

# Rental Agreement

## Centerstage Theatre

198 East Street

Coopersville, MI 49404

Name of Organization ("Lessee"): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

This agreement was entered into on \_\_\_\_\_, \_\_\_\_\_, by and between the Coopersville Area Public Schools ("School District") and the Lessee. In consideration of the mutual covenants contained in this rental agreement, the parties agree as follows:

### Section 1

**Ingress and egress:** Lessee shall have the right of ingress and egress through the halls and corridors of the Centerstage Theatre

**PURPOSE:** Lessee represents that the above-described premises are being rented for the following purpose and activity: \_\_\_\_\_

Lessee further represents that the premises shall be used for no other purpose or activity whatsoever without the written consent of school district endorsed on the Agreement.

### Section 2

**Duration and Term:** This agreement covers the period commencing \_\_\_\_\_

At \_\_\_\_\_ o'clock AM/PM and terminating on \_\_\_\_\_ at \_\_\_\_\_ o'clock AM/PM.

### Section 3

**Rent:** Lessee shall pay to School District for use of the above-described premises and for providing the above-described services and equipment, the following **estimated** sums:

Basic Rental	\$
Lighting System	\$
Audio System	\$
Follow Spot (s)	\$
Technician	\$
Stage Hand (s)	\$
Security	\$
Custodial	\$
Additional Fees:	\$
	\$
	\$
Subtract	(\$200.00 deposit)
TOTAL	\$

Lessee understands and agrees that the above fees are estimated fees that the actual fees may not be determined until completion of the term set forth in Section 2 and that Lessee shall be responsible to School District for the actual fees, rather than the estimated fees. Further Lessee shall pay to School District on demand any sum that may be due to School District for additional services, accommodations or materials furnished or loaned by School District to Lessee. Lessee shall permit School District, in case of Lessee's failure to pay any such sums, to take from any box office receipts or any other advance receipts belonging to Lessee a sufficient amount to secure the School District against loss. The School District reserves the right to request an additional deposit to cover any and all estimated expenses if its officers and or employees deem it necessary to secure the School District against loss.

#### Section 4

**Surrender of Premises:** Lessee shall quit and surrender the above-described premises and all equipment contained on and in the above-described premises to School District at the end of the term of this Rental Agreement in the same condition as at the date of the commencement of this Rental Agreement, ordinary use and wear accepted.

#### Section 5

**Rules and Regulations:** Lessee shall abide by and conform to all rules, policies, and regulations from time-to-time adopted or prescribed by School District for the use, government and management of the facilities. Further, Lessee acknowledges receipt Centerstage Theatre Usage regulations which are hereby incorporated into and made a part of this Agreement.

#### Section 6

**Compliance with Law:** Lessee shall comply with all applicable Local, state of Michigan, and Federal laws. Lessee will obtain and pay for all necessary permits and licensees, including union or trade organization clearances and will not do or suffer to be done anything on the aforementioned premises during the term of the Rental Agreement in violation of any such laws, ordinances, rules or requirements. If the attention of School District is called to any such violation on the part of Lessee or any person employed by or admitted to the aforementioned premises by Lessee, Lessee will immediately desist from and correct or cause to be corrected such violation.

#### Section 7

**Insurance:** Lessee shall provide School District with the insurance identified in the Centerstage Theatre Usage Policy.

#### Section 8

**Defacement:** Lessee shall not injure, nor mar, nor in any manner deface the aforementioned premises or any equipment contained in or on the aforementioned premises, and shall cause or permit anything to be done whereby the aforementioned premises or equipment in or on the premises shall be in any manner injured, marred, or defaced. Lessee will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the building or equipment contained in the building, and will not make or allow to be made any alterations of any kind to the building or equipment contained in the building.

#### Section 9

**Damage to Premises:** A. If the premises, or any part of the building on the premises, or any equipment located on the premises during the term of this Rental Agreement, shall be damaged by the act, default or negligence of Lessee, or of Lessee's agents, employees, patrons, guests, or any person admitted to the premises by Lessee, Lessee will pay the School District upon demand such sum as shall be necessary to restore the premises or equipment contained in or on the premises to their present condition.

B. Lessee assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises by the consent of Lessee or by or with consent of any person acting for or on behalf of Lessee.

#### Section 10

**Loss of Equipment:** All equipment entrusted to the care of Lessee or on the premises during the term of this Rental Agreement, which shall become lost, stolen or disappear, shall be the sole responsibility of Lessee. Lessee shall be responsible to pay full replacement cost to School District.

#### Section 11

**Assignment:** Lessee shall not assign this Rental Agreement without the prior written consent of School District, nor use the premises for a reason other than is specified in this Rental Agreement.

#### Section 12

**Admission Tickets:** Upon the School District's request, Lessee agrees to provide School District free of charge ten (10) admission tickets.

#### Section 13

**Rent Refund:** If Lessee, being entitled to possession under this Agreement, fails for any reason to take possession of the aforementioned premises, no rent refund shall be made and the full rent called for by this agreement, including any disbursements or expenses incurred by School District, shall be payable by Lessee to School District as liquidated damages and not by way of penalty.

#### Section 14

**Evacuation of Building:** School District reserves the right to evacuate the building during any activity in progress when it is deemed necessary for the safety of the general public.

Section 15

**Release of School District:** School District, its Board of Education, individual Board members, officers and employees shall not be responsible for any damage or injury that may happen to Lessee or Lessee's agents, employees or property from any cause whatsoever prior, during or subsequent to the period covered by this agreement. Lessee hereby expressly releases School District from and agrees to indemnify School District against any and all claims for loss, damage or injury, regardless of the identity of the person making the claim.

Section 16

**Payment:** An invoice for fees and services shall be issued by School District and will be paid in full by Lessee within fifteen (30) days of the invoice date by the Lessee or the individual who executed the Application or this Agreement on behalf of Lessee. If the invoice charges as billed are not paid in full by the due date, a late fee of five per cent (5%) of the total charges shall be added and paid by Lessee.

Section 17

**Filing of Documents:** The Two Hundred (\$200.00) Dollar non-refundable deposit and acceptable liability insurance binder and the completed Rental Agreement must be on file in the School District's Centerstage Theatre office within a minimum of thirty (30) days in advance of the initial date the premises are to be used.

Section 18

Lessee understands and agrees that any additional contracts with the School District may not be entered into until all previous bills are paid in full.

Section 19

Lessee understands and agrees to be solely responsible for any copyrighted or royalty payments due in connection with and broadcast, performance, publication of music, or other audio or visual presentations at or arising from Coopersville Center for the Performing Arts.

Other Specific Provisions

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Coopersville Area Public Schools

("School District")

By \_\_\_\_\_

("Lessee")

By \_\_\_\_\_

# Centerstage Theatre

## Use Regulations

It is the philosophy of the Coopersville Area Public Schools that the school facilities have been provided by the citizens of Coopersville for school purposes and for the public when it will not interfere with the regular K-12 programs. Coopersville Center for the Performing Arts use will be governed by Board policy and administered by the Auditorium Director or its designee. The Board reserves the right to accept or reject requests for building and facilities use.

1. **Following is a basic guideline for the booking and scheduling of events in the Centerstage Theatre.**
  - School activities receive first priority.
  - These dates will be determined starting January 1-April 1 of the year preceding usage.
  - Coopersville community groups receive second priority.
  - These dates will be determined starting April 1-June 1 of the year preceding usage.
  - Groups outside of the community receive third priority.
  - Exceptions to this will be repeat groups that have a previous working relationship with the district.
  - These dates will be determined starting June 1 of the year preceding usage.
  - Dates will be booked on a first come first serve basis. Signed and authorized applications, Agreements, and deposits must be on file before a date or dates are secured for outside groups.
  - The theater and associated spaces will not be made available for usage during holidays, holiday vacation periods, spring break or the two (2) weeks prior to the fall opening of the school year.
  - Approval for scheduled use of school facilities will be granted for a period not to exceed one year. Written applications must be made for renewal. Special application must be made for use of school facilities during the summer vacation.

All organizations or groups desiring to use Centerstage Theatre must fill out a **Centerstage Theatre Usage** form, seek the Auditorium Director's approval, and sign an official **Rental Agreement** prior to using the complex. The representative signing the application/rental agreement must be a responsible person who shall be held personally accountable for fulfillment of the terms of the agreement including the conduct and discipline of the patrons, payment of rental fees and payment of damages beyond ordinary wear and tear. This person will be referred to throughout this "usage regulations" as the "Lessee."

## The lessee agrees to abide by the following regulations:

1. The lessee shall complete and sign a *Centerstage Theatre Usage Form* and *Rental Agreement* prior to using the facility.
2. All groups must have a designated, responsible and approved non-student adult in charge who will take responsibility for discipline, protection of school property, etc.
3. Applicants must satisfy the Superintendent, or the Superintendent's representative, that they are responsible persons and officially represent responsible organizations; that they will guarantee orderly behavior, and will underwrite any damage due to their use of the premises and/or will provide a 'General Liability' insurance policy if requested; that their program is of a nature suitable for presentation in a public school; that the activity is lawful, and in conformity with regulations of the Board of Education.
4. Facilities will not be rented for private parties, including receptions and family gatherings. Use of school facilities for other than school purposes shall be limited to educational, cultural, recreational, and entertaining programs.
5. Inaccurate or untruthful statements made in application, or violations of regulations governing building use may place the responsible persons or organizations, or both on an ineligible list.
6. Only the rooms or designated area granted in the original request shall be used.
7. No beverages, food, candy, or other consumables shall be allowed within the auditorium.
8. No alcoholic beverages or illegal (non-prescription) drugs of any kind or nature shall be served, consumed or brought onto school property.
9. Tobacco may only be used in outdoor areas except where prohibited on school property on Saturdays, Sundays, and after 6 p.m. on days during which there are regularly scheduled school hours.
10. Classroom materials and/or equipment are not to be used without prior specific permission, if available.
11. All rooms and areas are to be left in an orderly condition after usage.
12. All money transactions will be handled through the business office.
13. All users shall be financially liable for damage(s) to the facilities and for proper and acceptable supervision.
14. All activities on Monday through Thursday shall terminate by 11:00 PM unless specifically exempted by the theater director.
15. No liability of any kind or nature shall be borne by the district, any employee, officer, agent, and board members individually or collectively, as a consequence of permitting access to this facility or facilities.
16. The Auditorium Director shall assign the number of stagehands and other facility attendants necessary for all events.
17. All electrical and mechanical equipment shall be used and operated only by school personnel or competent designee as approved by the theater director.
18. Disorderly conduct of any kind will be reported to the police and may result in the loss of the privilege to use district facilities.

19. The auditorium manager on duty normally will not open the building until the supervisor for the sponsoring group is on duty. A school employee shall be present at least one half hour before the scheduled use of the facility. He/she shall be responsible for opening and closing the building, heating, lighting, ventilating, and assist in preserving order and preventing damage to school property.
20. Groups renting school facilities shall be required to furnish, in advance, a certificate of liability insurance coverage as stated herein, naming the **Coopersville Area Public Schools** as an additional insured. In addition, the appropriate official of the group/organization shall sign a "Hold Harmless" clause absolving the district of any liability.

Injury or Death Liability	\$1,000,000 per occurrence/day
Property Damage	\$1,000,000 per occurrence/day

Note: The district may require up to \$5,000,000 general liability insurance if deemed necessary.

21. The use of the facilities shall be denied when such use would interfere with necessary repairs or general maintenance.
22. The facility may be rented during the times the auditorium director or designee determines it is available.
23. The theater director, superintendent, or the Board of Education may cancel any rental agreement for misrepresentation and /or violation of policies or the rental agreement.
24. All of these guidelines/regulations shall be incorporated by reference in the rental agreement agreed to and signed by the group/organization.
25. The theater director will determine the number of facility personnel necessary for a given production.
26. The theater director or designee shall be on duty when the auditorium and adjacent areas are used.
27. The use of open flame, such as candles, hand torches, and or pyrotechnics, is strictly prohibited. Fire resistant materials shall be used whenever possible. Nothing shall be done in or on any part of the facility, and nothing shall be brought or kept in the facility which will, in any way, increase conditions of any insurance policy upon the building or any part of the building, or, in any way increase the rate of fire or public liability insurance upon the building or property kept therein, or, in any way conflict with fire department regulations, or with any rules, regulations or ordinances. Any individual using the facility shall not operate any engine or motor or machinery or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes.
28. Sets, props, and/or scenery removal must occur no later than 48 hours after the final performance, or sooner if required by the auditorium director.
29. If an event is canceled due to inclement weather then every possible attempt will be made to reschedule any event thus affected. If the event cannot be rescheduled then any deposits received will be refunded.