

Baldwin Fine Arts Center

Rental Contract

155 Hwy 49 West
Milledgeville, Georgia 31061
Phone: (478) 453-4176
E-Mail: craburn@baldwin.k12.ga.us

This agreement is dated _____, 20__ and is between the Baldwin County School District, a political subdivision of the State of Georgia, acting by and through the Baldwin County Board of Education (the "Lessor") and _____ (the "Lessee").

[Legal entity leasing the Center]

Event: _____

Lessor agrees to rent the Baldwin Fine Arts Center to the Lessee according to the following terms and conditions:

The Baldwin Fine Arts Center (the "Center") will be furnished, heated, lighted, cleaned and in good order with all permanent equipment and dressing rooms. Backstage technicians, ushers, ticket sellers or other necessary special services or equipment for the performance will also be provided by The Center management but paid for by the Lessee. Outside technical personnel must be approved by The Center.

The Center reserves the right to make announcements pre-show and during intermission and distribute information which would relate to future attractions. The Center is also entitled to make such announcements as it may deem necessary at any time in the interest of public safety.

The stage of The Center will be made available for set-up on

Rehearsal: _____

Event: _____

This agreement does not limit or restrict the Lessor's right to control and manage The Center and enforce all reasonable rules for the management thereof. Lessor specifically reserves the right to operate and control all aspects of sound/audio, video and lights. Lessor may further use, during the period covered by this agreement, any portions of the licensed premises for any purpose whatsoever, provided that such uses shall not interfere with the use herein contemplated by the Lessee.

Lessor reserves the right to terminate this agreement without cause whenever in its judgment a performance contemplated herein is objectionable or contrary to the public interest, or estimated expenses are not paid as scheduled, or in the event of default of any term or condition herein by the Lessee.

Lessor will exercise reasonable care to safeguard property of Lessee while in The Center, but shall not be liable for any loss or damage of the personal property of the Lessee, its officers, agent, employees, representatives, volunteers or guests.

Lessee agrees that it will assume the following responsibilities:

1. Lessee agrees to pay rent and all presentation expenses as defined herein.
2. Eighty percent of the estimated presentation expenses, including but not limited to rent, backstage technicians, equipment usage and audio visual shall be paid to Lessor at least ten working days before the performance. Upon signing this agreement a deposit of \$200.00 is due. This is forfeited should this date not be used.
3. The balance of the presentation expenses and any additional amounts due over the estimated costs shall be paid within (10) days after receipt of the adjusted expenses statement by Lessee. If remainder of the balance is not paid within 10 days, a penalty of 5% of the total rental expenses will be added.
4. Lessee shall not be excused from the payment of the entire fee provided herein, nor for the payment of the presentation expenses because of its failure, for any reason, to use The Center as contemplated by this agreement.
5. Lessee shall defend and hold the Lessor harmless for any claims or causes of action or expenses in connection therewith arising from Lessee's failure to present as scheduled the events contemplated by this agreement.
6. Lessee shall provide one chaperone per ten children under the age of 18 if children are involved.
7. Lessee shall allow time on move-in day for the entire cast and crew to receive a safety and equipment use and care presentation from the Fine Arts Coordinator of Baldwin County Schools.
8. Lessee shall provide a copy of the contract with the artist(s) to be presented prior to the execution of this agreement.
9. Lessee will conform to The Center policy concerning sale of concessions.
10. Lessee will conform to The Center policy concerning videotaping or filming of a performance.
11. Lessee agrees that Lessor must approve all publicity or promotional materials before any such materials are distributed.
12. Lessee shall provide a complete list of equipment and stage needs at least two (2) weeks in advance of the presentation.

13. Lessee agrees that the load-in, setup, strike and load-out shall be at the times specified. In the absence of such a specification, all strikes and load-outs must take place immediately following the event. Should the Lessee fail to perform at the time(s) specified, The Center may remove and store all equipment and property at the Lessee's expense and risk. Lessee is liable for any loss or damage involved in removing and storing such property. All sets, props and miscellaneous items will be removed from the stage and backstage area and all dressing rooms within 48 hours after the last performance. The Center may require earlier clearance if another event is scheduled.

14. Lessee agrees to allow a total of fourteen seats per show to be used by The Center at no charge.

15. Lessee shall use The Center ticket office for ticket sales. No tables may be set up in the lobby for ticket sales.

16. Lessee shall procure and maintain during the entire term of its use or occupancy of The Center, Commercial General Liability with a minimum limit of liability of \$1,000,000 per occurrence, Combined Single Limit, Bodily Injury (including personal injury) and Broad Form Property Damage Liability, naming the Lessor as an Additional Insured to such liability insurance policy. Lessee will also procure and maintain Workers Compensation insurance to State of Georgia statutory limits and Employer's Liability insurance with a minimum limit of liability of \$100,000 per accident for any and all employees. Certificates of Insurance evidencing the above described insurance coverage must be provided to The Center with the return of this contract.

17. Lessee shall maintain strict compliance with all United States copyright laws and shall furnish evidence of any required licensing agreements with ASCAP and/or BMI and any other licensing organization(s) at least ten (10) working days prior to the event.

18. INDEMNIFICATION. Lessee agrees to hold harmless and indemnify the Baldwin County School District, the Baldwin County Board of Education, and all of their agents, employees and servants from and against any and all claims for loss or damage to property or injury or death to persons arising from, connected with or occasioned by Lessee's use of The Center regardless of whether or not such claims may have arisen, in whole or in part, from the negligence of the District, the Board, or their agents, servants and employees, such indemnity to specifically include the all costs of defense, including attorney's fees.

19. Lessee will not assign this agreement or any rights hereunder to any other person, firm or corporation without the prior written consent of the Lessor.

20. Lessee acknowledges that if any provision of this agreement or its application to any person or in any circumstances shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provision of this agreement.

- 21. Lessee agrees to be responsible for the payment of State and Local taxes that may be levied against the entertainment or activity being presented.
- 22. Lessee agrees to ensure that performers and organizational staff will be the only users of the stage and stage wings before, during and after a performance
- 23. Lessee agrees to use The Center for the sole purpose specified herein, and for no other purpose and in accordance with all laws, ordinances, rules and regulations of appropriate governmental agencies having jurisdiction.
- 24. Lessee will take all necessary steps to insure compliance with the Lessor's policy of prohibiting the use of alcohol, drugs or tobacco products in the Center.
- 25. Official notice required under any provision hereof shall be in writing and mailed or delivered to the parties at:

Lessor: Baldwin County School District
 ATTN: Superintendent of Schools
 110 North ABC Street
 Milledgeville, GA 310561

Lessee: _____

Other responsible individual: _____

26. This agreement constitutes the entire agreement between parties, cannot be changed orally, and is interpreted in accordance with the laws of the State of Georgia.

Total fee is detailed on the attached Rental Offer.

Execution of this agreement means Lessee has read and will comply with the terms and guidelines established for use of The Center which are attached hereto and incorporated herein.

This agreement shall be binding only if executed by Lessee and returned to The Center by _____(date). Should the contract not be executed and returned by such date, Lessor reserves the right to withdraw its offer to rent the Center to Lessee.

After signing this agreement, please post the information on your website.

COMPLETE ITEMS:

Did you enclose Certificate of Insurance? Yes No

Did you enclose any required licensing agreements with ASCAP, BMI, etc. Yes No

I have read and understand the technical guidelines. Yes No

This contract will be considered incomplete if the above are not answered.

The parties have signed this agreement as of the date set forth in the introductory paragraph.

[LESSEE]

By: _____
Name:
Title:

BALDWIN COUNTY SCHOOL DISTRICT

By: _____
Name:
Title:

Federal I.D. or Social Security No. of Lessee : _____

Deposit \$ _____ Check # _____

Please sign and return one copy. Keep one copy for your files. Thank You!
Revised 12/13/2011

Center Rental Agreement Disclaimer:

1. Rates are subject to change without notice.
2. Space is subject to availability.

Facility Fees	Commercial	Non-profit *
Performance Rental Fees	\$500	\$250
Rehearsal Rental Fee (Up to 4 hours)	\$80	\$50
(each additional hour)	\$20	\$10
Miscellaneous Fees Item	Cost	Cost
Sound/Lighting Technician	\$35/hr.	\$35/hr
Custodial	\$20/hr	\$20/hr
Grand Piano Rental-without tuning	\$80	\$40
Building Administrator	\$35/hr.	\$35/hr.
Security	\$25/hr.	\$25/hr.

**A non-profit organization exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Any money earned must be retained by the organization, and used for its own expenses, operations, and programs.*

Center Theatre Rental Offer

Facility Fees: _____ days @ \$_____ per day
 Rehearsal Fees: _____ days @ \$_____ per day
 Miscellaneous Fees:
 Building Administrator _____ hours @ \$35 per hour
 Custodial _____ hours @ \$20 per hour
 Sound and Lighting Tech Person _____ hours @ \$35 per hour
 Other _____ hours @ _____ per hour

This is the best estimate for direct expenses based upon the information provided. Any changes in time, personnel, or equipment will cause a change in charges.

Estimated Total \$_____

Signature of Lessee _____

Fine Arts Director's Signature _____ Date: _____

Principal's Signature _____ Date: _____

Superintendent's Signature _____ Date: _____

Date of Board approval _____