

RENTAL AGREEMENT

Renter: _____
 Contact: _____
 Address: _____
 Phone: _____
 Today's Date: _____
 Event: _____
 Venue(s): **Edgerton Center for the Performing Arts, Sacred Heart University**
 Date(s): _____
 Hours of usage: _____
 Event's start: _____

1. RENTAL OF VENUE

Under the terms and conditions set forth in this Agreement, Sacred Heart University/Edgerton Center for the Performing Arts (SHU/EDGERTON CENTER) grants Renter the non-assignable right to occupy and use the venue(s) and/or area(s) stated above, only on those dates and during those hours set forth above, and only for the following specified purposes:

Use for any other purpose or event not described in this Agreement is prohibited without first obtaining the written consent of the University.

2. RENTAL FEES AND COSTS

The **non-profit** Rental Fee for the Edgerton Center for the Performing Arts is \$1,250.00 per performance day and \$625.00 per rehearsal day. *Renter must supply SHU/EDGERTON CENTER a copy of the IRS Letter of Determination as a non profit entity upon signing of this agreement.*

The total Rental Fee for your event is:	\$0, 000.00
The Estimate of Costs for services to be provided and/or equipment rented is:	\$0, 000.00

TOTAL ESTIMATED COSTS: (Rental Fee + Estimate of Costs)	\$0,000.00
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A **NON-REFUNDABLE RENTAL FEE DEPOSIT** (50% of the of the total Rental Fee) shall be paid in full upon Renter's signing this agreement and returning it to SHU/EDGERTON CENTER for counter-signature

Payment schedule

Deposit Due:	\$	Upon Signature of this Agreement
Final Payment:	\$	(Date)
Insurance Certificate		Two weeks prior to event date.

Please make all checks payable to: Sacred Heart University

The Event may be canceled by SHU/EDGERTON CENTER and the Rental Fee Deposit forfeited without recourse of any type against SHU/EDGERTON CENTER, if the Estimate of Costs and final Rental Fee payment is not paid on or before the date specified above. Any additional costs above the Estimate of Costs for which Renter is responsible under this Agreement will be invoiced and must be paid by Renter upon receipt. *If Renter has sufficient box office revenue to cover the Estimate of Costs, SHU/EDGERTON CENTER may at its option retain and apply these funds to satisfy Renter's obligations and/or any outstanding invoices.* If the Event's actual costs are less than the Estimate of Costs previously paid by Renter, SHU/EDGERTON CENTER will issue Renter a refund.

Until this signed Agreement and accompanying rental fee are received by SHU/EDGERTON CENTER, and this Agreement has been counter-signed by SHU/EDGERTON CENTER, SHU/EDGERTON CENTER shall have no obligation to reserve the date(s) requested by Renter, and may withdraw this offer of rental at any time for any reason.

3. INSURANCE REQUIREMENTS

Renter must present a certificate of insurance complying with the requirements of this section to SHU/EDGERTON CENTER at the same time as Renter pays the Estimate of Costs. If the certificate of insurance is not presented at this time, SHU/EDGERTON CENTER shall have the right to terminate this Agreement, and retain any rental fee paid by Renter without recourse of any type against SHU/EDGERTON CENTER. Alternatively, SHU/EDGERTON CENTER, at its option, may insure the event under its own liability insurance policy, at Renter's sole cost and expense. The certificate of insurance provided to SHU/EDGERTON CENTER by Renter must be issued by an insurer duly licensed and operating in the State of Connecticut and must be in a format satisfactory to SHU/EDGERTON CENTER.

The certificate of insurance shall confirm that Renter is covered by, and SHU/EDGERTON CENTER and its officers, directors, employees, agents and contractors are named as additional insured parties under, an insurance policy which shall remain in full force and effect during the entire time of use and occupancy of the venue by Renter, and which shall provide the following coverages:

Public liability insurance in general liability form covering:

- a) Bodily injury liability with a minimum coverage of one million dollars (\$1,000,000) for injury or death per occurrence.
- b) Property damage liability in the amount of one million dollars (\$1,000,000) for each occurrence.
- c) General Aggregate liability with a minimum coverage of two million dollars (\$2,000,000) for injury or death per occurrence.

Renter will not do, or permit to be done, anything in or upon any portion of SHU/EDGERTON CENTER's premises which will in any way conflict with the conditions of, or result in a denial of coverage under, any such insurance policy, or which will in any way increase any rate of insurance of SHU/EDGERTON CENTER.

Renter shall indemnify and hold harmless SHU/EDGERTON CENTER and its officers, directors, employees, contractors and agents against any and all claims, and causes or action, damages, costs and liabilities in law, in equity, of every kind and nature whatsoever, directly or indirectly arising out of Renter's use or occupation of the Venue or caused by Renter or any of its officers, employees, agents, guests, patrons or invitees. Renter agrees, at its sole cost and expense, to defend any and all suits, actions or other legal proceedings which may be brought against SHU/EDGERTON CENTER, its officers, directors, employees, contractors or agents on account of any such claim, demand, or cause or action, further agrees to pay for any and all damages to the SHU/EDGERTON CENTER's premises caused by Renter, its officers, agents, employees, guests, patrons or invitees, as well as any and all legal fees incurred by SHU/EDGERTON CENTER in enforcing this obligation.

Notwithstanding anything contained herein to the contrary, Renter shall indemnify and hold harmless Sacred Heart University, Incorporated, its Board of Trustees, its officers, agents employees and students from any and all claims, liabilities, losses, damages, liens, and expenses including, without limitation, reasonable attorney's fees, in any way relating to or arising directly or indirectly from negligent acts or omissions of Renter), its agents or employees.

The indemnity and hold harmless provisions herein include reasonable attorney's fees for enforcement thereof.

4. ADVERTISING AND PUBLICITY

Renter understands and agrees that:

- a. SHU/EDGERTON CENTER has no obligation to assist in any media advertising for the Event.
- b. Renter is solely responsible for all of its advertising and publicity costs.
- c. Renter may insert fliers in the playbill for one show only, to be determined at SHU/EDGERTON CENTER's discretion.
- d. Promotional materials (i.e., fliers or posters) may be hung at the applicable Venue, or placed on the SHU/EDGERTON CENTER "FYI" table, with prior permission of SHU/EDGERTON CENTER's Theatre Director. All such materials (as well as media advertising) are subject to SHU/EDGERTON CENTER's prior review and approval. SHU/EDGERTON CENTER may edit or modify all printed or radio or television matter to protect its interest as owner of the Venue.
- e. Renter shall not injure, mar, or in any way deface said premises and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred or defaced and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.

5. BOX OFFICE AND TICKETING INFORMATION

If tickets are being issued for the Event, Renter agrees as follows:

- a. Renter must use SHU/EDGERTON CENTER's box office services.
- b. SHU/EDGERTON CENTER retains sole and exclusive control and supervision over the box office and its personnel.
- c. Ticket will go on sale 48 hours after SHU/EDGERTON CENTER receives the Rental Fee and this signed Agreement.
- d. Renter will follow the attached format for ticket printing and choose only one seating/price determination. All tickets must clearly indicate the Event name, Event start time, ticket price and Venue. In addition, tickets must clearly name Renter as the producer or presenter of the Event.

- e. SHU/EDGERTON CENTER reserves the right to hold 6 tickets without cost for its own use or distribution, for locations to be selected by SHU/EDGERTON CENTER. If these tickets are unused by SHU/EDGERTON CENTER, they will go on sale 24 hours before the event.
 - f. Renter is responsible for the payment of all taxes or other charges imposed on ticket sales or theatre admissions by any tax or governmental authority, and will indemnify and hold SHU/EDGERTON CENTER harmless from and against any liability for such taxes or charges including reasonable attorney's fees related thereto.
 - g. Renter shall comply with all statutes and applicable laws regarding the sale of tickets and shall maintain accurate records of sales and receipts.
 - h. All complimentary tickets will be clearly marked as such.
 - i. Tickets pulls, i.e., Renter taking tickets without paying for them, for sale by Renter to private groups, clubs, friends, etc. are prohibited without SHU/EDGERTON CENTER's prior approval.
 - j. Renter will be assessed a printing charge for all returned pulls, i.e., tickets pulled by Renter which remain unsold.
 - k. Renter may have one representative in the box office on performance night, subject to the prior approval of SHU/EDGERTON CENTER's Theatre Director. The Box Office will close 30 minutes after curtain up unless other arrangement has been made.
 - l. If audience members request a refund because (i) a performance is cancelled; (ii) advertised performers do not actually participate in the performance, or (iii) for other reasons constituting "good cause" in SHU/EDGERTON CENTER's sole discretion, SHU/EDGERTON CENTER may refund the full purchase price for tickets sold through its box office without recourse of any type.
 - m. When tickets have been purchased by charge card and merchandise or services are not provided as advertised by Renter, Renter will be responsible for all amounts charged to SHU/EDGERTON CENTER by the applicable credit card company(s). Such charges will be recouped by SHU/EDGERTON CENTER from box office revenue, or if such revenue is insufficient, will be invoiced to Renter. **Current credit card Merchant Processing Fees and all other Box Office Service Fees are charged at a rate between 4.1% and 4.8% of sales, depending on type of transactions.**
 - n. There will be a \$2.50 per order Mailing Charge for all tickets mailed to customers. This charge is automatically added to all phone order ticket prices that are mailed. The Edgerton Center for the Performing Arts retains this charge for shipping and handling.
 - o. SHU/EDGERTON CENTER will hold (and has a consensual lien on) all box office receipts and use these funds to satisfy any outstanding debt owed to it pertaining to the Event. A final settlement statement will be sent to Renter with an invoice stating either a balance due SHU/EDGERTON CENTER, or a balance due Renter. If the latter, the statement will be accompanied by remittance of net box office revenue due Renter.
 - p. All bank card charges and ticket selling service charges for credit card sales, refunds, and other customary box office expenses charges will be itemized on the box office statement and deducted from box office revenue due Renter. Please inquire with the Theatre Manager for a full schedule of current customary box office deductible charges.
 - q. Box Office settlement checks are issued by Sacred Heart University within 30 days of the event.
- 6. HOUSE** -Renter shall fully comply with the following House Rules and Regulations
- a. All house staff, including but not limited to, House Manager or Assistant House Manager, Events Manager, ushers – when required, custodial staff and security, fire marshal, etc. shall be furnished by SHU/EDGERTON CENTER and paid for by Renter at prevailing rates. In addition, the House Manager may require additional support from Renter's staff or SHU/EDGERTON CENTER staff, at Renter's expense, to ensure safety or where circumstances otherwise warrant in SHU/EDGERTON CENTER's

- sole discretion. Renter may use its own unarmed security personnel, with prior SHU/EDGERTON CENTER approval, at Renter's sole cost and expense. Special instructions for VIP seating, walk-ins, late comers, special holds, etc. may be arranged in advance with the Theatre Director or House Manager.
- b. Renter shall strictly comply with all local fire and police regulations, including but not limited to occupancy limits. No cameras, sound, light, or any other equipment may be placed so as to block aisles or obstruct patrons in rows of seats, except with the loss of adjacent seating as required by fire regulations. If it is imperative for Renter to block seating with equipment, this may only be done with notice to the appropriate City of Fairfield authorities, and the hiring of additional public safety personnel at Renter's expense, to ensure patron safety. In no event shall Renter block fire exits.
 - c. There shall be no photographing, filming, video taping, or audio recording of the Event without SHU/EDGERTON CENTER's and, if applicable, artist approval. Any such authorized recording may result in additional costs to Renter.
 - d. All play bills or stuffers must be at the theatre 2 hours prior to curtain.
 - e. All children's' shows with large group sales which use buses to transport the audience or performers may need the assistance of the Fairfield Police and/or additional Public Safety Officers. SHU/EDGERTON CENTER's Theatre Director or House Manager will advise and have final authority to hire the necessary personnel, at Renter's expense, to ensure safety.
 - f. All caterers retained by Renter shall be subject to SHU/EDGERTON CENTER approval. All equipment deliveries and pick-ups must be arranged with the Theatre Director or his designated representative. All caterers must show a certificate of insurance (acceptable to SHU/EDGERTON CENTER) to SHU/EDGERTON CENTER's Theatre Director or the House Manager. All caterers must comply with SHU/EDGERTON CENTER's delivery, set up, staff, operation and clean up requirements and with all recycling laws. Renter shall be responsible for any and all costs incurred by SHU/EDGERTON CENTER as a result of a caterer's failure to comply with any of the foregoing requirements.
 - g. Smoking is not permitted in the theater or lobbies and only in designated areas outside. NO BALLOONS ARE ALLOWED IN THE THEATRE AT ANY TIME.
 - h. Renter may not SELL OR OFFER alcoholic beverages for any event.
 - i. SHU/EDGERTON CENTER reserves the sole and exclusive right to sell concession items (soda, coffee, cookies etc.) within the Venue.
 - j. Renter may sell boutique items, raffle tickets, or similar merchandizing items for fund raising purposes subject to SHU/EDGERTON CENTER's approval as to the items to be sold and Renter's compliance with House rules as to location, staffing, set-up, etc. SHU/EDGERTON CENTER will be paid a **commission of 10% of Renter's gross receipts** from such sales.

7. TECHNICAL STAFF/EQUIPMENT

- a. Renter acknowledges that Renter has inspected the Venue and found it to be adequate for the planned event, in terms of occupancy limits, layout and available facilities and equipment.
- b. Renter may rent equipment from SHU/EDGERTON CENTER, for a nominal charge. Any such rental arrangements, including the rental charges, shall be made by Renter with SHU/EDGERTON CENTER in advance. The equipment rental fee will be itemized on the final settlement.
- c. Renter is solely responsible for full compliance with any and all contractual commitments entered into by Renter with outside vendors and/or performing artists, including with respect to artist's technical rider(s).
- d. All hospitality will be purchased by Renter and staffed by SHU/EDGERTON CENTER personnel.
- e. All parking requirements for unloading and loading, buses, trucks, VIP parking etc. will be arranged in advance with the Rental Manager. Renter will be responsible for any additional costs associated with such parking or loading and unloading arrangements.
- f. All stagehands shall be furnished by SHU/EDGERTON CENTER. SHU/EDGERTON CENTER

stagehands will unload, set up, rehearse, run, maintain, strike, and load any and all equipment, or any event-related items. Renter will be responsible for all stagehand charges, a breakdown of which will appear on the final settlement. The SHU/EDGERTON CENTER Production Manager, Technical Director or House Stagehand will review Renter's needs with Renter in advance.

- g. Production Manager/Technical Director furnished by SHU/EDGERTON CENTER must be present whenever stagehands are on a call, and/or the facilities are in use. Renter will be responsible for all Production Manager charges, a breakdown of which will appear on the final settlement.
- h. Each performance, rehearsal, audition, or meeting on stage must have a SHU/EDGERTON CENTER representative on site. Renter will be responsible for all these payroll charges, a breakdown of which will appear on the final settlement. Renter agrees that if renter engages or retains its own Technical staff, stagehands, stage manager, etc. SHU/EDGERTON CENTER's prior approval must be obtained.

8. TERMINATION

- a. If Renter cancels the Event, Renter shall forfeit all rental fees paid to SHU/EDGERTON CENTER without recourse to SHU/EDGERTON CENTER of any type. A delay in the scheduled start of the Event of more than one hour shall constitute a cancellation by Renter.
- b. SHU/EDGERTON CENTER may terminate this agreement without cause 45 days before the advertised Event Date. SHU/EDGERTON CENTER's liability to Renter in the event of such a termination shall be limited to refund of any Rental Fee, Estimate of Costs and ticket receipts that SHU/EDGERTON CENTER has collected.
- c. In addition to any other legal or contractual remedies which SHU/EDGERTON CENTER may have, SHU/EDGERTON CENTER will have the right upon forty-eight (48) hours notice to Renter to terminate this Agreement in the event that (i) Renter breaches any of the terms, provisions, covenants or conditions of this Agreement, or (ii) SHU/EDGERTON CENTER, in its sole discretion, determines that the event may expose SHU/EDGERTON CENTER to liability for damages, fines, penalties, revocation of license or any legal action of any kind or proceeding by reason of copyright infringement or otherwise. In addition to its other available legal remedies, a violation by Renter of any of its material obligations under this Agreement shall entitle SHU/EDGERTON CENTER to retain all monies paid to SHU/EDGERTON CENTER by Renter as liquidated damages.

9. UNFORSEEN EVENTS

- a. Should the Venue be rendered unusable or unsuitable for the Event due to occurrences beyond SHU/EDGERTON CENTER's control, this Agreement shall terminate and the Renter shall be responsible for paying only that portion of the Rental Fee and Estimate of Costs for the Venue attributed to the use of the Venue by Renter, if any, prior to such termination. If Renter has not made any use of the Venue prior to such occurrence, SHU/EDGERTON CENTER's liability to Renter shall be limited to refund of any Rental Fee, Estimate of Costs and ticket receipts that SHU/EDGERTON CENTER has collected, less expenses incurred by SHU/EDGERTON CENTER in connection with the Event up to that point. SHU/EDGERTON CENTER shall not be responsible for any losses or damages of any type to Renter in the event of such occurrence.
- b. SHU/EDGERTON CENTER shall not be obliged to perform any term or condition of this Agreement if such performance is prevented by: Act of God, War, acts or public authority, labor disputes, national or local calamity or emergency, fire or any other cause beyond SHU/EDGERTON CENTER's reasonable control. "Labor dispute" will be deemed to include strikes, lockouts or

picketing of the venue by representatives of any labor union having or claiming to have jurisdiction. In the event of any such occurrence which prevents the use of the Venue by Renter, SHU/EDGERTON CENTER's liability to Renter shall be limited to refund of any Rental Fee, Estimate of Costs and ticket receipts that SHU/EDGERTON CENTER has collected, less expenses incurred by SHU/EDGERTON CENTER in connection with the Event up to that point.

10. SAFETY RULES AND REGULATIONS

- a. No flammable or combustible materials shall be brought into SHU/EDGERTON CENTER's premises, without SHU/EDGERTON CENTER's prior approval. All materials used on stage must be resistant or flame retardant and in accordance with local and state fire regulations.
- b. No pyrotechnic devices shall be used without SHU/EDGERTON CENTER's prior approval. If such approval is granted, it shall be the responsibility of the Renter to apply for, receive, pay for and show proof that all local, state, and federal fire and safety codes have been complied with. All costs for additional safety or other personnel needed in connection with use of such devices shall be borne by Renter.
- c. No sidewalks, doors, passages or ways of access shall be obstructed by Renter.
- d. Renter shall be responsible for all extra personnel and other costs needed in SHU/EDGERTON CENTER's discretion to ensure the safe operation of the Event.
- e. Safety regulations shall be in accordance with university, local municipal and state regulations. The Venue shall at all times be under the control of SHU/EDGERTON CENTER. SHU/EDGERTON CENTER shall have the right to take whatever steps it deems necessary to safeguard its buildings, and the safety of audience, staff, and performers. SHU/EDGERTON CENTER's designated representative(s) shall have the right to enter any part of the Venue at any time to ensure that Renter is complying with the terms and conditions of this Agreement. The cost of any extra or unusual safety measures deemed necessary by SHU/EDGERTON CENTER in connection with the event shall be borne by Renter.
- f. Sound levels must be in adherence with university, local municipal and state regulations. SHU/EDGERTON CENTER reserves the right to require the lowering of sound levels deemed unacceptable by the house and technical staff monitoring the performance.

11. MISCELLANEOUS

- a. Renter may not engage any third parties to perform services normally provided by SHU/EDGERTON CENTER, nor may Renter assign any of its obligations under this Agreement to other organizations/persons without SHU/EDGERTON CENTER's prior written approval.
- b. Renter shall be responsible for obtaining all required licenses or other permissions and for paying all costs arising from the use of copyrighted materials used in connection with the Event. Renter agrees to indemnify and hold harmless SHU/EDGERTON CENTER, its officers, directors, employees and agents from all damages, costs and expenses (including attorney's fees) on or account of any claims of infringement upon the literary or other rights of any person, firm or corporation.
- c. Renter shall not represent itself, directly or indirectly, as being affiliated with SHU/EDGERTON CENTER or to imply that the event is being produced, presented or sponsored by SHU/EDGERTON CENTER. The parties are not agents or joint venturers, and neither shall have the right to enter into binding commitments on behalf of the other.
- d. Renter acknowledges that SHU/EDGERTON CENTER has not made or caused to be made any representation of any nature whatsoever in connection with this Agreement except as stated herein. SHU/EDGERTON CENTER has not promised any availability or provision of any services or facilities not specifically set forth in this Agreement. No term, provision, or condition or this

Agreement may be altered or added except upon the execution of a written amendment in the same manner as this Agreement.

- e. SHU/EDGERTON CENTER may in its discretion require satisfactory proof from Renter prior to the Event that Renter has paid in full any artist(s) scheduled to perform in connection with the Event.
- f. Renter agrees not to discriminate in any manner on the basis of sex, race, creed, age, color, national origin, religious belief, and disability.
- g. This agreement shall be governed by the courts of Connecticut and construed in accordance with the laws of Connecticut.
- h. It is understood and agreed that the Renter, its agents, employees, guests sand patrons will be subject to all University traffic and parking regulations existing on the date of this agreement. SHU/EDGERTON CENTER is not responsible for and assumes no liability for damage resulting from vehicular accidents, theft from vehicles, ticketing or towing of illegally parked vehicles of any private vehicle parked in the parking lots.
- i. Renter acknowledges that other areas of the university may be open to staff and the public while the university is open.
- j. Renter shall not assign any right or interest in this Agreement without the express written consent of SHU/SCPA and any attempted assignment shall be wholly void, and absolutely ineffective for all purposes.
- k. The agreement to rent the allocated Venue does not imply that Sacred Heart University endorses the Renter's causes, beliefs or actions.
- l. This agreement supersedes any and all discussions between the parties. There are no other agreements concerning the subject matter of this agreement between the parties hereof.

**FOR SACRED HEART UNIVERSITY/
EDGERTON PERFORMING ARTS CENTER**

Gerald A. Goehring
Executive Director

Signature

Date

FOR RENTER:

Print Name

Signature

Date