize uniformed off duty City of Crowley officers provided through the office of the Chief of Police. A minimum of one officer is required. If additional officers are required in the discretion of the Chief of Police, Lessee must pay for same.
- B. Lessee agrees to meet all federal, state or local laws and ordinances and regulations and all fire codes of the State and City of Crowley.
- C. All non-profit organizations desiring to utilize a non-profit status shall provide evidence thereof with their application.
- D. All non-profit organizations sponsoring outside entertainment may receive a non-profit discount only if the event is sponsored by the non-profit organization under its control and under a specified fee arrangement with the program or performance and all ticket sales and collection of funds shall be handled by the non-profit and not the promoter.