

H.J. Ricks Centre for the Arts

Operated by Hancock County Visitors Bureau

FACILITY USE AND RENTAL AGREEMENT

This Facility and Rental Agreement ("Agreement") is entered into by and between Hancock County Visitors Bureau, an Indiana non-profit corporation, doing business as H.J. Ricks Centre for the Arts ("Theater") and the Renting Organization ("Renter").

A. EVENT INFORMATION

Renting Organization: _____

Contact Name: _____ Phone #: _____

Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Are you a non-profit corporation? **YES/NO** *If yes, please provide non-profit #: _____

***Non-profit rates can only be applied to renting organizations that provide their non-profit status. Theater has the right to ask for non-profit certification.**

Event Type (circle): **Concert/Play/Movie/Business Conference/Dance/Other**

If 'Other' Event, please describe: _____

Exact Name of Event/Performance: _____

Event/Performance Date(s): _____

Event Start Time: _____ Event End Time: _____ Doors Open Time: _____

All events/performance must have facility vacated by - Fridays and Saturdays: 11:00pm; Sundays - Thursdays: 10:00pm

***A fee of \$50.00 for each half-hour past deadline will be charged for each occurrence **Initial Here: _____**

For purposes of this Agreement, an "Event/Performance" is any day on which a public performance or program is presented. All contracted Event/Performance and setup/rehearsal days are considered part of a single rental period.

For multiple-day rentals:

Move-in Date: _____ Time: _____ Move-out: Date: _____ Time: _____

Rehearsal Dates: _____ Rehearsal Times: _____

All rehearsals dates must have facility vacated by - Fridays and Saturdays: 11:00pm; Sundays - Thursdays: 10:00pm

***A fee of \$50.00 for each half-hour past deadline will be charged for each occurrence **Initial Here: _____**

Movie event rental:

Title of movie: _____ Rating: _____

Theater reserves the right to refuse rental for inappropriate, offensive movie requests. Theater reserves the right to request proof of movie rights agreement purchased for the event.

B. RENTAL FEES AND PAYMENT TERMS

Rental Fees shall be as outlined in the current Pricing Schedule attached as Exhibit A. Payment terms are governed by this Agreement.

a. Deposit

A non-refundable deposit equal to fifty percent (50%) of the total rental fee is required to secure the date. Dates are not confirmed until the deposit is received.

b. Balance

The remaining balance is due no later than seven (7) calendar days prior to the first contracted rental date. Failure to pay the balance by the due date may result in cancellation and forfeiture of the deposit.

c. Security Deposit

A refundable damage deposit of \$150 is required and shall be returned within ten (10) business days following the event, less any charges for damage, excessive cleaning, overtime, or violations of this Agreement.

d. Collection of Unpaid Amounts

Renter agrees to pay any unpaid balances due under this Agreement. In the event the Theater is required to enforce this Agreement or pursue collection of unpaid amounts, Renter shall be responsible for reasonable costs of collection, including attorney fees and court costs.

C. CANCELLATION POLICY

- a. Deposits are non-refundable but may be applied to a rescheduled date within 12 months, subject to availability.
- b. Cancellation by Renter:
 1. 30+ days: deposit is retained, no additional charges.
 2. 0-29 days prior to the first contracted date of the rental period: Renter is responsible for the full rental fee for all contracted Event Days and setup/rehearsal days. If the Theater rebooks any cancelled dates, the Theater may, at its discretion, credit the Renter for amounts recovered.

D. FURNITURE, SIGNAGE, DECORATIONS, STAGING AND INSTALLATIONS

- a. No furniture, pictures or other furnishings that are property of Theater may be removed, relocated without permission of the Executive Director.
- b. No decoration, signs, banners, or other items may be attached to any structure or surface in Theater by taping, command strips, adhesive putty, nailing, pinning, or gluing of any kind. A fee of \$50.00 will be billed to the Renter for each violation of this item.
- c. There is to be no painting on the stage, annex building, lobby, auditorium or parking areas.
- d. Theater does not provide shop material, tool or workspace.
- e. The stage floor may not be modified. Tape on stage floor must be removed immediately following the event.

- f. Stage curtains shall not be draped back and secured with safety pins or anything that punctures curtain fabric.
- g. There is to be nothing hung, adhered to or attached to light trussing. This includes signage/banners, decoration, stage props or fabric.

E. HOUSEKEEPING

- a. All areas of the Theatre must be returned to the state they were found in.
- b. No construction materials, paint or stage props are to be disposed of in Theater dumpster at any time.
- c. Dressing Rooms need to be emptied of all possessions.
- d. Any spills must be wiped up immediately.
- e. Any damage must be reported to theater staff.
- f. If cleaning services above and beyond normal wear and tear such as damages that require having to pay to repair or clean items, as determined by the Executive Director of Theater, are needed, the Renter shall pay for the repair or a minimum charge of \$50.00 per hour for services.

F. SAFETY/SECURITY

- a. In the event of an emergency, the Renter will be responsible to safely assisting patrons and performers in leaving the facility, contacting the appropriate authorities and notifying Executive Director of Theater immediately.
- b. No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever.
- c. No exit door or exit way shall be blocked, locked or bolted when the facility is in use.
- d. The Renter is responsible for any and all temporary cables and wiring being run for the event. These items must be enclosed in appropriate cable covers or otherwise secured in all pedestrian traffic areas both backstage and in the auditorium/lobby.
- e. Executive Director will coordinate with Renter to unlock and lock the theater. No keys will be distributed to Renter at any time.
- f. All activities must comply with fire code, occupancy limits, ADA requirements, and all local, state, and federal laws.
- g. The use of tobacco or electronic smoking devices is strictly prohibited within the theater. This includes, but is not limited to, cigarettes, cigars, smokeless tobacco, and vaping products.
- h. Theater reserves the right to deny any activity deemed unsafe, unlawful, or damaging to the facility.
- i. No individual under the age of 18 years old is to have use of any theater property including ladders and wheelchair lift. No individual under the age of 18 years old is allowed above staging or stage wing area.
- j. Renter is not permitted to use mechanical lift or climb on light trussing at any time.

G. TECHNICAL SERVICES

- a. Rental includes basic sound and lighting as described in Exhibit A.
- b. For advanced sound or lighting:
- c. Theater's AV technician must be used, OR
- d. Outside technician must receive prior written approval from the Executive Director.
- e. Overtime technical support beyond contracted hours will be billed at \$25 per hour.
- f. Events exceeding contracted end times will incur an overtime facility charge of \$25 per hour.
- g. Overtime charges shall be invoiced and payable within ten (10) days of receipt.

H. CONCESSIONS AND ALCOHOL

- a. Theater retains exclusive right to operate concessions during events. **No outside concessions are allowed. Renters will not be allowed access to concession/kitchen area or ticket booth.**
- b. Alcohol service must be pre-approved in writing and comply with all licensing and insurance requirements. Renter assumes all liability related to alcohol service.
- c. Renters are not permitted to allocate booth rental spacing to outside parties.

I. INTERMISSION

For events of significant duration, the Theater strongly encourages inclusion of an intermission to support patron comfort and concession operations

- a. Events exceeding ninety (90) minutes in total runtime are expected to include one (1) intermission of approximately fifteen (15) to twenty (20) minutes
- b. For events where alcohol service is approved, inclusion of an intermission is strongly encouraged and may be required at the Theater's discretion.
- c. If the Renter believes that an intermission is not appropriate due to the nature of the performance, the Renter must request written approval from the Theater in advance of the event. The Theater reserves the right to condition approval of concessions or alcohol service based on the inclusion of an intermission.

J. INSURANCE AND INDEMNIFICATION

a. Insurance

- i. For events reasonably anticipated to approach maximum occupancy, or for events open to the public and ticketed by the Renter, Renter shall provide a Certificate of Insurance evidencing commercial general liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming Hancock County Visitors Bureau d/b/a H.J. Ricks Centre for the Arts, its board members, officers, employees, and agents as Additional Insureds. Proof of coverage must be provided no later than seven (7) days prior to the event. The Theater may waive the insurance requirement for small private events at its sole discretion.

b. Indemnification

- i. Renter agrees to indemnify, defend, and hold harmless Hancock County Visitors Bureau d/b/a H.J. Ricks Centre for the Arts, its board members, officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorney fees) arising out of or related to Renter's use of the premises, including but not limited to the acts or omissions of Renter, its employees, contractors, performers, vendors, guests, or invitees.

K. DAMAGE AND LIABILITY

- a. Renter is responsible for all damage caused by Renter, guests, vendors, performers, or contractors during rental period. Renter's responsibility includes damage caused by its employees, contractors, performers, vendors, guests, or invitees.
- b. A post-event walkthrough will be conducted. Repair costs will be deducted from the security deposit, and additional charges billed if necessary.

L. MOVIE SCREENINGS

- a. If exhibiting a movie, Renter must secure proper public performance licensing rights and provide documentation prior to event. Theater assumes no responsibility for copyright compliance.

M. FORCE MAJEURE

- a. Theater shall not be liable for cancellation due to circumstances beyond its control, including but not limited to natural disasters, power outages, government orders, public health emergencies, or other unforeseen events. In such case, the Theater may reschedule the event to a mutually agreeable date within twelve (12) months; refunds shall not be issued.

N. TERMINATION BY THEATER

- a. Theater reserves the right to terminate this Agreement if Renter violates its terms, engages in unlawful activity, or poses risk to facility or patrons. In such case, all fees paid shall be forfeited.

O. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of Indiana. Venue for any dispute shall lie in Hancock County, Indiana. Renter may not assign or transfer this Agreement without prior written consent of the Theater.

P. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties have read and executed this agreement on the date(s) set forth below:

Theater

Signature: _____

Authorized Hancock County Visitors Bureau Representative

Name(Print): _____

Date: _____

Renter

Signature: _____

Authorized Representative of **Renter**

Name (Print): _____

Date: _____

EXHIBIT A

PRICING SCHEDULE

H.J. Ricks Centre for the Arts

Operated by Hancock County Visitors Bureau

I. Standard Rental Rates

A. Business / For-Profit Rentals

- \$600.00 for the first event day
- \$500.00 for each additional event day
- \$50.00 per day for additional setup or rehearsal days

B. Nonprofit Rentals

- \$400.00 for the first event day
- \$300.00 for each additional event day
- \$40.00 per day for additional setup or rehearsal days
- Nonprofits must provide valid nonprofit identification documentation

C. Weekday Special Event Rates

Weekday discounted rates may be available upon approval by the Theater Board.

II. Technical Services

Basic rental includes:

- Up to two (2) microphones
- Basic music playback capability
- Basic front stage (ellipsoidal) lighting

Advanced sound and lighting services require use of Theater's AV technician or written approval of an outside technician.

A. Theater AV Technician

- \$300.00 per performance
- \$30.00 per hour for rehearsals on additional days

III. Facility Use

A. Dressing Rooms

All rentals include use of two (2) private dressing rooms and one (1) private restroom located backstage.

B. Annex Space

Back Annex space may be rented for \$50.00 per day.

IV. Concessions

The Theater retains exclusive rights to operate concessions during events.

Concession revenue supports maintenance and preservation of the historic facility. No outside concessions are allowed. Renters will not be allowed access to concession/kitchen area or ticket booth.

Renters are not permitted to allocate booth rental spacing to outside parties.

V. Marquee Usage

Rental includes message on marquee for event promotion.

Message content must be approved by the Theater and kept brief due to space limitations.

Private marquee messages without a building rental (birthdays, anniversaries, etc.) are available for \$125.00 and will display for one (1) week.

VI. Payment Summary

- 50% non-refundable deposit required to secure date
- Remaining balance due seven (7) days prior to event
- \$150 refundable damage deposit required