



Facility Rental Agreement

This agreement is made this _____ day of _____, _____ (year) by and between Live

Arts, Inc. (herein referred to as "Theater") and _____

(herein after referred to as "User").

1. PREMISES & RATES: The Theater hereby agrees to make available to User, for the exclusive use of User, the following facilities (the "Facilities") of Live Arts located at 123 E. Water Street in Downtown Charlottesville, at the times and date(s) and for the purpose(s) indicated at the following rates.

Purpose: _____

Founders Theater

Third Floor

27'x44'

Total capacity of 75

Standard theater riser configuration

Date: _____

Time from: _____ To: _____

\$1,000/day X _____ days = _____

Gibson Theater

Second Floor

43'x45'

Total capacity of 180

Standard theater riser configuration

Date: _____

Time from: _____ To: _____

\$2,500/day X _____ days = _____

Rehearsal A

Fourth Floor

24'x41'

Total capacity of 65

Standard empty room configuration

Date: _____

Time from: _____ To: _____

\$750/day X _____ days = _____

The Roof Terrace

Fourth Floor

L-Shaped Open Air Terrace

Total capacity of 200

Standard empty space configuration

Date: _____

Time from: _____ To: _____

\$1,800/day X _____ days = _____

Staffing Fees:

Every event rental MUST employ a Technical Director and House Manager. The Technical Director is responsible for the care and use of all house equipment, and the House Manager is responsible for the care, safety, and security of all guests and the facility.

Technical Director

The Technical Director must be present at all times you or your agents are in the facility. This is not an optional addition.

Date(s): _____

Time from: _____ To: _____

_____ hours X **\$75.00** per hour = _____

House Manager

House Manager must be present at all times you or your agents are in the facility. This is not an optional addition.

Date(s): _____

Time from: _____ To: _____

_____ hours X **\$25.00** per hour = _____

Your rental hours and personnel hours begin when set up of your event begins. The Theater Staff cannot set up events. Live Arts does not employ an events manager and all spaces are rented "as is" (in their current state at the time of the rental period).

Additional (optional) Services:

_____ Theatrical Lighting Design and Light Board Operator <i>The use of theatrical lighting requires a designer/operator</i>	\$250 (per day)
_____ Sound System and Operator (Gibson Theater) <i>The use of the sound system requires an operator</i>	\$250 (per day)
_____ Sound System (all other spaces)	\$100 (per day)
_____ Stage Manager for Theatrical Production	\$250 (per day)
_____ Bartender and Beverage Service	\$150 plus cash bar
_____ Catering Kitchen Access	\$100
_____ Black folding chairs (up to 60 available)	\$2.50/each
_____ 6' banquet tables (6 available)	\$5/each

2. PAYMENTS AND SECURITY DEPOSIT: Payment in full plus a **\$500 security deposit** is required with the return of this contract for events within 30 days from the date of the contract. For events with dates more than 30 days from the date of the contract, a deposit of 50% \$ _____ is required with the return of this contract to confirm the event dates. Also due with the return of the contract is evidence of insurance coverage described within Section 7E. The balance of the total cost will be due in full thirty (30) days prior to the event. Payment must be made by check payable to Live Arts, Inc. DEPOSIT PAID PLUS \$500 DEPOSIT _____
DUE DATE FOR REMAINDER OR PAYMENT IN FULL _____ USER INITIAL HERE _____

3. CANCELLATION: A. After approval is given, the Theater may terminate this Agreement (in its entirety, or as to any time, date or facility) in its sole discretion up-to one month prior to the first date in Section 1(B). After one month (30 days), the Theater may terminate this Agreement only for good cause. Upon such termination, and absent any default by User, all deposits shall be refunded to User less expenses incurred by the Theater in preparation of the Facilities for User prior to such termination; provided that if the termination is only partial, User shall be entitled to only a partial refund in an amount to be determined by the Theater in its sole discretion. B. User may terminate this Agreement at any time prior to thirty (30) days in advance of the first date in Section 1(B) in which case User shall be entitled to a refund of all deposits and fees less (i) all expenses incurred by the Theater in preparation of the Facilities for User and (ii) a cancellation fee of \$200.00.

4. DEFAULT: If User shall at any time be in default under the terms of this Agreement, the Theater shall have the right to terminate this Agreement forthwith, whereupon User shall vacate the Facilities immediately, and User shall have no right to receive any refund of any deposits or fees hereunder.

5. BOX OFFICE: If User is presenting a ticketed event with pre-sale tickets, all tickets must be sold through the Live Arts Box Office and a separate Box Office Agreement must be signed by both parties. Live Arts is the sole retail outlet for tickets in the Theater.

6. CATERING AGREEMENT: User hereby agrees that it will require any third party that User engages to provide catering or other services to enter into an Agreement with the Theater regarding restrictions covered in Section 7 at least seven (30) days prior to the first date in Section 1, hereof. Catering Service Provider Contact Information:

Name _____ Contact Person _____

Phone _____ Email _____

PRE-APPROVED CATERERS FOR LIVE ARTS:

C&O, EVERYDAY GOURMET, HARVEST MOON, A PIMENTO, SANDY MOTLEY, KITCHEN CATERING

7. USE RESTRICTIONS: The following restrictions shall apply to the User's use of the Facilities:

A. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Any time for User to set-up, tear down and remove equipment provided must be budgeted as part of the rental contract, Section 1 hereof. User will reimburse the Theater for any overtime compensation it is required to pay its staff during such additional time.

B. Live or amplified music is allowed only with the express written permission of the Executive or Artistic Director for the specific areas and times outlined.

C. User specifically agrees to 1) not nail, tape, or screw anything to the floor or walls of Facility and shall be responsible for any and all damage to the Facility and to the Theater's personal property therein, or to the property of any third person which is on loan to the Theater, caused by the acts of User or User's agents, servants, employees, patrons, licensees, invites or guests, whether accidental or otherwise; and User further agrees to 2) leave the premises in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etc. **Failure to comply with scheduled cleanup will result in a cleaning charge of \$200.00 per hour at the sole discretion of the Theater.** For those events using a caterer, the caterer's agreement is incorporated herein by reference. USER INITIAL _____

D. The Theater reserves the right to approve any caterer providing food and/or drink at the Facilities. The Theater further reserves the exclusive right to provide all concessions, if any, in connection with the usage of the Facilities hereunder. Smoking is not permitted in any area of the building.

E. User shall indemnify and hold the Theater harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with User's use of the Facilities, provided the Theater promptly notifies User of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof. **Any use of the Facilities involving a danger or risk determined by the Theater in its sole discretion, shall be covered by liability and property damage insurance provided by User, at User's sole cost and expense and endorsed for the benefit of the Theater, with insurance companies acceptable to the Theater. The bodily injury liability coverage shall be not less than \$1,000,000 each occurrence. The property damage liability shall be not less than \$1,000,000 for each occurrence.** User will provide the Theater with evidence acceptable to the Theater that such insurance has been obtained and will cover User's event at least seven (7) days prior to the first date set forth in Section 1, hereof.

F. User agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of the their departments or bureaus, applicable to User's use of the Facilities, including without limitation, the payment of all sales, use and entertainment taxes or fees.

G. User is responsible for the safety and good order of all equipment and other property owned by the Theater and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by User's agents or the attendants at User's function whether or not invited.

H. The Theater reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers, or agents, the User hereby waives any right or claim for damages against the Theater or any of its employees, officers, or agents.

I. The Theater assumes no responsibility for equipment supplied by User or another party. The Theater reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.

J. The Theater reserves the right to review all copy and approve all forms of advertising or publicity in which the Theater's name is used. The parties agree that no partnership between them respecting any event or the use of the Facility shall be implied in any way, and User agrees to indemnify and hold the Theater harmless from and against any claims to the contrary.

K. User agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, posters or cards of any description on any portion of the Facility without written permission of the Theater. Should written permission of Theater be obtained for the erection, posting, placing or affixing of any sign, advertisement, poster, show bills, lithographs, or cards, the said erecting affixing, etc., shall be supervised by the Director of Production. If this covenant is in any way violated by User the Theater retains the right to exercise its remedies under this lease and cause the tenancy to be terminated from time of said breach.

L. All of user's property will be removed from the Theater by User at the termination of User's use of the Facilities. If User's property is not removed as provided herein, the Theater will have the right to cause such property to be removed at the expense of the User.

M. User shall comply with all rules and restrictions that may be prescribed by the Theater for the purpose of maintaining the safety, care, good order and cleanliness of the Theater's premises, equipment and property displayed thereon.

N. Those matters not herein expressly provided for shall be decided by the Theater and/or its representatives or agents and such decisions shall be binding upon the User.

O. Cooking of any kind is not allowed in the facility at any time. Caterers must prepare hot items prior to the event. Hot plates, grills, and open flames are not permitted.

P. Storage of Users event materials is not available outside of rented times. If storage is needed by User a separate agreement must be created and signed by both parties.

8. ASSIGNMENT: User shall not assign this Agreement without prior written consent of the Theater.

9. NOTICES: All notices to the Theater shall be deemed to have been adequately and timely given when received in writing by the Theater’s Executive Director, President, Board of Directors or by the Director of Production.

10. MISCELLANEOUS: This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the Commonwealth of Virginia. The officer or representative of User executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of User and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which User is a party, or of any federal, state or local law, rule or regulation.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

Matt Joslyn, Executive Director

For User

Printed Name

Date

Date

TOTAL RENTAL FEES:

SPACE RENTAL _____

STAFFING _____

ADDITIONS _____

NOT-FOR-PROFIT DISCOUNT (25%) _____

GRAND TOTAL _____

DEPOSIT DUE (50%) _____

SECURITY DEPOSIT **\$500**

TOTAL DUE AT SIGNING _____

REMAINDER DUE *30 DAYS PRIOR TO EVENT* _____ **DATE** _____