



Event Rental Agreement

Agreement Definition and Terms:

Lessor: **Theatre South Playhouse**

Lessor Address: 7601 Della Drive Suite 15
Orlando, Florida 32819

Lessee: _____

Lessee Address: _____

Phone: _____

Email: _____

Event Date: _____

Term (Days and Times): _____

Description of Event : _____

Facility to be Rented: _____ Studio _____ Theater _____ Music Room

Number of Guests Expected: _____

Special Needs: _____

Rental Fees _____

Deposit: _____

Balance: _____ Due Date: _____

Initials: _____

Lessee

Lessor

Rental Fees:

Dance Studio Rental: \$85/hour

Theatre Rental: \$200/hour (*3 hour minimum*)

Music Room Rental: \$30/hour (*1 hour minimum*)

Cleaning Fee: \$100 (*required for Dance Studio or Theater Rental*)

Tables: \$25/per table

Chairs: \$2.50/per chair

Sound System: \$115/per event (*includes 2 wireless microphones*)

Additional Microphones: \$45 each/per event

Lighting System: \$85/per event

TSP Staff: \$35/per hour (*required for any rental in studio or theater*)

For use of Lighting or Sound- a TSP TECH is required: \$50 per hour

Podium: \$50/per event

Projector: \$50/per event

Agreement:

THIS AGREEMENT, entered into the **Date of Event** between Theatre South Playhouse, Lessor and Lessee:

WITNESSTH, that Lessor does this day lease to Lessee, and said Lessee does take as temporary tenant the **facility specified**, to be used and occupied by Lessees only, for the **Term** of agreement subject to the provisions therein contained beginning the **Date of Commencement** and for the agreed **Rental Amount** payable before the duration of this agreement.

DEPOSIT: A cash deposit in the sum of \$ 500 is hereby deposited with the Lessor or his agent to secure the specific facility for the dates and times specified. This deposit is non- refundable unless booking is cancelled 30 days prior to the event.

The following stipulations and conditions are made a part of this Agreement and the Lessee does hereby agree to abide by them.

1. **TENANT RESPONSIBILITIES:** The Lessee shall be responsible for all equipment furnished by the lessor for event plus the interior and exterior including but not limited to lawn, landscaping, driveways, parking lots, plumbing, plumbing fixtures, electrical, heating units and air conditioners. Furthermore Lessee will clean facility and/or facilities and surrounding parking area after use, *Food trash must be removed from the facility immediately following your rental.*
2. **ASSIGNMENT:** This agreement shall not be assigned nor space subleased in any part without the expressed written consent of the Lessor. Initials:

Lessee

Lessor

3. **PERSONAL PROPERTY DAMAGE:** All personal property moved to the premises shall be at the risk of the Lessee or the owner thereof, and Lessor shall not be liable for any damage to said property for whatever reason.

4. **COLLECTION COSTS:** If the Lessor takes any action to enforce any covenant of this Agreement, or for breach of any covenant herein, Lessee agrees to pay all costs, including reasonable attorney fees, incurred by Lessor in pursuing such action.

5. **ACCEPTANCE OF PREMISES:** Lessee hereby accepts the premises in its current condition and agrees to maintain said premises in good condition throughout the duration of this Agreement. a) The Lessee shall reimburse Lessor for all loss, damage, and expense, including a reasonable attorney's fee, which may suffer during use of said facility.

6. **IDEMNIFICATION OF LESSOR:** Lessor and agent shall not be liable for any loss, injury, death, or damage to the persons or property which at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the demised premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above. Lessee shall indemnify Lessor against all claims, liability, loss, or damage

whatsoever including any damages, claims, liens, judgments, expenses, and costs arising under any present or future law, statute, or ordinance of the State of Florida of other governmental authority having jurisdiction of the premises by reason of any storage, use or giving away of alcoholic beverages on or from the premises. Further, Lessor will not be responsible for any damages to Lessee's property related to internal plumbing or electrical wiring, as the use and maintenance of these are the sole responsibility of the Lessee.

7. **BAD CHECKS:** A fifty-dollar (\$50) penalty will be applied, in addition to other appropriate late penalties, for any check returned by the bank for insufficient funds.

8. **TERMINATION WITHOUT CAUSE:** Either party may terminate this agreement without cause with thirty days written notice.

Initials: _____
 Lessee Lessor

9. ENTIRE AGREEMENT: Lessor and Lessee agree that this expressed (written) agreement is complete and that no additions or changes shall be recognized without an expressed addendum to this agreement signed by both parties. It is further understood that should a portion of this agreement be found by a court of law to be defective, the remainder of the agreement will remain valid and in full force.

10. Performance Rights and Licenses: Tenant shall have or obtain, prior to any event, all necessary performing rights licenses, and Tenant shall make all performance payments required to be made by such licenses directly to the licensing organization(s). Landlord, nor any of its officers, employees, or assigns shall have any responsibilities to any performing rights licensing organizations for the Tenant's performances during any such event. Tenant shall secure at least one (1) week prior to each event any and all consents, licenses, certificates and/or permits as may be required for any performances under this Agreement and for the use of any motion picture, television, radio, broadcasting, or recording or other machines or equipment in connection therewith, including but not limited to such consents, licenses, certificates and/or permits as may be required for compliance with all laws relating to the employment of minors, in the event any minor is scheduled to appear at any

performance, and Tenant will do all other acts necessary on the part of the Company to comply with all laws, ordinances, orders and requirements of all Federal, state, and municipal governments and appropriate departments, commissions, boards and officers thereof applicable to the Facility for each event, rehearsal, and performance.

11. Insurance: Tenant must provide a Certificate of Insurance for general liability naming Theatre South Playhouse, Inc., as additional insured for limits of liability no less than one million dollars (\$1,000,000) per occurrence, with an effective date including the Rental Date of this agreement. All such insurance shall be in such form, in such amounts, and with such companies as are acceptable to Landlord in its reasonable discretion. Required proof of insurance is due to the Landlord not less than two (2) weeks prior to the Rental Date.

Initials: _____
 Lessee Lessor

Tenant shall also provide an Employer's Identification number and evidence of coverage for Workers' Compensation insurance for its employees. Tenant agrees that failure to provide such documentation shall not exempt the Tenant from any and all responsibility to its employees and assigns regarding workers' compensation claims, and Tenant agrees to indemnify and hold harmless the Landlord and Facility, along with its personnel and assigns, for any injury or claim to workers' compensation benefits by any of its employees or assigns. Failure to provide evidence of, or failure to maintain, these insurances may result in immediate termination of this Agreement.

12. Public Safety: Tenant shall not encumber or obstruct any traffic access area, including sidewalks in front of or on any side of the Facility, its stairs, lobbies, or audience chambers, nor shall Tenant permit the same to be obstructed or encumbered in any manner. Tenant further agrees not to bring onto the premises any materials, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior written approval of the Landlord. Landlord shall have the right to refuse to allow such materials, substances, equipment, or objects to be brought on premises and shall have further right to require the removal thereof from the premises. All sets, costumes, props, lighting equipment, and any other

materials used by the Tenant must conform to all existing fire and safety codes. Any provisions of the fire prevention code, which prohibits smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases, or compounds must be observed. No activities in violation of Federal, state, or municipal laws, ordinances, codes, orders, and requirements shall be permitted in or about the Facility, and Landlord shall have the responsibility to enforce these provisions.

Initials: _____
 Lessee Lessor

13. Tobacco, Alcohol, and Controlled Substances: Tenant acknowledges that the Facility is a smoke-free building, and pledges to ensure that its artists, employees, assigns, and guests adhere to this policy at all times that such person are on Facility premises. Tenant acknowledges that the sale of alcohol within the Facility is expressly prohibited without a valid license from the State of Florida along with appropriate liability insurance. Tenant may not accept donations in lieu of payment for alcohol. Finally, Tenant agrees to ensure to the best of its ability that its artists, employees, assigns, and guests will neither bring nor use on Facility premises any controlled or illegal substance.

14. Advertising and Promotion: Tenant will be responsible for the preparation, placement, and cost of all publicity involving the Event, and will refer to the Event as being at **Theatre South Playhouse**. Promotion of an event shall not be allowed until a fully executed Agreement is returned to the Landlord. Tenant agrees that all advertising appearing in or presented by way of newspapers, radio, telephone, posters, heralds, flyers, brochures, etc., will contain a correct telephone number where the public can call to get accurate program information.

15. Posters, Photographs, and Signage: Tenant will not be allowed to mount posters or other advertising signage on the Facility premises without approval of the Landlord. Tenant understands that areas for such signage will be extremely limited. Display time and method of fastening, attaching, or adhering will be at the discretion of the Landlord, and length of display may not extend for the entire Rental Date affected by this agreement.

16. **Objectionable Material:** Should the Event contain any materials that may be viewed by any segment of the community as being morally objectionable, Landlord reserves the right to require of the Tenant inclusion in all advertising of a phrase, acceptable to the Landlord, which alerts the potential ticket buyer to the nature of the theme or actions.

Initials: _____

 Lessee Lessor

Fees

Rental \$200/hour x _____ hours = \$_____

Cleaning Fee \$100/per event = \$100.00

TSP Staff \$35/hour x _____ hours = \$ _____

TSP TECH \$50/Hour x hours = \$

Lighting \$85/per event = \$85.00

Sound \$115/per event = \$115.00

Other: _____ = _____

Total =

Deposit = \$500.00

Balance = _____

Balance Due Date:

IN WITNESS WHEREOF, the parties hereto execute this Agreement for the purpose herein expressed, the day and year above so written.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

BY: Theatre South Playhouse Agent

BY: LESSEE

