



Revised July 19th, 2021

**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 specified deposit fee.

Rental Fees- 50% of the rental fee is due at the time the rental agreement is signed and prior to marketing and/or ticket sales begin. The remaining 50%, as well as any additional fees, is due 90 days prior to the event. 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. 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			\$1,600 Weekday \$1,850 Weekend
Non-Profit			\$1,450 Weekday \$1,600 Weekend

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.

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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.

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 – Renters may request the selling of concessions during their event. The fee for concessions shall be \$150 per performance. 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 (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.

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

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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.

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. 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	\$40/person/hour
Event Staff (Ushers, Security, Parking)	\$25/person/hour
Event Staff Supervisor	\$35/person/hour
Spotlight Operator	\$25/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 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.

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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.

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.

_____ (Initials)

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.

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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: _____

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: _____

Theatre Rental Addendum

Additional Fees

Marley Dance Floor: \$250

Podium Rental: \$50 (usage is based on availability)

Microphone Package (including monitors): \$250 per day

Piano Rental-Yamaha C5 (including one tuning): \$750

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

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) and operator. BCC staff shall provide connection to projector and PA.

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. Gaffers tape must be supplied by the renter. All other tapes and adhesives are prohibited from use on walls, floors, etc.

Gels/Gobos: The theatre maintains a standard stock of light gels and gobos that may be requested for use. Renters are welcome to provide additional gels and gobos if desired.

Risers: Risers must be supplied by the renter or a third-party vendor.

Venue Hours: Theatre rentals are from 8AM-11PM. Technicians shall not be available on Sundays prior to 1PM.

Signature of Renter

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: _____