



**RENTAL CONTRACT for
ACTORS' THEATRE
Santa Cruz**

Revised 6/22/2022

This Contract is between the **Santa Cruz County Actors' Theatre** and _____ entered into on _____, for the rental of the theatre space at 1001 Center Street, Santa Cruz, CA.

Actors' Theatre, herein referred to as "AT," and _____, herein referred to as the "Renter," agree to the following terms and conditions:

AT hereby grants to the Renter use of the facilities as described below for the price and sums stated, on the terms and conditions stated in this contract and the attached Exhibit A "Rental Guidelines and Policies." In the event of any conflict between these documents, this RENTAL CONTRACT shall prevail.

The rented space will be used for a performance or event described/titled as: _____

For a total contract rent of \$_____ due and payable as stated below in Contract Payment Schedule. Times and rental rates of event are as indicated on Exhibit B "Use Schedule" and are hereby incorporated herein.

Term: The duration or the rental period under this contract will be from _____ through and including _____. This will include all time required by the Renter for the conduct of rehearsals and other pre-production matters for which the Renter requires use of the rented facilities. This term also includes all projected time to be required by Renter for removal of all materials associated with the production and restoration of the facilities to their condition at the beginning of this contract.

DEPOSITS

Holds: AT accepts 30 day holds for specific event dates. No deposit is required to hold dates. Dates are reserved by the completion and approval of a Hold Application form. Holds may be renewed for an additional 14 days. Only two holds per event will be allowed. Holds can be challenged as outlined below and in the Rental Guidelines and Policies (Exhibit A). In order to avoid a challenge and finalize a hold to confirm dates a signed contract and contract deposit must be received by AT within the hold period.

Challenge fees: In order to challenge a hold, a \$300 fee is required by credit card or certified check. If a challenge is successful but does not go forward to a signed contract within 30 days, the challenge fee is forfeited. If the challenge is successful the fee is applied to the future rental.

Contract Deposit: A deposit of 50% of the total contract rent is required concurrent with the signed RENTAL CONTRACT.

Cleaning, Removal, Damage and Restoration deposit (“Damage Deposit”): A Damage Deposit of \$250 is due fourteen (14) calendar days before the time of the first scheduled use by Renter. The unused portion of this damage Deposit shall be returned after the final walk through following the last scheduled use by Renter. In the event renter fails to adequately clean, remove what it has installed, repair any damage it caused to the facility and/or restore the facility to condition in which it was received, AT may utilize this Damage Deposit and require additional payment adequate to compensate for renter’s failure(s) in this regard. In the event that any Damage Deposit is used by AT, then AT will provide Renter with an itemized statement of the amount of the Damage Deposit applied and additional payment required. The balance of the Damage Deposit, if any, will be refunded within fourteen (14) business days after the last use by the Renter.

Construction and Maintenance: All construction in or alterations to the facility must be approved in advance by AT. The facility must be left clean and orderly at all times. Props must be stored in the designated area when not in use. The facility must be locked with all lighting and sound equipment locked in the designated area or in the light and sound booth, whenever the facility is empty. The Renter is responsible for all damage to the facility or theatre, caused by, or as a direct result of the rental, by guests, by the public, patrons, staff, crew, and any subcontractors. This specifically includes, but is not limited to, damage to curtains, projectors, screens, maskings, bathrooms, dressing rooms, seats, stage, sound equipment, lighting equipment and furnishings. Renter shall also be responsible for lost revenues due to damage unless waived by AT.

Contract Payment Schedule:

First payment: with return of signed contract: 50% of total contract rent. (If total contract rent is less than \$250, 100% of total contract rent is due with return of signed contract)

Second payment: thirty (30) days before the first scheduled use by Renter: 50% of remaining rental contract amount.

Third payment: the balance of the total contract rent: is due on or before the first scheduled use. All payments are non-refundable unless cancellation is made, in writing, as stated below.

CANCELLATIONS

Holds: If a challenge to the hold date is received, the hold will be cancelled prior to the expiration of the 30 day hold period if Renter is contacted by AT by phone, voice mail or e-mail to the phone number or e-mail address listed below during the 30 day hold period and asked to confirm the hold with a signed contract and 50% deposit. If no such hold confirmation is received within 48 hours from the time of the phone call, voicemail or e-mail message, the hold will be deemed automatically surrendered.

Cancellation by Renter: Cancellation of the contract will occur automatically if any of the following defaults by Renter occur:

- any required contract payment is not paid on time;
- any check is returned for No Sufficient Funds; or

any credit card charge is refused,

Any refund owed to Renter as listed below shall be made as follows:

More than 90 days before the time of the first scheduled use: full refund less a \$200 processing fee.

Between 90 days and 61 days: refund of 50% of deposited contract payment(s).

Between 60 days and 31 days: refund of 25% of deposited contract payment(s)

Between 30 days and scheduled use: forfeiture of all deposited contract payments.

Renter agrees that AT shall have the right to retain in full, all deposited contract payments required by this CONTRACT as **liquidated damages** and reimbursable expenses for cancellation within 30 days of the first scheduled use by Renter.

Cancellation by AT:

No refund cancellation. AT retains the right to cancel this contract by giving written notice at any time to the address listed in the signature section below for any of the following reasons:

Renter's misrepresentation of what is involved in the event;

Renter's failure to timely provide Certificates of Insurance satisfactory to AT for the insurance coverage(s) required by this contract;

Bounced deposit of required contract payments;

Renter's threats of violence or actual violence to AT (including AT's employees, agents or volunteers);

Renter's threats of damage or actual damage to the theatre (including by Renter's employees, volunteers, subcontractors or patrons; or

Renter's breach of the terms and conditions of this RENTAL CONTRACT.

Cancellation by AT for any of the above reasons shall result in the Renter forfeiting all contract payments already made and owing AT the entire amount of the rent specified for the rental of the theatre space at 1001 Center Street, Santa Cruz, CA as if the facility had been used for all dates rented, and whether such rent was paid or unpaid as of the date of cancellation.

Refundable cancellations. AT retains the right to cancel this contract if there is a duly declared local, state or national emergency or *force majeure* (an unexpected and disruptive event) on (or within 14 days prior to) the scheduled event date. If AT exercises its right to cancel under these circumstances, all deposited contract payments made to AT as of the date of cancellation will either be applied to another date acceptable to both AT and Renter or refunded to the Renter.

Support Personnel and Equipment: The Renter must provide any support personnel and any equipment needed and not present at the rented facility.

Box Office: Renter shall provide their own box office services and/or tickets for the event in the theatre which has 88 seats plus a wheelchair area. Renter shall not allow the audience to exceed 90. Renter shall not allow attendance on a Standing Room basis. Renter shall be responsible for collection of all funds in connection with the performance/event and

reimbursement to patrons in the event of cancellation and shall hold harmless and defend AT from any claims from any patron. Renter acknowledges there is no phone service provided in the box office. Renter shall provide cell phones as necessary.

Advertising: Renter shall not publicize the location of any event nor use the Actors' Theatre name unless a signed contract and all required deposits have been received by AT. The name Actors' Theatre shall be used only to identify the location of the Renter's planned event. Renter shall not use or publicize the Actors' Theatre phone numbers and will not in any way communicate or imply that Actors' Theatre is the producing or presenting entity for any event. Renter may post advertising media on the Actors' Theatre bulletin board and kiosk in the lobby of the theatre and AT will post the Renter's event on the theatre website and calendar upon receipt of this Rental Contract signed by Renter and all required deposits.

Intellectual Property: Renter is solely responsible for obtaining the rights to perform, display or otherwise use any copyrighted materials including but not limited to text, recorded music, images, choreography or specific stage direction. AT reserves the right to inspect and/or copy such proof at any time upon request.

Smoking, fire and other safety regulations: Renter agrees that there shall be no smoking in the theatre or building by Renter or its patrons and Renter agrees to enforce all no smoking laws and ordinances. Renter shall not use any dangerous equipment, machinery, bottle and flammable gases or explosive substances. Renter agrees to comply with all fire and other safety regulations under any applicable law or regulation, including but not limited to those set forth by the City of Santa Cruz (including its Fire Marshal) Renter agrees to exercise due care to assure safety at Renter's event(s) including but not limited to assuring that all lights are safely secured and all hanging instruments have adequate safety cables.

Non-competition with Restaurant at Art Center: Other than the sale of intermission concessions and food provided exclusively for the cast and crew for Renter's event(s), Renter agrees that there shall be no food or drinks provided or sold that would in any way compete with the restaurant in the Art Center. Renter is encouraged to work with the restaurant regarding benefits for theatre patrons.

Surrender of premises: Renter agrees to surrender the rented premises and return same to the possession of AT in the condition received, reasonable wear and tear excepted, upon the expiration of the deadline for move out or earlier. Renter agrees to indemnify, hold harmless and defend AT against any claim, demand, loss or liability on account of any article(s), equipment or material left on the premises. AT retains the right to use and/or rent such portions of the facilities as may not be rented under this RENTAL CONTRACT.

Use: The installation or use of any hardware, equipment or device which causes substantial damage to the stage floor is strictly prohibited. Any Renter whose activity AT determines has caused damage to the floor beyond reasonable wear and tear may be required by AT to repair the floor or if AT determines necessary may be required to replace the floor. If reasonably determined necessary by AT, the stage floor shall be repainted by Renter using Kelly Moore Carbon Black paint only.

Renter hereby represents that Renter is knowledgeable as to the proper use of sound and lighting equipment and further acknowledges and agrees that the Actors' Theatre light board and sound equipment and sound patch cannot be altered nor can any equipment additions be made without the express written authorization of AT.

All construction (sanding, sawing, nailing, substantial painting, etc) related to Renter's event shall be done **off-site**. Assembly of the set on stage shall be kept to a strict minimum.

Renter must supply Renter's own consumables including but not limited to gaff, spike or glow tape, tie line and lighting gels.

Renter shall be responsible after each day's use to ensure that: all equipment including dimmer packs are turned off; air conditioning and/or heating is turned off; tech booth window is closed and bolted, all doors allowing access to the theatre areas are closed and locked and all lights in the theatre areas are turned off.

Prior to departure from the Building in which Center State is located, Renter shall make reasonable efforts to determine whether Renter is the last person then remaining in the Building, and if so Renter shall be responsible for the locking of the front and back doors of the Building.

Renter agrees to strictly comply with the following limitations on use of the theatre as required by the terms of the AT lease of the space: *the Premises are to be used for a Live Theatre productions and ancillary activities supporting live theatre performance, and any other similar use allowed by law, and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld. The business conducted by Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of Landlord's Real Property. No use shall be made or permitted to be made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation (including Landlord regulations) affecting the occupancy or use of the Premises, including, but not limited to, laws or regulations relating to the accessibility or usability of the Premises by disabled persons, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the Building or Landlord's Real Property or cause a cancellation of any insurance policy covering the Building or Landlord's Real Property or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, nor shall Tenant allow any use to occur on the Premises that may reasonably be considered offensive, noisy or dangerous to other tenants of the building.*

Indemnification: Renter agrees to indemnify, hold harmless and defend AT and the Art Center Landlord against any and all claims, causes of actions, demands, suits, judgments, awards for personal injury, bodily injury, death, property damage, and losses of any kind arising in connection with or resulting from the Renter's use of the rented premises, (including but not limited to any which may be brought by Renter's employees, agents, patrons, licensees, designers, contractors, subcontractors and any and all third party parties) which arise out of, result from or in any way are connected with Renter's operations on or use of the premises herein or Renter's acts, activities or presence on the rented premises of AT.

Insurance: Renter shall provide proof of commercial general liability insurance and special event insurance for general liability by delivery of Certificates of Insurance reflecting the coverage in the amount of \$1,000,000 Combined Single Limit (CSL) with “Santa Cruz County Actors’ Theatre” listed as additional insured, together with a statement from the insurer showing the policy is in effect. Renter shall also provide a Certificate of Insurance for Worker’s Compensation Insurance in the manner and to the extent required by law. Each required Certificate of Insurance shall be furnished within a reasonable time after the execution of the Rental Contract, but not later than fourteen (14) days prior to the date of the first scheduled use of the theatre by the Renter. If any required Certificate of Insurance is not provided by the deadline, AT retains the right (but shall have no duty) to cancel this RENTAL CONTRACT in accordance with the provision set forth above entitled “Cancellation by AT – No refund cancellation.” Cancellation by AT for this reason shall result in the Renter forfeiting all contract payments already made and owing AT the entire amount of the rent specified for the rental of the theatre space known as Actors’ Theatre, 1001 Center Street, Santa Cruz, CA as if the facility had been used for all dates rented, and whether such rent was paid or unpaid as of the date of cancellation. Renter shall not be entitled to any exception to this requirement.

All required insurance shall be maintained in force for the complete term of this Contract.

If Renter does not possess insurance, please see Rental Manual for insurance option.

Disclaimer: AT hereby disclaims any liability for any personal injury, bodily injury or death occurring during the tenure of the rental by Renter and related to renter’s use of the rented premises. Renter applying for use of AT’s facilities and signing this RENTAL CONTRACT agrees to assume full responsibility for damages to property and all personal injury bodily injury, or death and as between Renter and AT to fully compensate any party entitled thereto for all damages and injuries incurred.

Assignment:

A) Renter may not assign any rights under this CONTRACT nor delegate any duties hereunder, transfer or otherwise encumber any interest in this CONTRACT without the express written consent of AT.

B) Renter agrees not to use the theatre for any purpose other than the event(s) scheduled pursuant to this RENTAL CONTRACT and in no case shall any event or use violate any laws, ordinances or regulations adopted by federal, state or local governments and agencies, or any facility rules and regulations as established by AT.

C) Renter agrees to promptly pay all taxes, license fees and take out all licenses or permits required for the use of the premises by federal, state, or local laws or ordinances and agrees to provide evidence of same promptly when requested by AT.

Signs Publicity and Business Solicitation: Renter shall not, without AT’s prior written consent, place, construct, or maintain on the glass panes and supports of the Premises, or on the doors or exterior walls or roof of the Building, or on any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, logograms, trademarks, descriptive material, or other similar items.

On or about the Premises or the common areas Renter shall not, without AT's prior written consent: place, construct, install, or maintain in, any advertising media, including without limitation, searchlights, any flashing lights, loudspeakers, phonographs, or other similar visual or audio device or media or solicit business, distribute handbills or other advertising or promotional material.

Modification: this RENTAL CONTRACT, and AT's attached Fee Schedule and Rental Guidelines and Policies represent the entire CONTRACT between AT and Renter and any term not expressed herein is not intended to be part of this CONTRACT. This contract may be modified in writing only, signed by authorized representatives of AT and the Renter.

For Actors' Theatre:

For Renter: _____

Signature:

Signature: _____

Name: _____

Name: _____

Title: _____

Address: _____

Phone number: _____

Rental Dates: _____

