

ARENDA ARTS CENTER

Bentonville Public Schools

Usage/rental agreement Non-Profit & For Profit Groups

This agreement entered on this ____ day of ____ 20__ by and between the AREND ARTS CENTER of Bentonville Public Schools (hereafter referred to as "AAC") 1901 Southeast J, Bentonville, Arkansas and _____ (hereafter referred to as "USER") for ____ rehearsals/performances on the ____ day of ____ 20__.

I. RESERVATION

(CHECK APPROPRIATE LINES)

AAC Seating area (main level & balcony)	___
Upper and lower lobby	___
Lower Lobby only	___
Art Gallery	___
Dressing rooms	___
Classrooms (fees may apply)	___

1. Date 1:
 - a. Entry: (approximate)
2. Date 2:
 - a. Entry (approximate)

II. CHARGES AND FEES

A. Facility

Space usage rate: ____ Profit ____ Non-Profit

1. Rehearsal Hours ____ @ _____ = \$
2. Performance Rate: Minimum 4 hours @ \$640.00

TOTAL MINIMUM DUE: \$

(Additional performance hours will appear on billing statement at the conclusion of event)\

TOTAL FACILITY SPACE RENTAL \$

B. AAC staff

1. Managing Director		
a. <u>Minimum</u> 4 hours @ \$35.00		\$ <u>140.00</u>
b. Additional hours: _____ hours @ \$35.00		\$ _____
2. Technical Director		
a. <u>Minimum</u> 4 hours @ \$35.00		\$ <u>140.00</u>
b. Additional hours: _____ hours @ \$35.00		\$ _____
3. Sound, lights, flies, curtains No. of operators ____		
_____ @ _____ hours each @ \$10.00 per hour		\$ _____
4. Maintenance		
a. Minimum 4 hours @ \$25.00 per hour.		\$ <u>100.00</u>
b. Additional hours: _____ hours		\$ _____

TOTAL ADDITIONAL STAFF HOURS DUE

\$ To be determined.

C. Additional Equipment fees:

1. Acoustic Orchestra Shell	_____	@	\$ _____
2. Grand Piano	_____	@	\$ _____
3. Upright Piano	_____	@	\$ _____
4. Follow Spot(s)	_____	@	\$ _____
5. Wireless Microphones	_____	@	\$ _____
6. Extra wired microphones	_____	@	\$ _____
7. Floor Microphones	_____	@	\$ _____
8. Pit cover moved	_____	@	\$ _____
9. Additional lighting	_____	@	\$ _____
10. Light plot	_____	@	\$ _____

TOTAL ADDITIONAL EQUIPMENT

\$

D. DEPOSIT

1. A deposit of 50% or 1/2 of the base rental fee will be due at the signing of the contract.
2. Deposit for USER will be _____.
3. Deposit is non-refundable.

E. SETTLEMENT

Full settlement of all monies due will be payable at the time of completion of USER'S event

Total fees due will be computed as set forth herein and determined by the Managing Director of AAC and presented to the user prior to exiting the facility.

Facility rental and maintenance fee are due on one check, made to Arend Arts Center.

Separate checks required for crew.

III. GENERAL OPERATING PROCEDURES

A. Usage Agreement

1. Confirmation of reservation of space shall be on the date AAC receives the signed usage agreement and required deposit.
2. Usage hours reflect actual hours in which USER has access to AAC areas. AAC agrees to complete in-house event set up by starting time of usage hours. This excludes technical set up. All final technical set-ups will begin at the starting time of USER's usage hours.
3. Extension of usage hours shall only be granted in writing by AAC management. Additional usage hours shall be charged according to rate schedule.

B. Clean-up Responsibility

USER agrees to leave all AAC facilities in the same condition as existed at the time USER took possession. AAC will provide "pre-event" cleaning services at no cost. Extended hour cleaning services will be added at the current maintenance fee set forth by Bentonville Public Schools. USER shall be responsible for any and all damages to AAC facilities.

C. Catering

The AAC does not supply catering for any events, receptions, parties, or meals scheduled at the Center. The USER is solely responsible for catering of any food or beverage for any of the above or related affairs. All food and beverage used in the catering of such events must be prepared in licensed kitchens.

D. Beverages

Beverages sold, distributed or offered for sampling must be beverages purchased from Great Plains Distributing.

E. Alcohol & Drugs

Alcohol and illegal drugs of any kind are not allowed on the grounds of any Bentonville School including the AAC. The Bentonville Police Department will be called if alcohol and/or drugs are used, found, or suspected on any individual on the premises of the AAC.

F. Smoking

Smoking is prohibited on the grounds of any Bentonville Public School including the AAC.

G. Security

AAC will schedule security personnel for the duration of the event and bill USER at the current rate of \$28.00 per hour per officer. Security and number of officers required will be determined by AAC management.

H. Parking

AAC cannot guarantee nor secure or reserve any parking areas in the Bentonville High School parking lot. Parking is not permitted in the fire lanes. Vehicles in these areas are subject to towing at the owner's expense. The AAC loading dock is for loading and unloading only. Parked vehicles may not block the dock. Arrangements must be made in advance to leave larger trucks in the dock. Unauthorized vehicles in the loading dock area are subject to towing at the owner's expense.

I. Obstruction and damage

Aisles, sidewalks, entrances, hallways, stairs, or elevator to AAC facilities shall not be obstructed, or, caused to be obstructed by USER, or, caused to or permitted to be used for any purpose other than entrance and exits to the AAC.

USER shall pay for any and all damage by USER resulting from the misuse of any doors, gates, devices, or equipment belonging to the AAC.

J. Recording, Broadcasting, and Camera Usage

No event presented at the AAC may be broadcast, video taped, recorded or otherwise reproduced without the written consent of the AAC management. USER must present permission from all parties involved before permission is granted. In the event that consent is granted, USER shall ensure that AAC and its staff receive proper credit. *“Recorded live at the Arend Arts Center in Bentonville, Arkansas”*

AAC shall determine placement of cameras and other equipment deemed necessary to record any event.

K. Lost Articles

AAC shall have the sole right to collect and have possession of articles left in AAC. Where lost articles can positively be identified by the rightful owner, AAC staff will make every effort to reunite such articles with the rightful owner. AAC will not be responsible for any articles lost at an event.

J. Storage

AAC will not accept any shipped goods unless prior arrangements have been made with AAC staff. AAC, AAC staff, BPS nor BPS staff will be liable for any loss, damage or injury to such property.

K. Animals

Animals, other than those required by persons with disabilities, or those required by a script, will not be allowed in the AAC facilities. Animals required by script or scene to be on stage may only do so for the amount of time designated in the script or scene..

L. Lodging

The AAC will not permit any person to stay overnight in the AAC facilities.

M. Insurance

USER shall furnish AAC, at least two (2) weeks in advance of the event a certificate of insurance naming USER and AAC as insured. The certificate must contain the following language: “Arend Arts Center is named as additional insured with respect to all activities by USER held on the premises of AAC facilities on the dates of _____ pursuant to policy number _____.” Such insurance shall provide for a minimum of premises bodily injury liability of _____ of one million dollars (\$1,000,000) per occurrence.

N. Compliance with Bentonville Public Schools Rules of Conduct

No activities that are in violation of the Bentonville Public Schools rules of Conduct will be permitted in the AAC facilities. USER shall be responsible to enforce these rules of conduct under the terms and period of the Usage Agreement.

O. Compliance with Laws

No activities that violate federal, state, and local laws, ordinances, rules, regulations or in the opinion of the Board of Health shall be permitted on AAC premises. USER shall be responsible to enforce this provision.

P. Licenses and Fees

USER shall be solely responsible for obtaining any and all licenses, permits, and/or royalties required by laws, ordinances, rules and regulations referenced above, for USER’s event. USER is solely responsible for all costs arising from the use of patented, trademarked, franchised, or copyrighted materials, devices, processes or dramatic rights used or incorporated in USER’S event. USER shall indemnify, defend, and hold harmless AAC, AAC staff, and Bentonville Public Schools from any and all claims or costs including legal fees which might arise from the questioning of use of any such material as described above. AAC shall, either prior to or subsequent to a performance, have the right to require

any USER to furnish satisfactory evidence that such user has obtained all such licenses.

Q. Collections

User shall make no collections, donations or solicitations of money or goods of any kind on AAC premises without first obtaining written permission from the AAC.

R. Use of Theatre Seating

Food and drink are not allowed in the Seating Area of the AAC. Any damages caused in the seating area due to the presentation of an event, a representative of the USER or the USER shall be the sole responsibility of the USER. Any and all fees required for repairs shall become part of the settlement fee for the USER. If the seating area requires excessive cleaning, a subsequent charge for such services shall become the responsibility of the USER and become part of the settlement fee.

S. Objectionable Persons

AAC management reserves the right to eject or cause to be ejected from the premises of the AAC any objectionable person or persons. Neither AAC nor Bentonville Public Schools nor any of its officers, agents or employees shall be liable to any USER for any damages that may be sustained by such USER subsequent to the exercise of such right by AAC management.

The term "objectionable persons" shall include those persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of AAC policy, Bentonville Public Schools rules and regulations of Conduct, Federal, State, and local law, make the normal and proper conducting of business or an event/performance or the enjoyment of others of such event difficult or impossible for others.

T. Refusal to Rent

AAC management shall refuse to rent AAC facilities for any event, activity, or performance if it determines that such event, activity or performance or the anticipated audience response to such event, activity or performance may cause damage or unusual risk of damage to AAC facilities or patrons.

IV. TICKETING

A. AAC has the ability to provide tickets for any event.

The cost of design, paper, and printing shall be added to the invoice presented at the end of the event.

Costs shall include:

Design and printing at \$25.00 per hour.

Ticket paper at the current replacement cost per sheet..

B. AAC is unable to staff the Box Office for USER.

C. User may apply to use the Box Office by written request to the AAC Managing Director.

1. Approval of use of Box Office will be determined by time and availability.

D. A ticket surcharge of \$1.00 per ticket will be applicable for all Profit organizations.

V. MARKETING

A. AAC shall not be responsible for marketing or advertising the event.

1. AAC does reserve the right to publicize event for benefit of promotion of the AAC.

B. AAC's name shall only be used as a location for the event.

C. The following disclaimer must be used in all event advertising.

The _____ is being presented by _____. AREND ARTS CENTER serves only as the venue for the event and is not responsible for any content of any part of the presentation or programming.

VI. TECHNICAL REQUIREMENTS

- A. All technical requirements shall be provided to AAC no less than 4 weeks prior to the event.**
- B. A production meeting must be arranged with the Managing Director and the Technical director no less than two (2) weeks prior to the event to review and estimate any or all equipment needed for the event to guarantee that the event will be presented in the most professional manner possible.**
- C. AAC shall not be responsible for any requests received after this meeting.**
- D. AAC will only be responsible for technical equipment available at the AAC.**
- E. Safety:**
 - 1. User shall guarantee that all materials used in the event are made of fire retardant material or treated with a fire retardant chemical. Waiver of this point must be cleared with the Managing Director of the AAC.
 - 2. Fire curtain line must be kept clear.
 - 3. No open flames are allowed.
 - 4. Obstruction of aisles, halls, and exits is prohibited.
 - 5. The use of any open flame is not allowed.
 - 6. Special effects and sound: The use of any special effects including: strobes, explosives, lasers, smoke machines must meet all federal, state, and local fire and safety codes.
 - 7. Sound levels are limited to 95 db average.
 - 8. The Technical Director must approve all firearm effects. Actual firearms are not allowed.
 - 9. All AAC equipment, to be used in the event, must be reserved prior to event.
 - 10. Movement and change of stage equipment must be approved by the AAC Technical Director.

VII. LOBBY MANAGEMENT

- A. AAC will provide management for the lobby area for the purpose of crowd control. Fees noted above.**
- B. AAC will open the house 30 minutes prior to the set curtain time. Technical set up and all rehearsals must be concluded by that time.**
- C. User must make every effort to start on time.**
- D. Managing Director of the AAC reserves the right to delay the beginning of the event due to inclement weather or any other issue that may delay a greater number of patrons to be seated.**
- E. Late arriving patrons may be seated at the discretion of the AAC management.**

VIII. PERSONNEL

- A. AAC shall provide the following personnel at fees noted above.**
 - 1. One, (1), Managing Director: To provide communication of all needs for the event and management of the lobby area.
 - 2. One, (1), Technical Director: To supply technical expertise in usage of the AAC equipment and assistance in set up and operation of AAC equipment.
 - 3. Student Technicians: To operate AAC theatrical and technical equipment. Number of technicians to be determined by AAC Technical Director
 - 4. One, (1) maintenance person: To clean and maintain AAC facilities.

IX. INTERRUPTION OR CANCELLATION OF PRODUCTION, PERFORMANCE, OR EVENT

- A. AAC and Bentonville Public Schools reserves the right to cancel, interrupt or terminate any production, performance or event in the interest of public safety.**

- B. Upon the return to normalcy the user shall be given sufficient time to finish the production, performance or event without any additional charge.
- C. If it is impossible to complete the production, performance, or event, use shall be forfeited and a pro-rated charge or adjustment shall be made at the discretion of the AAC or Bentonville Public Schools.
- D. User waives any and all claims for damages or compensation from the AAC and Bentonville Public Schools.
- E. In the event of cancellation of production, performance, or event User agrees to pay minimum set-up fees and any fees related to cancellation fees.

By Signing below, the parties agree to the terms of this Usage/Rental Agreement and acknowledge that all attached riders are integral parts of this Agreement.

By: _____

Representing: _____

Date: _____

AREND ARTS CENTER/BENTONVILLE PUBLIC SCHOOLS

By: Garry M. Bruch, Sr.

By: _____

Title: Managing Director

Date: _____