



## ARENA THEATER FACILITY USE AGREEMENT

### SECTION 1 – FUNDAMENTAL PROVISIONS

THIS AGREEMENT SHALL BE MADE BETWEEN THE FOLLOWING PARTIES:

**Arena Theater Association (ATA)**

214 Main Street

PO Box 611

Point Arena, CA 95468

707-882-3272

programming@arenatheater.org

- And -

**User:**

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail: \_\_\_\_\_

Emergency/Contact: \_\_\_\_\_

**RENTAL INFORMATION:**

Event Description/Usage: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Time Start: \_\_\_\_\_ Time End: \_\_\_\_\_

Guests:  Open to the Public  Private Event

**NOTES:**

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**Total Cost to User:** \_\_\_\_\_

**SECTION II – RENTAL TERMS**

This agreement (“Agreement”) is entered into by User and Arena Theater Association (“ATA”). In consideration for use of the Arena Theater facilities (“Premises”), User agrees as follows:

The User agrees to (please initial in spaces provided).

- 1. **Use:** The Premises shall be used solely for the purpose of conducting an event as described in the cover page of this document during the hours set forth. User shall be present at all times during the Event.
- 2. **Rental Fees: User to initial in spaces provided.**

**2.1) RENTAL FEE:** User pays \$350 fee to ATA (negotiable for non-profit) [\_\_\_\_\_] User shall pay to ATA a rental fee as set above. The Rental Fee shall be paid in full to ATA upon signing the contract. If User fails to pay the Rental Fee when due, User will not be allowed access to the Premises and ATA shall have the right to terminate this Agreement.

**PREMISES DESCRIPTION** – Arena Theater capacity has 177 seats (134 auditorium fixed, 43 balcony fixed), plus 2 wheelchair spots and 42 portable seats, limited to 220 standing room. Dance Floor (reduces auditorium by 28 seats). Premises includes Black-Box Space, 2 Dressing Rooms (1 with Washroom), Heat, Water, Electricity, Live Music Set up (including 24 channel mixing board), video projection (Blu-Ray DVD & screen), Worklights, House Lights, Theatre Lights, some tables/chairs, Riser, Scrim.

**RENTAL Fee INCLUDES:**

- a. 177 seats plus an additional 42 portable seats/220 standing room, Black-Box Space
- b. 2 Dressing Rooms (1 with Washroom), Heat, Water, Electricity
- c. some tables/chairs
- d. Riser, Scrim

**2.2) SECURITY DEPOSIT (Deposit):** The User is responsible for any and all damage. ATA must have a valid credit card number for security deposit purposes. ATA will run a pre-authorization of \$1000 on the User’s Credit Card; actual charges will only be incurred if equipment is damaged and/or additional cleaning expenses are required; the pre-authorization will be released upon settlement of the rental agreement.

Credit card # \_\_\_\_\_ 3 digit security code: \_\_\_\_\_  
 Cardholder name: \_\_\_\_\_ Expiration date: \_\_\_\_\_

- 3. **Other ATA Costs:** In addition to the Rental Fee, User may be responsible for the following costs.

**3.1) LIGHT BOARD:** \$25 [\_\_\_\_\_]

**3.2) SOUND BOARD:** \$25 [\_\_\_\_\_]

**3.3) TICKET SELLER:** The User is responsible for providing a ticket seller and tickets if needed. User may choose to use the ATA box office for an additional charge (rate of \$15/hour) that includes an ATA ticket seller in the kiosk and tickets. [\_\_\_\_\_]

**Total Other ATA Costs to User** \_\_\_\_\_

**4. Support Services:** User to initial all that apply.

**4.1) ATA LIAISON:** User is required to choose an ATA Liaison (list of ATA Liaisons attached) who will liaise with the User during the rental period. User will negotiate fee directly with liaison. \_\_\_\_\_

**4.2) LIGHTS & SOUND:** If using ATA equipment, User agrees to hire ATA sanctioned sound & lighting technicians (list of qualified technicians attached; rate to be negotiated with technician). \_\_\_\_\_

**4.3) AUDIO VISUAL/SKYPE/BLU-RAY:** User agrees to hire ATA sanctioned A/V technicians to operate audio visual tech (list of qualified technicians attached; rate to be negotiated with technician) \_\_\_\_\_

**4.4) LOAD IN & STRIKE LABOR:** If needed, the User is responsible for the labor to move the seats, the risers, etc. The ATA Liaison will oversee this process but the User agrees to organize the labor. \_\_\_\_\_

**4.5) BAR/CONCESSIONS:** If requested by the User, ATA will procure liquor license and provide bar & concessions; all bar/concession profits to ATA. \_\_\_\_\_

**4.6) SECURITY:** ATA will determine if security is needed, though in most cases, the User must hire security if the show is all ages. List of approved security personnel to be provided upon request. \_\_\_\_\_

**4.7) PROMOTIONAL MATERIAL COPY:**  
The User is responsible for all publicity. The ATA logo (provided) must be included on all printed or promotional material, such as Posters, Programs, etc. User agrees to abide by the instructions for the use of the ATA logo. Two copies of all promotional material are required for our archive and demographics. User may choose to use ATA publicity support for an additional charge (details to be provided upon request). Please initial here if ATA Publicity support is requested. \_\_\_\_\_

**5. Rules & Regulations:**

**5.1) OCCUPANCY:** The maximum occupancy for the Premises is 230. User shall not permit the maximum occupancy of the Premises to be exceeded at any time during the Event.

**5.2) CONDITION OF PREMISES:**

a. Set-Up: Set-up of the Premises is the responsibility of the User, and set-up time is included in the total Rental Time.

b. Breakdown. Upon conclusion of the Event, User shall be responsible for dismantling and removing equipment, supplies, materials, decorations or any other items brought into the Premises and place all refuse in rear dumpster. It is the User's responsibility to insure that all areas utilized during the Event are clean and orderly and in the condition found upon arrival. Breakdown time is included in the total Rental Time.

User shall be responsible for costs to repair any damage to the Premises occurring as a result of acts or omissions of User or User's guest. If the Premises are not returned in a clean and orderly condition as herein described, ATA shall charge the credit card given by the User for all costs associated with restoring the Premises to the condition existing prior to the Event.

**5.3) ALCOHOL:** No one under the age of 21 is permitted to consume any alcoholic beverages of any kind on the Premises. ATA reserves the right to ID any person and to refuse service to any individual it feels is intoxicated. No alcohol is permitted on the premises except that which is sold by the ATA bar.

**5.4) USE RESTRICTIONS:** ATA retains the right to control activities in order to protect and preserve the public spaces in the Premises. The following restrictions shall apply:

(a) Use of sound, amplification or audio-visual equipment, other than what is provided in your Rental Agreement, must be approved by the ATA.

(b) As a protection to our audience and our equipment, the Arena Theater requires that sound levels from the stage not exceed 90db as measured with the theater's sound meter. Renter agrees to maintain or adjust volume levels in accordance with direction from the Arena Theater Liaison, who has final say on sound levels. Agreed \_\_\_\_\_

(c) Decorations may not be affixed to the walls, fixtures or furnishings in the Premises. Use of tape of any kind, cellophane, adhesives, nails, screws, staples, tacks, or any other material which will affect the walls, woodwork, ceilings, carpets, railings, furnishings or other finishes inside or outside the Premises is strictly prohibited. All surfaces must be protected from scratches.

(d) Non-porous materials must be placed under all plants and vases to prevent water damage.

(e) Glitter, confetti, bird seed, or similar materials may not be thrown inside or outside the Premises.

(f) Smoking is not permitted on the Premises.

(g) In the event of danger or damage to the Premises, ATA reserves the right to terminate the Event. In such event, the Rental Fee and any other charges paid by User shall not be returned.

6. **Cancellation.** Any cancellation or other termination of this Agreement shall be in writing. If User cancels this Agreement less than thirty (30) days prior to the Event, the Rental Fee shall

not be refunded.

7. **Insurance.** Unless otherwise waived in writing by ATA, User shall keep and maintain, at its own cost and expense, a policy of comprehensive general public liability insurance, with policy limits of not less than \$1,000,000 for property damage and bodily injury or death for any number of persons, insuring ARENA THEATER ASSOCIATION against all liability which may arise as a result of the use of the Premises by User, its directors, officers, shareholders, employees, agents, affiliates, independent contractors, invitees and guests, including the contractual liability of User under this Agreement. If alcohol will be served and/or made available at the Event, the policy must also include liquor liability coverage. Such policy of insurance shall name ATA as an additional named insured and the coverage afforded by such policy shall be primary in relation to any coverage afforded by any insurance policy carried by such parties. User shall provide ATA with a certificate evidencing such insurance not later than thirty (30) business days prior to the Event. If necessary, and with 10 business days advance notice, ATA can arrange for the required liability insurance coverage for Users at cost. Failure to provide such evidence of insurance will result in cancellation of this Agreement and the Deposit and any other charges paid by the User shall be forfeited.

8. **Liability and Indemnification.**

8.1 User hereby assumes all risk of damages to property or injury to persons in, on or about the Premises arising in connection with this Agreement and shall pay all repair or replacement costs as deemed necessary by the ATA. User shall indemnify, hold harmless, and defend ATA and their officers, employees, agents and affiliates against and from any and all costs and expenses (including fees) and all claims of liability for loss, damage or injury to persons or property arising out of or asserted to arise out of or result from the use of the Premises by User, or from any activity permitted or suffered by User in, or about the Premises, including, without limitations, the acts or omissions of User, its officers, employees, agents, affiliates, independent contractors, invitees and guests, all consequential damages and all claims based on, or asserted to be based on a defect in any food or merchandise distributed in connection with the Event.

8.2 User agrees to the preceding rental terms & conditions and realizes that by signing this rental agreement is using the Premises of ATA at User's own risk and assumes responsibility for any incidents or misbehavior that violate(s) the Agreement during that time.

8.3 User has inspected the Premises and accepts them as is. User promises to undertake all its activities with due care for the Premises and for the health and safety of all the persons it invites on the Premises, including its staff and members of the general public who may attend performances the User may stage. Accordingly, User assumes all liability for loss, or damage to property or personal injury that may occur as a result of it or its invitees being on the Premises during the period of the contact, except only of that loss occurs as a result of the gross negligence of ATA. User agrees to indemnify and hold harmless from all such loss, ATA and its agents and representative and the owner of the land and building on which the theater is located. If a claim for such loss is made, User will defend and resolve it at its sole expense.

9. **Entire Agreement.** If User has not met all requirements of this Agreement by the day of the rental, User will not be allowed access to the Premises and ATA shall have the right to terminate this Agreement and retain the rental fee.

The foregoing provisions reflect the entire agreement between ATA and User regarding use of the Premises and the Event. There are no promises, terms, conditions or obligations, either written or verbal, between the parties other than those contained in this Agreement.

Executed on the date written below.

_____ USER	_____ EVENT DATE
BY:	
_____ PRINTED NAME	_____ TITLE
_____ SIGNATURE	_____ DATE

- & -

**Arena Theater Association, Inc.**

Signed:

_____ (Printed Name)	_____ (Signature of ATA Representative)
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Date: \_\_\_\_\_

Deposit received (Amount/Date): \_\_\_\_\_

Balance (Amount/Date): \_\_\_\_\_

**Attachments:**

- ATA approved Sound Technicians, Light Technicians, Liaisons
- ATA Theater Liaison list
- ATA Logo for Publicity Purposes
- ATA Publicity Support Sheet