

RENTAL AGREEMENT

RENTAL AGREEMENT BETWEEN SACRED HEART UNIVERSITY/ EDGERTON CENTER FOR THE PERFORMING ARTS AND:

Renter: XXXXX
Contact: XXXXX
Address: XXXXX
Phone: XXXXX
Today's Date: XXXXX
Event: XXXXX
Venue(s): Edgerton Center for the Arts
Date(s): XXXXX
Hours of usage: XXXXX
Event's start: XXXXX

1. RENTAL OF VENUE

Under the terms and conditions set forth in this Agreement, Sacred Heart University/Edgerton Center for the Performing Arts (SHU/ECPA) 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:

2. RENTAL FEES AND COSTS

Fifty Percent (50%) of the total rental fee due (\$X,XXX) **NON-REFUNDABLE RENTAL FEE** of \$XXX shall be paid in full no later than **XXXXXXXX**.

The estimate of **costs for services** to be provided or equipment rented to Renter is \$X,XXX.XX, excluding the Rental Fee ("Estimate of Costs"). TOTAL ESTIMATED COSTS (Rental Fee + Estimate of Costs).FOR THE EVENT ARE: \$X,XXX.XX

The Estimate of Services and remaining Final Rent together of \$X,XXX.XX is payable in full on or before: XXXXXXXX.

The Event may be canceled by SHU/ECPA and the Rental Fee forfeited, if the Estimate of Costs 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/ECPA 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/ECPA will issue Renter a refund.

Until this signed Agreement and accompanying rental fee are received by SHU/ECPA, and this Agreement has been counter-signed by SHU/ECPA, SHU/ECPA 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/ECPA at the same time as Renter pays the Estimate of Costs. If the certificate of insurance is not presented at this time, SHU/ECPA shall have the right to terminate this Agreement, and retain any rental fee paid by Renter. Alternatively, SHU/ECPA, 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/ECPA 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/ECPA.

The certificate of insurance shall confirm that Renter is covered by, and SHU/ECPA 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 two million dollars (\$2,000,000) for injury or death per occurrence.
- b) Property damage liability in the amount of one million dollars (\$1,000,000) for each occurrence.

Renter will not do, or permit to be done, anything in or upon any portion of SHU/ECPA'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/ECPA.

Renter shall indemnify and hold harmless SHU/ECPA 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/ECPA, 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/ECPA's premises caused by Renter, its officers, agents, employees, guests, patrons or invitees, as well as any and all legal fees incurred by

SHU/ECPA in enforcing this obligation.

Notwithstanding anything contained herein to the contrary, Achyuta S. Nidadavolu shall indemnify and hold harmless Sacred Heart University, 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 Achyuta S. Nidadavolu), its agents or employees.

4. ADVERTISING AND PUBLICITY

Renter understands and agrees that:

- a. SHU/ECPA 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/ECPA's discretion.
- d. Promotional materials (*i.e.*, fliers or posters) may be hung at the applicable Venue, or placed on the SHU/ECPA "FYI" table, with prior permission of SHU/ECPA's Theatre Director. All such materials (as well as media advertising) are subject to SHU/ECPA's **prior** review and approval. SHU/ECPA may edit or modify all printed or radio or television matter to protect its interest as owner of the Venue.

5. BOX OFFICE AND TICKETING INFORMATION

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

- a. Renter must use SHU/ECPA's box office services.
- b. SHU/ECPA retains sole and exclusive control and supervision over the box office and its personnel.
- c. Ticket will go on sale 48 hours after SHU/ECPA receives the Rental Fee and this signed Agreement along with pricing points for building the show in the ticketing system.
- d. Renter will follow the ECPA 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/ECPA reserves the right to hold 6 tickets without cost for its own use or distribution, for locations to be selected by SHU/ECPA. If these tickets are unused by SHU/ECPA, 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/ECPA harmless from and against any liability for such taxes or charges.

- 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/ECPA'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/ECPA'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/ECPA's sole discretion, SHU/ECPA may refund the full purchase price for tickets sold through its box office.
 - 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/ECPA by the applicable credit card company(s). Such charges will be recouped by SHU/ECPA from box office revenue, or if such revenue is insufficient, will be invoiced to Renter.
 - 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..
 - o. SHU/ECPA will hold 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/ECPA, 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 for credit card sales will be itemized on the box office statement and deducted from box office revenue due Renter. Current fee is 2.7% of all credit card sales.
- 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/ECPA and paid for by Renter at prevailing rates. In addition, the House Manager may require additional support from Renter's staff or SHU/ECPA staff, at Renter's expense, to ensure safety or where circumstances otherwise warrant in SHU/ECPA's sole discretion. Renter may use its own security personnel, with prior SHU/ECPA 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 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/ECPA'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 in the appropriate venue 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/ECPA'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/ECPA 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/ECPA) to SHU/ECPA's Theatre Director or the House Manager. All caterers must comply with SHU/ECPA'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/ECPA 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.
- h. Renter may not SELL alcoholic beverages for any event.
- i. **SHU/ECPA 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/ECPA's approval as to the items to be sold and Renter's compliance with House rules as to location, staffing, set-up, etc. SHU/ECPA will be paid **a commission of 20% 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/ECPA, for a nominal charge. Any such rental arrangements, including the rental charges, shall be made by Renter with SHU/ECPA 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/ECPA 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 work under the jurisdiction of IATSE Local 109 and shall be furnished by SHU/ECPA, in accordance with the applicable union contract. SHU/ECPA 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. As the stagehands' work rules can be very complex, the SHU/ECPA Production Manager or House Stagehand will review Renter's needs with Renter in advance.
- g. Production Manager furnished by SHU/ECPA 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/ECPA 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/ECPA's prior approval must be obtained.

8. TERMINATION

- a. If Renter cancels the Event, Renter shall forfeit all rental fees paid to SHU/ECPA. A delay in the scheduled start of the Event of more than one hour shall constitute a cancellation by Renter.
- b. SHU/ECPA may terminate this agreement without cause 45 days before the advertised Event Date. SHU/ECPA'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/ECPA has collected.
- c. In addition to any other legal or contractual remedies which SHU/ECPA may have, SHU/ECPA 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/ECPA, in its sole discretion, determines that the event may subject SHU/ECPA to liability for damages, fines, penalties, revocation of license or any other legal action 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/ECPA to retain all monies paid to SHU/ECPA 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/ECPA'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/ECPA's liability to Renter shall be limited to refund of any Rental Fee, Estimate of Costs and ticket receipts that SHU/ECPA has collected, less expenses incurred by SHU/ECPA in connection with the Event up to that point. SHU/ECPA shall not be responsible for any losses or other damages to Renter in the event of such occurrence.
- b. SHU/ECPA 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/ECPA'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/ECPA's liability to Renter shall be limited to refund of any Rental Fee, Estimate of Costs and ticket receipts that SHU/ECPA has collected, less expenses incurred by SHU/ECPA 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/ECPA's premises, without SHU/ECPA's prior approval. All materials used on stage must be resistant or flame retardant.
- b. No pyrotechnic devices shall be used without SHU/ECPA'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/ECPA's' discretion to ensure the safe operation of the Event.
- e. The Venue shall at all times be under the control of SHU/ECPA. SHU/ECPA shall have the right to take whatever steps it deems necessary to safeguard its buildings, and the safety of audience, staff, and performers. SHU/ECPA'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/ECPA in connection with the event shall be borne by Renter.

11. MISCELLANEOUS

- a. Renter may not engage any third parties to perform services normally provided by SHU/ECPA, nor may Renter assign any of its obligations under this Agreement to other organizations/persons without SHU/ECPA’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/ECPA, 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/ECPA or to imply that the event is being produced, presented or sponsored by SHU/ECPA. 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/ECPA has not made or caused to be made any representation of any nature whatsoever in connection with this Agreement except as stated herein. SHU/ECPA has not promised any availability or provision of any services or facilities not specifically set forth in this Agreement. No term, provision, or condition of this Agreement may be altered or added except upon the execution of a written amendment in the same manner as this Agreement.
- e. SHU/ECPA 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.

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

FOR RENTER:

Gerald A. Goehring
Executive Director

Print Name

Signature

Signature

Date

Date