



Revised January 7<sup>th</sup>, 2019

## BUFORD COMMUNITY CENTER, TOWN PARK & THEATRE THEATRE AND STAGE RENTAL AGREEMENT

**Facility Usage** – Usage of the theatre and stage facilities for production of a performance is subject to review of all aspects of the performance by the City of Buford. The City of Buford retains the right to deny usage of the facility and shall generally evaluate applications based on the criteria set forth in the City’s special events policy. The City of Buford retains the right to approve and/or amend rehearsal times based on events in other parts of the venue. The facility will be made available for setup, rehearsal, equipment storage, and performances as outlined and agreed upon in writing.

**Booking-** Rental of facilities is arranged through the City of Buford. Facilities and dates are considered a firm or contractual commitment ONLY upon execution of the Theatre and Stage Rental Agreement by the Performance Presenter and the City of Buford as well as payment of the full rental fee.

**Rental Fees-** The rental fee is due at the time the rental agreement is signed and prior to marketing and/or ticket sales begin. The rental fee may be amended or waived should the Presenter apply for and be accepted as a BCC Resident Presenter. Weekday rates are Monday through Thursday, weekend rates are Friday through Sunday. Load in days, rehearsal days, and load out days are charged the same as performance days. Daily rentals will be provided with 10 hours of light technician labor, 10 hours of sound technician labor, as well as assistance with rigging and rigging operation. Additional hours for sound and light technicians may be added with advance notice at \$25 per hour per technician. Audio Visual equipment may be rented at the rates listed in Exhibit A. Fees for all rental equipment shall be due seven (7) days prior to the production.

			Daily Fees
For Profit			\$1,400 Weekday \$1,650 Weekend
Non-Profit			\$1,250 Weekday \$1,400 Weekend

**Maintenance/Cleaning Fees-** Each rental will be assessed a \$250 post-event maintenance/cleaning fee per rental to be paid seven (7) days prior to the production. This fee is to cover all post event cleaning

of the theatre, dressing rooms, as well as general maintenance of the stage and theatre due to normal use. Excessive damage that is not covered by the \$250 fee shall be billed to the client accordingly.

**Revenue Sharing Agreements-**The BCC, at the discretion of the Director and/or City Manager, may enter into an agreement with an artist, performer, or organization through which ticket revenue for a performance or performances shall be shared at an agreed upon percentage split. The percentage split shall not be less than 30% of revenue to the BCC with a targeted percentage of 50%. Sharing of theatre expenses shall also be agreed upon prior to entering into any agreement.

**Buford City Schools-** Rental fees shall be waived for performances presented by Buford City Schools.

**Non-Profit Presenters-** Presenters must provide a copy of their 501(c)3 paperwork in order to receive non-profit rental rates.

**Copyrights –** The Performance Presenter must have acquired all copyrights and permissions to present the performance for which the theatre is being rented. The Presenter shall provide a copy of the licensing agreement if requested. Performance Presenter agrees to hold harmless and indemnify the City of Buford for any infringement on copyrights and intellectual property.

**Insurance -** A Liability and Indemnification Agreement must be signed by the Presenter/Renter. A certificate of insurance is required for all events and performances booked for the theatre as well as all third-party vendors that operate in, around, or make deliveries to the Buford Community Center, Town Park & Theatre in relation to the rental of the theatre. The City of Buford requires comprehensive public liability and property damage insurance with a combined single limit of at least one million dollars (\$1,000,000), issued by a company licensed to provide such coverage in the State of Georgia, insuring against all liability arising out of the use of the Buford Community Center, Town Park & Theatre.

**Waiver of Fees-**The City of Buford has the right to waive fees at the sole discretion of the City Manager or City Commission.

**Concessions –** Renters may request the selling of concessions during their event. The fee for concessions shall be \$150 per day. Concessions shall be supplied and sold by an approved caterer chosen by The City of Buford. All revenues shall be retained by the City of Buford or its approved concession operator.

**Cancellation-** Cancellation of an event more than ninety (90) days in advance of a performance shall result in the loss of 50% of the rental fee. Cancellation of an event less than ninety (90) days in advance of a performance will result in the loss of 100% of the rental fee. For cancellations involving split revenue terms, the cancellation fee that is due to the City of Buford will be based on the amount of revenue that would have been generated at a sold out performance (278 seats multiplied by the average ticket price) multiplied by the agreed upon percentage split. The Presenter is responsible for all monies due Buford Community Center at the time of cancellation. Should the City cancel the event for any reason, the Presenter shall not be responsible for any cancellation fees and shall be refunded all deposits.

**Parking-** Parking is available at the Buford Community, Town Park & Theatre on a first come, first serve basis. Parking permits are not required. The City does not provide personnel to direct traffic or parking. Buford City Hall and other City owned parking facilities may be used for additional parking.

**Handicapped Access-** Buford Community Center, Town Park & Theatre is handicapped accessible. Handicapped parking is available in the front and sides of the building.

**Personal Property-**The City of Buford is not responsible for any valuables or personal property left on the premises.

**Smoking-** Smoking is prohibited inside the Buford Community Center, Town Park & Theatre.

**Prohibited Items-**Foggers, Hazers, Open Flame, Confetti Cannons, Balloons, and Pyrotechnic Devices are prohibited in the theatre or on stage unless approved in advance and in writing by the BCC Director. All productions are prohibited from drilling, nailing, screwing, or otherwise attaching set/props to the stage floor or theatre walls.

**Personnel-**The Buford Community Center, Town Park & Theatre shall provide staffing as requested by the Presenter. At least one sound technician, one lighting technician, and one rigging technician is required for each performance if sound, lighting, and rigging are to be used. Rental fees shall include 10 hours of labor for a lighting technician and sound technician as well as a building supervisor which will also provide rigging support. Additional labor hours may be added as necessary at the rates listed below. Only personnel approved by the Buford Community Center shall operate equipment owned or supplied by the City of Buford including, but not limited to, the light board, sound equipment, rigging, orchestra pit, lighting instruments, and spot lights, unless otherwise agreed to in writing by the City of Buford. Minimum number of hours per day for each employee is four (4) hours. All additional monies for personnel that is not already included in the rental fee shall be due seven (7) days prior to the production.

Position	Hourly Rate (per person)
Lighting Tech/Sound Tech/Rigging Tech	\$25/person/hour
Event Staff (Ushers, Security, Parking)	\$18/person/hour
Event Staff Supervisor	\$25/person/hour
Spotlight Operator	\$15/person/hour

**Performance Schedule-** Presenter shall provide the Buford Community Center with a performance schedule at the time that the Theatre and Stage Rental Agreement is signed. The Presenter shall make no modifications to this schedule without a two week prior written approval by the Buford Community Center and no performance will be presented outside of this schedule.

**Marketing Material-**The City of Buford retains the right to review and approve all marketing and promotional material related to the Presentation for which the theatre is being rented. The Buford Community Center will market the performance via the BCC website and social media sites at the discretion of the City. Print and other marketing efforts are the responsibility of the Presenter unless otherwise stated and agreed upon in writing.

**Sponsorships-** The City of Buford retains the right to review and approve all sponsors/advertisers that will be advertised on marketing material, promotional ads, tickets, etc. that mention the Buford Community Center, Town Park & Theatre or the City of Buford.

**Distribution and Settlement of Gross Revenue** – In the event that the agreement involves revenue sharing, The Buford Community Center, Town Park & Theatre will give Presenter an accounting report of ticket sales after the performance. Based on the agreed upon settlement terms, the Buford Community Center will provide the Presenter with their portion of the gross revenue minus additional requested and agreed upon expenses and taxes. Presenter understands that all monies due Presenter from settlement are processed through the City of Buford accounting department and shall allow 15 business days for this processing.

**Catering-**Catering for pre or post performance receptions and/or backstage shall be supplied through an approved caterer of the Buford Community Center, Town Park & Theatre.

**Trash Removal-**Trash produced from set production, costumes, backstage catering, and general production is to be removed by the renter and placed in the appropriate onsite dumpster.

### **Electronic Sign Policy**

#### General Policy

The electronic, multiple message board located at the Buford Community Center at 2200 Buford Highway, shall be maintained for the main purpose of notifying the public of upcoming City sponsored events that are located at the Buford Community Center Town Park & Theatre and as may be required by the Georgia Department of Transportation. The City may list any other events or notifications at the discretion of the City Manager.

#### 1. Theatre Events

Rental events in the Sylvia Beard Theatre shall not be displayed on the message board for more than one day prior to the event and generally listed only on the day(s) of the event. Event listings shall not be guaranteed for any event or for any specified length of time. Such events shall be listed on the message board at the discretion of the BCC Director and will be considered based on content, available space, and availability of the BCC staff for design and implementation. The BCC staff shall design, create, and maintain all aspects of event listings. Event listings shall not contain sponsor logos or other means of advertising a for-profit entity. Priority of announcements and listings shall be given to City sponsored theatre events.

Initials: \_\_\_\_\_

**Presenter/Organization Name:** \_\_\_\_\_

**Presenter Address:** \_\_\_\_\_

**Presenter Phone:** \_\_\_\_\_

**Presenter E-mail:** \_\_\_\_\_

**Name of Performance:** \_\_\_\_\_

**Is the Presenting Organization Non-Profit** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Description of Performance(s) :** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Load In Date and Time:** \_\_\_\_\_

**Performance Dates and Times:** \_\_\_\_\_

\_\_\_\_\_

**Load Out Date and Time:** \_\_\_\_\_

**Total Rental Fee:** \_\_\_\_\_

**BCC Personnel Requested, Dates/Times:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Estimated Cost of Requested Personnel (to be deducted from monies due Presenter):** \_\_\_\_\_

**AGREEMENT**

I have read and understand the above policies and requirements and agree to abide by all policies listed above.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Buford Community Center Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_