

Crowley Rice Theatre Rental Contract/Agreement

Revised 2012

P.O. Box 1463, Crowley, LA 70527-1463 * 323 N Parkerson, Crowley, LA 70526 * (337) 783-0824 – Fax (337) 788-4146

This agreement is made on the day of , 20 , between the City of Crowley; hereinafter called "Lessor", a municipal corporation, domiciled at Post Office Box 1463, Crowley, Louisiana, 70527-1463 and;

First Name	Last Name	Organization	Date - mm/dd/yy
Mailing address	City	State	Zip
Physical Address	E-Mail Address		
Home Phone	Cell Phone	Work Phone	PLEASE PRINT

Hereinafter called "Lessee" for the following Event:
Event Schedule(s)

Rehearsal/set-up	Sun	hrs	Mon	hrs	Tues	hrs	Wed	hrs	Thurs	hrs	Fri	hrs	Sat	hrs	Total hrs
Date(s) mm/dd/yy															
Time(s) am/pm															
Event	Sun	hrs	Mon	hrs	Tues	hrs	Wed	hrs	Thurs	hrs	Fri	hrs	Sat	hrs	Total hrs
Date(s) mm/dd/yy															
Times(s) am/pm															

Lessee agrees to pay the Reserve & Damage deposit at the time and signing of this agreement.

Rental Fee shall be paid in full by this date

Total hours =

Rental Levels		Rental Timetable	Crowley Rice Theatre Rental Fees	x	#	\$	00
For Profit	Out of Area	1 day/night event (10 hrs) rehearsal/set-up per hour per day maximum (4 hrs)	Rental \$800.00 (10 hrs)				00
			Reserve-Damage Deposit \$300.00**				00
			additional event day/night \$300.00 (10 hrs)	x			00
			rehearsal/set-up \$25.00 per hour	x			00
			Total				00
Not-for-Profits, Churches, Schools, Etc	Out of Area	1 day/night event (10 hrs) rehearsal/set-up per hour per day maximum (4 hrs)	Rental \$700.00 (10 hrs)				00
			Reserve-Damage Deposit \$250.00**				00
			additional event day/night \$250.00 (10 hrs)	x			00
			rehearsal/set-up \$25.00 per hour	x			00
			Total				00
For Profit	City of Crowley ~ Acadia Parish	1 day/night event (10 hrs) rehearsal/set-up per hour per day maximum (4 hrs)	Rental \$500.00 (10 hrs)				00
			Reserve-Damage Deposit \$250.00**				00
			additional event day/night \$200.00 (10 hrs)	x			00
			rehearsal/set-up \$10.00 per hour	x			00
			Total				00
Not-for-Profits, Churches, Schools, Etc	City of Crowley ~ Acadia Parish	1 day/night event (10 hrs) rehearsal/set-up per hour per day maximum (4 hrs)	Rental \$400.00 (10 hrs)				00
			Reserve-Damage Deposit \$200.00**				00
			additional event day/night \$100.00 (10 hrs)	x			00
			rehearsal/set-up \$10.00 per hour	x			00
			Total				00
			Less Reserve-Damage Deposit**				00
			TOTAL Rental Fee				00

* The Crowley Rice Theatre Rental Fee - includes: sound, lighting and monitoring equipment, utilities, marquee set-up, concessions if applicable, Annex building, kitchen facilities, folding tables & chairs, clean-up, building maintenance and operator fees and listing on COC Web Site

**Reserve & Damage Deposit refundable after favorable site inspection

***Capacity = Rice Theatre – 548 -- Stage Area – 20 -- Annex - 68

Copy to Lessee - Initial	Date mm/dd/yy

Lessee Agrees to all of the following Crowley Theatre Rental Terms & Conditions:

Lessee must initial all Terms & Conditions

Reserve and Cancellation:

- Reserve-Damage deposit fee must be paid in full upon booking of Rice Theatre.
- Reserve-Damage deposit fee can be carried over for future events within the present calendar year.
- Rental fee for the Rice Theatre must be paid in full thirty (30) days prior to the event(s).
- Check or money order must be made payable to the City of Crowley.
- All fees are non-refundable unless cancelation request is submitted in writing fourteen (14) days prior to event(s).

Security:

- Lessee is responsible for providing and for the payment of adequate security for event(s) as follows:

*Two (2) officers – Theatre detail and Annex detail *Three (3) officers - at the discretion of the Mayor

Lessee shall provide security for all events and crowd control in the form of uniformed off duty officers or auxiliary officers of the City of Crowley as provided for through the Crowley Police Department before the Rice Theatre will be opened for event(s). Any and ALL performances or productions that include minors (18 years of age and under) must be under adult supervision in ALL areas of the Theatre/Annex premises and at ALL times.

Indemnity:

- Lessee shall occupy the leased premises at his/her own risk and shall indemnify Lessor/Owner against any expense, loss cost, damage claim, action of liability paid, suffered or incurred as a result of any breach by Lessee's agent, servants, employees, customers, visitors or licensees of any covenant or condition of this lease contract or as a result of tenant's use of occupancy or the leased premises of the carelessness, negligence or improper conduct of Lessee, its agents servants employees, customers, visitor or licensees.

Insurance:

- Lessee shall provide at the time of signing the Rental Contract/Agreement proof of comprehensive liability and property damage insurance by delivery of Certificates of Insurance reflecting coverage, amounts of coverage, types of insurance, and statement showing the policy is in effect.

Non Profit Organization:

- Lessee requesting Non Profit status shall provide at the time of signing the Rental Contract/Agreement certified proof of non-profit status (IRS or state documentation).

Assignment:

- Lessee must be 21 years of age or older and rental of this facility does not imply or convey ownership to the Lessee. Lessor reserves the right to set policies and procedures for the use of the Rice Theatre/Annex as set forth in this Rental Agreement/Contract and/or at Lessor discretion.
- Lessee may not assign any rights, delegate any duties, transfer and/or otherwise encumber any interest in this agreement without the expressed written consent of Lessor.
- Lessee will not remove any property or equipment of the City of Crowley or the Rice Theatre/Annex from the premises.
- Lessee agrees not to use the Rice Theatre or Annex for any purposes other than the scheduled event(s) and in no case shall any event or use violate any laws, ordinances, or guidelines adopted by Federal, State or Local Governments and Agencies, and all facility rules, regulations and policies as put forth by Lessor.
- Lessee agrees to promptly pay all taxes, license fees and take out all licenses or permits required for the Event(s) or use of the premises by Federal, State or Local laws or ordinances and agrees to provide evidence of same when called upon by Lessor.

Tickets:

- Lessee shall provide and sell tickets for scheduled event(s).
- ALL seats shall be sold or distributed as **RESERVED** seating.
- ALL main floor seating must be sold/filled before balcony seating is sold.
- The Rice Theatre's seating capacity is 548. (Seating chart available)
- **HANDICAP** spaces are **RESERVED** for wheelchair patrons and spouses or attendants **ONLY**. These spaces ARE NOT for general use or sale to ambulatory patrons.

Copy to Lessee - Initial	Date mm/dd/yy

Sound and Lighting:

- Lessee will be responsible for and use only the City approved sound and light technician(s).

Alcoholic Beverages, Smoking, Fire & Safety:

- Lessee agrees that **NO** smoking, tobacco products, beer or alcoholic beverages will be sold and/or consumed on the premises of the Rice Theatre or Annex.
- Events in the Rice Theatre/Annex where alcoholic beverages are to be consumed may be permitted upon submission of written application for consent to the Mayor of the City of Crowley, upon approval; Lessor will issue a written waiver to Lessee.
- Lessee shall not use any dangerous equipment, machinery, bottle and flammable gases or explosives substances without advanced written consent of Lessor.
- Lessee agrees to comply with all Fire and Safety Regulations set forth by the Louisiana State Fire Marshall.

Surrender of Premises:

- Rice Theatre/Annex Rental Contract/Agreement is for ten (10) hours with modifying and/or alteration of hours being agreed upon and stated in Rental Agreement/Contract (page 1). Additional hours may be permitted upon written request to Rice Theatre/Annex representative for approval and additional fees, as applicable, will be charged.
- Rice Theatre/Annex Rental Contract/Agreement promptly ends at MIDNIGHT.
- Lessee agrees to immediately surrender premises if any Terms, Conditions, Regulations and/or Polices of this Contract/Agreement are violated.
- Lessee agrees to surrender the leased premises and return same in the condition received, reasonable wear and tear expected, upon agreed move out time and agrees to be responsible for maintenance and/or replacement of damaged, destroyed or missing equipment or property.
- Lessee agrees to submit any and all set designs, measurements and constructions plans and drawings for stage fourteen (14) days prior to event(s) for approval by Lessor.
- Lessor shall have the right to collect and retain custody of any and all articles, equipment, property or property disposal which is left in the building by Lessee, its patrons or persons.
- Lessee agrees to indemnify and hold harmless Lessor for any loss or liability on account of any articles, equipment or material left or missing from the premises.
- Lessor retains the right to use and/or lease such portions of the facilities as may not be covered by this agreement.

Concessions:

- Concessions will be operated by Lessor.
- No outside food or drink may be sold or consumed in the Rice Theatre.
- Outside food and drink may be consumed but not sold in the Annex.

LESSOR:

LESSEE:

_____/_____/_____
 City of Crowley Representative mm/dd/yy

_____/_____/_____
 Lessee mm/dd/yy

Print

<i>For Office Use Only:</i>			
Theatre Deposit (650-36019)	Cash	Check #	Check Date - mm/dd/yy
Transaction #	Receipt #	Clerk Accepting payment	
Theatre Rental (650-36017)	Cash	Check #	Check Date - mm/dd/yy
Transaction #	Receipt #	Clerk Accepting payment	

<i>For Office Use Only:</i>			
Deposit Refund (650-81947)	Date Submitted	By	To

Copy to Lessee - Initial	Date mm/dd/yy

Crowley Rice Theatre Rental Regulations & Policies

Lessee must initial all Regulations & Policies

- _____ Rice Theatre Rental Contract/Agreement is based on a ten (10) hour period.
 - Rice Theatre/Annex Rental Contract/Agreement promptly ends at MIDNIGHT.
 - Lessee shall occupy the premises for only the hours and times leased for and any changes must be submitted in writing and secure written approval by Lessor and additional fees, as applicable, will be charged.
 - Lessee shall comply with Rice Theatre/Annex building operator(s) request and enforcement of all the Rules, Regulations and Policies of the Rice Theatre/Annex.
 - Lessee may submit written request for exceptions and exclusions to Lessor for consideration and approval by Mayor of City of Crowley
 - Lessee agrees to Seating Capacity and all City, State and Federal Fire Codes, Regulations, Laws, Ordinances, Rules and Guidelines.
 - Capacity = Rice Theatre – 548 -- Stage Area – 20 -- Annex - 68
- _____ Lessee agrees that no cursing, foul or vulgar language will be tolerated and a professional atmosphere will prevail upon any disagreements or disputes in or on the Rice Theatre/Annex premises.
- _____ Lessee agrees to all Alcohol & Tobacco City, State and Federal Laws, Ordinances, Rules, Regulations and Guidelines.
- _____ Lessee agrees that all tickets sold shall be for RESERVED seating and that Handicap spaces are provided for wheelchair patrons and spouses or attendants and are not for general use or sale to ambulatory patrons.
- _____ Lessee agrees to submit any and all set designs, measurements and constructions plans and drawings for stage for approval by Rice Theatre/Annex representative.
 - No set designs are to be constructed any higher than 16 feet from stage floor and exceed weight of 200 pounds.
 - All drops, props and scenics must be flame proof.
- _____ Lessee shall make NO additions or alterations to the premises.
 - Submitted written request(s) by Lessee will be considered.
 - Lessee shall be responsible for the defacing and/or destruction of Rice Theatre/Annex structures, equipment and the premises and/or property.
- _____ Lessee agrees to make no modifications to stage, stage floor, stage doors and/or stage curtains.
 - If any stage modification(s) are needed Lessee is to submit written request and secure written approval by Lessor before modification(s) can be made. There shall be no painting, construction and /or assembly by use of power tools on stage, stage area or theatre, stage floor protection may be required and Lessee agrees to obtain permission from Lessor for any production or set construction and /or assembly on the stage, stage area, Annex or theatre/annex premises and/or property.
- _____ Lessee agrees to obtain permission and approval by Lessor before using any of the following: duct tape, tape (any kind), glue (any kind), glue guns, mounting putty, tacks, push pens, straight pens, nails, staples, paint, spray paint, glitter, feathers, confetti and etc on the premises and/or property.
- _____ Lessee SHALL NOT allow any tampering or adjustments to sound, lighting or monitoring equipment.
 - ONLY Technicians authorized by the City of Crowley will operate or modify any Rice Theatre/Annex sound, lighting or monitoring equipment.
 - ONLY Technicians authorized by the City of Crowley will be allowed access to Rice Theatre/Annex sound, lighting or monitoring equipment or storage areas. Absolutely NO ONE under the age of 18 years will be allowed in sound and/or lighting equipment or storage areas.
 - Submitted written request(s) by Lessee will be considered.
- _____ Lessee will secure adequate and authorized security detail(s) by the City of Crowley Police Dept for ALL leased Event(s) being from when the main entrance doors are unlocked until the main entrance doors are locked.
- _____ Lessee agrees if an attorney is employed to protect any right of the owner arising under Rental Contract/Agreement that Lessee shall pay reasonable attorney's fees incurred by Lessor.

I do understand and agree to comply with ALL Rice Theatre Rental, Regulations and Policies.

X _____ /_____/_____
Lessee Approved mm / dd / yy

Copy to Lessee - Initial	Date mm/dd/yy

Crowley Rice Theatre Marquee & Display Windows

Marquee

- Two (2) sides
- Three (3) lines per side
- Seventeen (17) spaces per line (count letters & space between words)

North Side Marquee

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

X if same as above

South Side Marquee –

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

X _____ /_____/_____
 Lessee Approved mm / dd / yy

Display Windows

- Please bring any advertisements, marketing or promotional materials to the Rice Theatre to be displayed at least one (1) week before Event.
- Two (2) exterior display windows are located on the front of the building.
 North Exterior Display Window – 4’w X 5’h
 South Exterior Display Window – 3’2”w X 5’4”h
- Three (3) interior display windows are located in the lobby area
 Two (2) South Interior Display Windows – 3’8”w X 5’3”h
 One (1) North Interior Display Window – 3’8”w X 5’3”h

**Lessor reserves the right to approve advertisement/announcement contents and/or material displayed on/or in the Crowley Rice Theatre/Annex premises and/or property.*

Copy to Lessee - Initial	Date mm/dd/yy

The Crowley Rice Theatre Check List

- Rice Theatre Rental Contract /Agreement ~ Completed, Signed and Paid
- Rice Theatre Terms and Conditions ~ Read and Initialed
- Rice Theatre Rules, Regulations and Policies ~ Read and Initialed
- Marquee & Display Window Form ~ Completed and Approved
- Rice Theatre Seating Chart ~ Received Copy

<p>Example</p> <p>EVENT</p> <p>Historic Crowley Rice Theatre 323 N Parkerson, Crowley, LA</p> <p><u>Day * Month * Date * Time</u></p> <p>Doors Open at _____ AM/PM</p> <p>Admission per person \$00.00 * Children under ____ \$0.00</p> <p>Row D Seat 6 ***** Row D Seat 6</p>

Crowley Rice Theatre Contact Information:

Charlotte R. Jeffers, TMP
Tourism Coordinator & Rice Theatre Coordinator
P.O. Box 1463
425 North Parkerson Ave
Crowley, LA 70527-1463
charlotte.jeffers@crowley-la.com
337.783.0824 x301
Fax 337.788.4146
www.crowley-la.com

Bonnie Wines – 337.458.0417
Crowley Rice Theatre
323 North Parkerson Ave
Crowley, LA 70526

Thank you for supporting and utilizing the Historic Crowley Rice Theatre.

Copy to Lessee - Initial	Date mm/dd/yy