

CENTER FOR THE ARTS

Safford Unified School District

985 S. 14th Ave.

Safford, Arizona 85546

RENTAL AGREEMENT

Revised 2/1/08

DEFINITIONS

The organization, individual or individuals engaging with the Center for the Arts for use of facilities, equipment and services of the Center for the Arts are bound by the terms and conditions specified in the Rental Agreement and its attached Contract and Rider(s). Revisions to the Contract and Rental Agreement listed in any and all subsequent Riders shall be accepted as an integral part of the terms and conditions upon counter-signature by both the Center for the Arts (hereinafter referred to as the "Center" or "CFA") and the organization, individual or individuals renting (hereinafter referred to as "User").

CANCELLATION BY USER

Should the User cancel the event covered in this agreement, no deposit refund shall be made. User agrees to pay any reimbursable expenses incurred by the Center in connection with the event.

CANCELLATION

This Agreement may be canceled by the CFA Management immediately upon written notice delivered to User upon breach of any terms or provisions of the Agreement. In the event of cancellation, User shall be reimbursed the difference between the charge set forth in the Contract and any and all actual expenses and charges incurred by the Center to date of cancellation.

INSURANCE REQUIREMENTS

A comprehensive liability policy at a minimum level of one (1) million dollars combined single limit shall be provided by the User. Proof of this insurance with CFA named on the certificate of insurance must be provided a minimum of seven (7) days prior to the date of the engagement. The period of coverage shall be throughout the term of the agreement, at User's sole cost. This insurance shall be a broad-form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy or disuse of the Center or adjoining areas and ways. The Center's management as deemed necessary may specify additional limits and qualifications.

CLAIMS

User agrees that it will indemnify and hold harmless the CFA and members of its Management, as well as its elected officials, officers agents and employees from all claims for damage to persons or property by reason of User's negligence or User's acts or those of User's employees or agents in connection with User's occupancy of the Center.

FACILITIES & EQUIPMENT

The User is required to provide all necessary technical information no later than fourteen (14) days prior to the first day of the engagement. Generally the User will provide said information in

a pre-production meeting with the CFA manager, but may provide written specifications with a follow-up by telephone.

The more complete and accurate the information provided, the better the CFA service will be. The CFA will not be responsible for problems resulting from inadequate advance planning through proper communication with the CFA. The Theatre Manager and his assigned representatives reserve the right to alter any aspect of a production of which there is a question of safety for the participants and/or protection of CFA equipment.

STANDARDS OF PERFORMANCE

The User has the responsibility of making sure that no inappropriate acts will be performed. These acts include, but are not limited to, profanity, any form of nudity, sexual remarks and innuendos, and outrageous use of instruments and equipment. Performers will not promote, endorse, or encourage the use of drugs or alcohol. Failure on the part of the User to enforce this regulation shall constitute a breach of contract and can, at the option of the CFA, cause the termination of said agreement as well as refusal of future usage.

PARKING

The CFA does not guarantee parking for its Users, staff or patrons of the Users. The granting of a contract to use the CFA shall in no way obligate the CFA to provide parking for the User. Trucks carrying equipment to be used by the User in the presentation of the event may be loaded, unloaded and parked at the exclusive direction of the CFA management.

FLAMMABLE MATERIALS

No flammable materials such as bunting, tissue paper, crepe paper, straw etc... will be permitted to be used for decorations. Open flames in any area of the building are strictly prohibited, regardless of how they are fueled, unless approved by the CFA.

LAWS & LICENSES

The User shall comply with the laws of the United States, the State of Arizona, the City of Safford, and rules and regulations established by the officers of the Safford Governing Board.

SMOKING

Smoking is not permitted in any area of the facility. The User shall be responsible for enforcing the no-smoking regulation. Failure on the part of the User to enforce this regulation shall constitute a breach of contract and can, at the option of the CFA, cause the termination of said agreement as well as refusal of future usage.

FOOD AND BEVERAGES

No food or beverage will be consumed on the premises, by the User, except in areas assigned by Management.

ACT OF GOD

In the event that the CFA is unfit for occupancy by User during the period covered by the Agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the CFA, then this Agreement shall be of no further force and effect. The CFA will not

be liable for any costs other than to refund a deposit, in the event that the Center is unfit for occupancy by a User.

REFUNDS

In the event of cancellation, refunds shall be available at the point of purchase beginning the second business day after the canceled event. The CFA will not be responsible for providing refunds for tickets sold by the User. User agrees to provide said refunds.

REPAIRS

User agrees to pay for the repair and/or replacement of any of the Center's equipment, appliances, materials, lighting, props, sets and/or supplies broken or damaged as a result of the use of the Center.

CONFLICTS

The CFA may lease, rent or otherwise permit the use of the Center for any and all activities not in conflict with the hours of operation, rehearsals, loading, set-up, and takedown time(s) designated for the User. The User understands that the center is exclusively responsible in designating said conflicts.

EQUIPMENT FAILURE

The CFA will not be responsible for the replacement of any of its equipment, which may be out of service. Should the CFA assume any costs for equipment rental necessary for the User's event, the User will reimburse the CFA for payment in full.

ACCESS

The management and any other authorized representative of the CFA shall have the right to access in all areas of the Center during the period covered by this Agreement in order to insure compliance with this Agreement.

CONSTRUCTION AND PAINTING

User will not at any time engage in the construction or painting of scenery, properties, or other goods without prior approval of the CFA Manager.

PROMOTIONS

The CFA will not provide promotional services such as advertising, press releases, direct mail, program printing or any other promotional resources related thereto. User therefore accepts sole responsibility for promoting its event.

STORAGE

User agrees to remove all sets, property and costumes immediately following the final performance. If performances span over multiple weekends, User agrees to clear all sets, property and costumes following each Sunday Performance.

LOSS & THEFT

User agrees not to hold the CFA responsible for lost or stolen items.

PIANO TUNING

User agrees to reimburse the Foundation for piano tuning fee(s) if use of a tuned piano is desired. Tuning requests must be made no later than two weeks prior to a performance date. User agrees to utilize the CFA's house tuner, which will be arranged by Center staff. Under no condition shall the CFA's piano be tuned by any technician other than a certified technician.

SECURITY

At the CFA's discretion the user agrees to pay for security guards at the current market rate.

CUSTODIAN

At the CFA's discretion the user agrees to pay for custodians at the current market rate.

OPENING HOURS

The User agrees to allow the management to open the lobby areas of the facility to be used at least sixty (60) minutes before the advertised start of the event and to permit patrons to be seated at least thirty (30) minutes in advance of the advertised start of the event. At that time, all technical preparations, lighting, and sound checks, rehearsals and other activities will have been completed on the stage and in the auditorium.

CURTAIN TIME

Management reserves the right to delay seating of latecomers until the first logical break in the performance.

INTERMISSIONS

The user agrees that for all programs lasting two hours or more, a running schedule for each performance will be provided to the management at least 10 working days prior to the engagement. All such schedules will include intermission times. The management shall retain the right to cause the interruption of any performance when the sole judgment of the Management, such interruption is necessary in the interest of public safety.

STAGE CREW

Events scheduled to take place in the Center shall utilize the services of student crew members. After examining the event's requirements at a mandatory pre-production meeting, the Center will determine the minimum number of personnel required for pre-production, load-in, set-up, rehearsal, performance, load-out and restoration. The Center will also select the sound vendor. The User will be required to pay the Center for the in-house stagehands at the then current labor rates. The Management on request will quote rates. The Theatre Manager or his designated representative shall have the authority to veto or modify any order or direction insured by the User, its employees or other contracted labor. The management reserves the right to remove any personnel associated with the show at any time, for reasons of misconduct or failure to abide by house rules.

FACILITY ACCESS

The building and premises, including keys thereto, shall be at all times under control of the management. Authorized representatives of the CFA shall have the right to enter the premises at all times during the periods covered by a contract. Building management will pay for all security that is deemed necessary by management. The presence or lack of guards shall not alter the fact

that CFA, under the terms of the Rental Agreement, assumes no liability for the loss, theft or damage to the property of the User.

USE OF EQUIPMENT AND SPACES

If equipment is out of service for any reason, the Center will not be responsible for providing replacement. All sets, properties, costumes, lasers, flashpots, and other materials must conform to existing fire and safety codes. Any construction or painting to be performed on the premises must be approved by the theatre Manager. The use of open flame, chemical foggers or other special effect is subject to prior approval of the Management.

Exit doors, exit paths and fire extinguishers must not be obstructed at any time. All cable runs are subject to the advance approval of the Theatre Manager.

House sound equipment may not be removed from the control booth. When an outside vendor is required, it is the sole right of the CFA Manager both in selecting and approving the sound vendor and in selecting and approving the sound equipment to be used. The Management reserves final authority on determining volume levels for all events.

The User should not, at any time use tape, tacks, or nails in the doors, walls, floors, or any other surfaces in the facility. The User should consult with the Center staff prior to securing cable, dance floors or any other items.

EVENT PROGRAMS

The Center does not provide printed programs for rental engagement. If the User provides a program, the CFA retains the right to insert promotional material for upcoming events into any program.

SIGNS AND POSTERS

The User shall not post or exhibit any signs, banners or other types of advertisements without prior permission of the Management. CFA will not assume responsibility for the safety of said material.

OBSTRUCTIONS

The User shall obstruct no portions of the sidewalks, entries, halls or ways of access to public utilities of the premises. The User shall pay for any damage resulting on account of any abuse or of any misuse of any portion, facility or equipment, of whatsoever character.

LOST ARTICLES

The Management of the CFA has the sole right to collect and to have custody of article left in the building by persons attending any event or exhibition. When lost articles can be readily identified to be the property of the User, Management shall not be responsible for incurring any costs for shipping said articles to the owner.

STORAGE

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the CFA, neither the CFA, its officers, agents or employees shall be liable for any loss, damage or injury to such property.

BROADCASTING AND RECORDING

No event may be photographed in the Center, nor may it be broadcast, video taped, recorded or otherwise reproduced without the consent of the Management. The locations of cameras and video equipment are subject to approval of the CFA Manager or his authorized representative.

MOTION PICTURE AND VIDEO PROJECTORS

No motion picture or vide projectors shall be allowed in the building without special permission from the Management.

LOADING ENTRANCE

All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the building only at such entrances as may be designate by the Management.

UTILITY CONNECTIONS

Unless otherwise authorized by the Management, all electrical and other utility work required to be done on the premises in connection with the User's needs shall be furnished by the Center. The User shall pay the Center for time and materials.

USE OF SEATING AREAS AND PUBLIC REST ROOMS

The Management has the authority to restrict the use of public rest rooms and seating areas in the theaters prior to performance, with the intent to avoid situations where it becomes necessary to re-clean a public access area after it has been made ready for a performance.

SEATING CAPACITY

Seating capacity of house will be enforced.

OBJECTIONABLE PERSONS

The Management reserves the right to eject from the premises any objectionable persons; and neither the CFA nor any of its representatives shall be liable to the User for any damages that may be sustained by such action. The term "objectionable persons" shall include those persons by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of building policy or laws, make the proper conducting of business difficult or impossible.

FORBIDDEN ACTS

The User will not do, or permit to be done, anything in or upon any portion of the premises or bring anything therein which will in any way conflict with the conditions of any insurance policy upon the building. The User will not operate any engine or motor or machinery on the premises or use oils, burning fluids, kerosene or gasoline for mechanical or other purposes without the written consent of the Management.

LICENSES

The User shall obtain all permits and licenses required by the laws, ordinances, rules and regulation needed for the engagement. The Management shall have the right to require the User to furnish satisfactory evidence that it has obtained all such licenses.

TRANSFERENCE OF AGREEMENT

The User may not transfer its engagement by sponsorship to a third party without the written approval of Management. It will also be necessary for the User to obtain written consent from the Management before it passes its use of the facilities as contracted to a third party for another use.

MAXIMUM OCCUPANCY BACKSTAGE

The CFA has an established maximum occupancy of 25 persons in the Center’s backstage areas. All events will be restricted to no more than the aforementioned number on any rental day, unless arrangements are made with CFA Management.. The User will assume responsibility to limit access following performances to audiences, in order that the maximum may not be exceeded.

ADDITIONAL REGULATIONS

The Center reserves the right to impose any additional rules or regulations, or to set special rental and use agreements, whether or not expressly provided herein, which may be necessary for the best interest of the Center. Such regulations shall be binding upon the User.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written opposite their respective signatures.

CENTER FOR THE ARTS

USER

By: _____
Terry Williams
Theatre Manager

By: _____
TITLE: _____

DATE: _____

DATE: _____