



Revised December 12th, 2022

**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. **Theatre rental is for any 12 hour block of time between the hours of 8AM and 11PM.** Rental of the theatre shall not include sole usage of the lobby. The facility lobby shall remain shared space for other events that may be taking place and, as such, rental of the theatre does not guarantee that tables, banners, or other decorations can be placed in the lobby.

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 specified fees.

Rental Fees- 100% of the rental fee is due at the time the rental agreement is signed and prior to marketing and/or ticket sales begin. Weekday rates are Monday through Thursday, weekend rates are Friday through Sunday. Rehearsal 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. Additional hours for sound and light technicians may be added with advance notice at \$40 per hour per technician. Audio Visual equipment may be rented at the rates listed in theatre rental addendum. Fees for all rental equipment shall be due seven (7) days prior to the production.

| | | | Daily Fees |
|------------|--|--|------------------------------------|
| For Profit | | | \$1,750 Weekday \$2,000 Weekend |
| Non-Profit | | | \$1,600 Weekday \$1,750 Weekend |

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Security Deposit- A security deposit in the amount of \$500, in addition to the rental fee, shall be due at the time of contracting. The security deposit shall be used to cover, but not limited to, the following:

- Technician labor fees that exceed the provided 10 hours per day.
- Excessive backstage/dressing room trash and discarded materials.
- Deep cleaning of the backstage areas due to carpet stains, glitter, makeup, etc.
- Damages to any part of the theatre and backstage areas associated with the rental.
- Rentals that exceed the allotted 12 hour rental period.

In the event that there are no labor overages, no damages, and no excessive cleaning is necessary, the security deposit shall be returned to the renter within 30 days of the end of the event.

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 shall 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 as well as all actors, production personnel, staff members, and volunteers that will be onstage or in the backstage areas. 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. **The City of Buford located at 2300 Buford Hwy, Buford, GA 30518 shall be named as an additional insured by the renter's insurance company.**

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 – Concession services are not provided. Renters may not sell or serve food, alcohol, or beverages in the facility with the exception of bottled water.

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 (282 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.

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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 or any damage to same.

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. Alcohol is prohibited backstage. Theatre and Lobby furniture shall not be moved without prior consent from BCC staff.

Personnel-The Buford Community Center, Town Park & Theatre shall provide staffing as requested by the Presenter. Rental fees shall include 10 hours of labor for a lighting technician and sound technician as well as a building supervisor. Additional labor hours may be added as necessary at the rates listed below. **For Sunday rentals, technicians are not available prior to 1PM.** 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 spotlights, unless otherwise agreed to in writing by the City of Buford. BCC personnel shall not provide stage manager or stagehand services. Should additional event staff be needed for ushers, security, or parking, Showpros Event Staffing is the recommended provider. All scheduling and payment for these positions shall be made directly with Showpros.

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 including but not limited to any image or likeness of the Buford Community Center or its premises. The Buford Community Center shall not market performances of rental groups via the BCC website or social media sites unless agreed upon in writing. 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.

Catering- Food service is not allowed in the theatre, theatre hallways, or lobby. Backstage catering for cast and crew shall be provided by an approved caterer of the Buford Community Center or may be self-catered if less than fifty people.

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.

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Force Majeure-The City of Buford shall be excused from liability and any damages or loss suffered by the Renter for the obligations outlined in this agreement due to force majeure which shall include but not limited to acts of God, fire, flood, explosion, earthquake, tornado, or other natural forces, war, civil unrest, accident, pandemic, or other event similar to those enumerated above. The city may only excuse the Renter from obligations in this agreement in the event of force majeure as defined above. The City of Buford retains the right to postpone or cancel events and rental agreements that are determined by staff to be affected by such events in its sole discretion and shall refund deposits and payments for canceled events accordingly.

Sets and Props-Set design, set placement, set building, props, backdrops, rigged/flying set pieces and all other physical assets of the renter are the sole responsibility of the renter. The renter shall take all necessary steps with previously mentioned items to insure the safety and protection of performers, technical personnel, audience members, and the facility. The BCC and City of Buford reserve the right to inspect and require changes to or deny usage of those items listed above for safety concerns but provides no warranty. The City of Buford shall not be responsible for defects, equipment failures, design flaws, or other issues related to the renter's assets that may result in injury or death. Renter shall indemnify and hold the City harmless from any injuries or damages, whether personal or to property, arising from the placement, set building, rigging of props, backdrops, or other assets.

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Theatre Rental Addendum

Additional Fees (Please check all requested items)

- Marley Dance Floor: \$250
- Podium Rental: \$50 (usage is based on availability)
- Tables: \$15 per table (each rental includes two 6 ft tables backstage and one 8 ft table in the lobby)
- Theatre Load-in Day: \$500
- Risers (limited to four 4x4 sections at an 8" height): \$250
- Microphone package (6 total SM58): \$250
- Multiple performance cleaning fee for more than two performances per day (cleaning completed between performances): \$250

Trash Removal: Removal of backstage trash, discarded set/prop pieces, backstage catering, and/or trash from other rented areas of the facility is the responsibility of the renter and shall be done so prior to leaving the facility. Items may be discarded in the facility dumpster located in the top parking lot.

Theatre Load-in Day: Load-in days are only available Monday through Friday during business hours of 8AM to 5PM and subject to theatre availability. Theatre personnel and production are not included in load-in day rentals.

Load-in: Theatre personnel shall not provide support with load-in/load-out of set, equipment, props, etc.

Set Builds and Rigging: Set builds, rigging, backdrops, etc. are the sole responsibility of the renter. BCC shall not provide equipment for sets and rigging nor shall provide assistance with building sets or hanging rigging. Renter assumes all risk for injury or facility damage associated with sets, set pieces, backdrops, and rigging. BCC staff reserves the right to inspect for proper building and rigging processes but provides no guarantees regarding safety of such items. BCC shall provide programming for rigging controls for a que-to-que show.

AV: Projection and audio playback are included in the theatre rental. Renter is responsible for providing playback equipment (i.e. laptop), operator, and appropriate input cable.

Stage Management: BCC personnel shall not provide stage management services.

Stagehand Services: BCC personnel shall not provide stagehand services.

Light Plot: Renters shall have access to the BCC house plot. Any changes or additions to the house plot must be approved by city personnel prior to the rental date.

Catering: Food and non-alcoholic beverages are permitted backstage for artist/crew. Only water is allowed onstage. The renter shall be allowed to provide bottled water to patrons but no other food/beverage is permitted to be served to patrons within the facility or on the facility grounds. Catering for theatre patrons, based on full theatre occupancy, requires rental of the ballroom and use of an approved caterer. No exceptions shall be made to the catering policy.

Tapes/Adhesives: The only tape allowed to be used onstage and backstage is gaffers tape, cloth spike tape, or painters tape. Tapes must be supplied by the renter. All other tapes and adhesives are prohibited from use on walls, floors, etc.

Venue Hours: Theatre rentals are any 12 hour block of time between 8AM-11PM. Technicians shall not be available on Sundays prior to 1PM.

Multiple Performance Cleaning Fee: A cleaning fee of \$250 shall be administered for rental days containing more than two performances. This fee is for cleaning the public restrooms and other public areas of the facility.

Signature of Renter

Date

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 requested 12 hour rental block: _____

Performance Dates and Times: _____

Total Rental Fee: _____

BCC Requested Equipment, Dates/Times: _____

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: _____

COUNTY OF GWINNETT
STATE OF GEORGIA

**CITY OF BUFORD
LIABILITY AND INDEMNIFICATION AGREEMENT**

The undersigned desires to stage a special event and/or utilize City facilities and public property. In consideration of such use, the undersigned expressly assumes any and all risks of injury or death arising from or relating to the activities and use of City property and facilities and waives and releases any and all actions, claims, suits or demands of any kind or nature whatsoever against the City of Buford, its officials, employees, agents, and representatives of any kind (collectively "Releasees") arising from or relating in any way to participation in said event and use of the facilities/premises. I understand that this Liability and Indemnification Agreement means, among other things, that if I am injured or die as a result of my participation in these activities, I, and/or my family or heirs cannot under any circumstances sue Releasees or any of them for damages relating to or caused by my injuries or death.

I agree to indemnify Releasees or any of them, and their subrogees, if any, in the event of any loss, damage or claim arising from or relating in any way to my participation in any of the activities and/or use of City facilities and properties.

I have read this Liability and Indemnification Agreement, have asked and received answers to any questions I had concerning its meaning and execute it freely, without duress, and in full complete understanding of its legal effect, and of the fact that it may affect my legal rights.

Date: _____

Signature: _____

Print Name: _____