Rental Conditions

For

Performance Hall

1. This Rental Agreement is made between the BISHOP ARTS THEATRE CENTER, heretofore referred to as the "BATC", and the rental customer (RENTER) for this temporary rental of the BATC.

2. All estimated charges and deposits must be paid thirty days in advance of the event date. Events will not be allowed to proceed without payment in full.

3. In light of Covid-19, BATC has installed UV-C lights inside the theatre, backstage, and in the dressing rooms. In addition, an air purification system has been installed in the HVAC system to improve indoor air quality and eliminate pathogens and viruses. However, the Renter agree to not hold BATC staff or board members responsible or liable for sickness or death resulting from Coronavirus. ____ **Initial here**

4. A $150.00 non-refundable security deposit is required with this signed Agreement to reserve space. The security deposit is a separate fee from the rental fee and cannot be deducted from the total charges. The security deposit is a separate fee from the rental fee and cannot be deducted from the total charges. An initial payment representing 50% of all estimated building rental charges is due sixty days prior to your event date with the remaining balance due thirty days prior to the event. Charges for event enhancement items such as tables, chairs, additional security, etc., will also be due prior to rental date upon demand. A $55 late fee will be assessed for balances that are not paid by the due date. If payment has not been remitted within that time, your contract will be cancelled and you will be required to pay an additional security deposit to reschedule your event if allowed. _____ **Initial here.**

5. If the event is more than 90 days out from booking the facility, a security deposit and half of the rental fee is due upon signing the contract.

6. RENTER agrees to provide a copy of their General Liability Insurance showing BATC as a certificate holder **no later than 1 week prior to event, NO EXCEPTIONS. _____ Initial here.**

7. RENTER is responsible for compensating technicians to operate all sound, lighting and video equipment. Only approved technicians will be allowed to operate in-house equipment.

8. RENTER will be required to hire trained professionals for lighting design, lighting board operators, sound system technicians and electricians as necessary for the technical needs of the production.

9. This contract is non-cancellable by both parties during the rental period.

10. Food and beverages are not allowed in the performance hall at any time, no exceptions.

11. BATC must determine the exact use of rental space. BATC does not provide labor for the re-configuration of tables and chairs during a rental function.

12. Contracted rental time is strictly enforced, and must include all load-in, set-up, and load-out time. No items may be delivered before the rental start time. All items must be removed immediately after the event, within the rental period, and prior to the load-out time. The BATC is not responsible for items left behind after the performance. _____ **Initial here.**

13. BATC will accept delivery, but not accept legal responsibility for equipment or any other properties brought into the BATC for events, either before, during, or after contract hours as specified in rental period. Deliveries are not to be made to the front entrance.

14. RENTER must be over the age of 21 and comply with all regulations set forth in these rental conditions.

15. BATC recommends the use of professional security guards. BATC may, when deemed necessary for security purposes, require additional security at RENTER's expense.

15. **No property of BATC or otherwise in place at the BATC (including tables, plants, chairs, etc.) may be moved or used during time of rental.**

16. BATC must approve any modification to the BATC's electrical system as well as all electrical equipment to be used in conjunction with the rental.

17. BATC must approve all decorations, props, banners, or platforms to be used for functions, including table decorations. Nothing may be attached to any building surface. Plant material should be clean free from insects. Floral arrangements cannot contain loose berries. RENTER is responsible for communicating this policy to caterers, florists, decorators, and lighting contractors.

18. RENTER agrees to assume all responsibility and liability for damages suffered by the BATC or its contents by any gross negligence or willful misconduct of RENTER (including the organization), or its members, or guests or any contractor or supplier, or organizations employed by them to facilitate their event.

19. The BATC is an environmentally friendly facility; therefore, **smoking is prohibited inside the building.**

20. The BATC closes at midnight and all events must be ended at that time unless special permission has been obtained in advance from BATC. All rates for rental are based on the event ending by midnight and premium rates and/ or revenue minimums may apply for events on holidays and certain peak periods.

21. Parking is free for BATC patrons at the corner of 10th and Tyler behind Grace Temple Baptist Church or alongside Tyler Street.

22. Pursuant to the guidelines established by the American Society of Composers and Publishers (ASCAP) and Broadcast Music Inc. (BMI), BATC is not responsible for any applicable licenses or fees for live or recorded music performed during the event. RENTER further agrees to indemnify BATC and the BATC from any liability resulting from the failure to pay any such as licenses or fees that the RENTER may be required to pay.

23. Checks returned by financial institutions as a result of non-sufficient funds will be accessed a $45.00 service fee and cashier's checks will be required from that point forward.

24. Carrying a firearm within the BATC is strictly prohibited. This includes persons licensed to carry a concealed handgun pursuant to state law. Carrying a firearm on these premises is a class A misdemeanor, punishable by up to one year in jail and a $4,000.00 fine.

25. This Agreement does not imply exclusive use of the entirety of the BATC.
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27. Neither BATC nor RENTER may assign any of its rights or obligations hereunder without prior written consent of the other, nor any assignment made without such consent shall be void.

28. For any litigation, action, or dispute arising out of or in connection with this Agreement, both parties hereto submit to the jurisdiction of an appropriate court in the State of Texas, and shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A.

29. No waiver by any part of any breach by the other hereunder shall be inferred from any omission or failure to take action: and no express waiver by a party

shall affect any of that party's rights other than with respect to the breach specified in such waiver.

30. This Agreement may not be amended, except by a writing executed by both parties.

31. This Agreement represents the complete and entire Agreement of the parties with respect to the subject matter hereof, superseding all prior negotiations, representatives and agreements. In the event of a conflict between the provisions of the Rental Terms and these Rental Conditions the provisions of the Rental Terms shall prevail.

32. BATC is not responsible for acts of God.

33. RENTER agrees to indemnify, defend and hold harmless BATC, and the officers, employers and members of the Board from any and all actions, suits, damages, expenses (including court cost and attorney's fees), claims (including but not limited to tort claims) and demands arising directly or indirectly from RENTERs event, regardless of whether a claim arises, in whole or in part, from any negligence, or alleged negligence, including the sole joint, concurrent or contributory negligence, of the indemnities.

34. The use of fire, matches, candles, or any flammable products are strictly prohibited in the performance hall.

I have read and understand the terms of BATC rental conditions. I hereby agree to abide by the terms of the contract and to ensure that all representatives of my organization are informed and abide by the rules. I understand that a BATC staff member will be on duty at all times reinforcing such guidelines. I understand that failure to abide by the terms of the contract and appendices will result in the loss of privilege of further rental at the BATC.

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RENTER'S SIGNATURE Date