

NISWONGER

PERFORMING ARTS CENTER OF NORTHWEST OHIO

RENTAL CONTRACT AND CONDITIONS

A Use Agreement is made this _____ day of _____, 20____ between The Van Wert Area Performing Arts Foundation, Inc., an Ohio non-profit corporation, hereafter referred to as VWAPAF, as Lessor, and _____ hereafter referred to as the Licensee, for use of space and services in the Niswonger Performing Arts Center of Northwest Ohio (NPAC) as outlined below and set forth with the following conditions.

The Niswonger Performing Arts Center of Northwest Ohio with Stage, Dressing Rooms, Green Room, Lobby, Promenades, Music Practice Rooms, or Lecture Hall, or Grand Lobby, and all public spaces will be set aside for the Licensee to use in presenting on this (these) date(s):

Music Hall, Stage, Dressing Rooms, Green Room, Grand Lobby, Scene Shop, Drama Storage Room, and Music Practice Rooms:

Day _____ Month _____ Year _____ Time _____

Lecture Hall and Grand Lobby:

Day _____ Month _____ Year _____ Time _____

Grand Lobby Only:

Day _____ Month _____ Year _____ Time _____

Rehearsal(s) for the above performance(s) will take place at the following times and dates. Any additional hours used will be billed and included in an itemized invoice to be sent to the Licensee by VWAPAF following the final performance at a rate specified on p. 6 Rates & Conditions, minimum charge of one (1) hour.

Rehearsal Date(s) and Time(s):

Day _____ Month _____ Year _____ Time _____

Also need HS Band & Choir Rooms when available on Fri. & Sat.? YES NO

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HOUSE RULES

No food or beverages of any kind will be permitted to be brought into NPAC by the Licensee of any of the Licensee's guests or invitees from the outside without the special permission of VWAPAF, and VWAPAF reserves the right to make a charge for the service of such beverages. (OK in Grand Lobby and Green Room) PH

No food or beverages of any kind will be permitted in the Van Wert County Foundation Saltzgaber Music Hall (auditorium) under any circumstances. (PLEASE HELP US BY MAKING PERIODIC ANNOUNCEMENTS FROM THE STAGE!) No food or beverages shall be permitted backstage, in the dressing rooms, or green room, except as agreed in writing before the rental dates.

Food or beverages will be permitted in the Lecture Hall and Grand Lobby as authorized by the President of VWAPAF.

Licensee agrees to begin its function promptly on the scheduled time and agree to have its guest, invitees and other persons vacate the designated function space at the closing hour indicated. The Licensee further agrees to reimburse VWAPAF for any overtime wage payments or other expenses incurred by VWAPAF because of Licensee's failure to comply with these regulations.

VWAPAF reserves the right to exclude or reject any and all objectionable persons from the function, or VWAPAF premises, without liability.

Licensee assumes responsibility for any and all damages caused by it or any of its guests, invitees or any other persons attending the function, whether in rooms reserved, or in any other part of VWAPAF.

It is understood that Licensee will conduct its function in an orderly and respectful manner, and in full compliance with the rules of VWAPAF management and with the City of Van Wert laws, ordinances and regulations, and the Van Wert City School Board of Education policies.

Licensee agrees not to put up any displays within the facility without the written permission of VWAPAF.

VWAPAF reserves the right to sell food concessions for any and all events taking place at the center.

In the event of breach of this agreement by Licensee, VWAPAF reserves the right to cancel same without notice, and without liability to VWAPAF. The amount paid by Licensee for use of space shall be retained by VWAPAF as and for liquidated damages; but this shall not preclude VWAPAF from recovering its actual damages sustained by reason of any breach thereof.

This agreement is contingent upon the ability of VWAPAF to perform the same, and is subject to accidents or other causes beyond its control; and in such event, VWAPAF shall not be liable beyond the amount paid for the use of the room(s) herein reserved. If the room(s) reserved herein cannot be made available to the Licensee for causes beyond control of VWAPAF, VWAPAF reserves the right to substitute similar or comparable accommodations for the function, which substitution shall be deemed by Licensee as full performance under this agreement.

All federal, state, and municipal taxes applicable to this function shall be paid for separately by the Licensee in addition to the prices herein agree upon.

This agreement is not assignable.

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SAFETY AND SECURITY

The facility will be secure at all times. No one will be allowed in the building without VWAPAF approval and supervision.

Smoking and the use of tobacco products in the building, parking lots or upon the Van Wert School campus is prohibited.

All State of Ohio and City of Van Wert fire and safety regulations will be observed. This means NO PARKING in the grass areas along the drives.

Firearms are prohibited in all buildings. All 'prop' weapons must be approved by management. The House will be notified whenever weapon fire will be used in a production.

No pyrotechnic or smoke effect will be permitted without the prior approval of VWAPAF management (Tech. Director) and/or the City of Van Wert Fire Marshall at the discretion of the Lessor.

Neither VWAPAF nor any Licensee will permit obstructions to any exits, stairways, hallways or utilities inside the building or driveways outside the building.

Animals, other than Seeing Eye dogs will not be allowed in the building. Animals used on stage must have prior consent from management.

VWAPAF lighting, sound, audio-visual, rigging, and stage equipment will be secured and only operated under the direction and supervision of the VWAPAF Technical Director.

VWAPAF has no full time medical personnel on the premises. All VWAPAF employees and volunteers will be trained on emergency procedures.

Buses will load, unload and park only in designated areas, not in the front entrance.

The facilities are a place of public accommodation and are accessible to disabled persons in compliance with the ADA. No one, including Licensee, shall render the facilities inaccessible to the disabled or cause the facility to be out of compliance with the ADA.

VWAPAF prohibits the consumption of alcohol or the use of non-legal drugs or controlled substances anywhere upon the Performing Arts Center premises or property.

VWAPAF reserves the right to require the Licensee to pay for adequate security before, during, and after performances. VWAPAF has its own safety personnel, which might be used as a first priority. The fee for this will be calculated at the time of contract.

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HOUSE MANAGEMENT

The VWAPAF President or a designated House Manager will be on site and responsible for the operation of the facility during all public access events other than Van Wert City School events.

The Music Hall will normally open one-half hour prior to the scheduled performances. All set-up and sound checks must be completed by this time. VWAPAF and Licensee may mutually agree on different times for the opening of the building and Music Hall or performing area. Lobby doors typically open one hour before scheduled event.

VWAPAF assumes no responsibility for valuables left in dressing rooms or any part of the facility. If items are found, they will be left at the box office and held for 7 days.

Decorations and signs may not be placed in the building without approval of VWAPAF management and then, only in designated areas.

All event patrons, employees, volunteers and Licensee personnel will be informed that cameras or recording devices of any kind are prohibited during all performances. Exceptions require VWAPAF management approval.

All cell phones, pagers, and other electronic devices must be turned off or put in silent mode.

Seating of latecomers, curtain delays, intermission times, interruption and cancellation of performance due to emergency conditions will be at the discretion of the House Manager or according to the Licensee contract.

Volunteers, ushers, service personnel, and vendors will be under the supervision and directions of the House Manager during the period when patrons are in the building.

Children under the age of five and infants in arms are discouraged from being seated in the auditorium. The President or House Manager may make exceptions to this on a per event basis. IE: children's productions.

Abusive use of "seat-saving" will be discouraged by ushers and House Manager for all general seating events.

The Licensee will not leave its merchandise tables unattended before, during or after the event. Use of volunteers for this service must be coordinated with the VWAPAF management. VWAPAF does not accept responsibility for the Licensee's lobby or house items.

TICKETING AND BOX OFFICE

- All telephone ticket sales will be billed to a credit card. Tickets will not be held on a reservation only basis.
- All sales are final. No cancellations or refunds will be issued.
- Every patron requires a seat. No children will be permitted on a person's lap in lieu of purchasing a separate ticket.
- The Box Office Manager will resolve all ticketing disputes.
- The Licensee must have a representative available to the box office at least 90 minutes prior to curtain to address problems or questions.
- Only box office personnel, VWAPAF management and the Licensee's representative will be allowed in the box office.
- VWAPAF adheres strongly to a no tipping policy for any services it provides.

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RATES AND CONDITIONS

VAN WERT COUNTY FOUNDATION SALTZGABER MUSIC HALL

For-Profit Organization:

\$1,400.00 + \$300.00 cleaning fee in addition to any miscellaneous charges

Additional consecutive day(s): \$700.00 + \$300.00 cleaning fee

Above assumes an 8 hour occupancy period

Extra hours will be billed at \$175.00 per hour

Personnel fees @ \$18/hr.

Not-For-Profit Organization:

\$900.00 + \$300.00 cleaning fee in addition to any miscellaneous charges

Additional consecutive day(s): \$450.00 + \$300.00 cleaning fee

Above assumes an 8 hour occupancy period

Extra hours will be billed at \$150.00 per hour

Personnel fees @ \$18/hr.

Security Deposit (50%): \$_____

BMI, ASCAP, SESAC licensing fee: \$_____ charge

Seating: _____ out of 1,200

FIRST FEDERAL SAVINGS AND LOAN LECTURE HALL

For Profit Organization:

\$600.00 + \$200.00 cleaning fee in addition to any miscellaneous charges

Above assumes an 8 hour occupancy period

Extra hours will be billed at \$150.00 per hour

Additional consecutive day(s): \$400 + \$200.00 cleaning fee

Not-For-Profit Organization:

\$400.00 + \$200.00 cleaning fee in addition to any miscellaneous charges

Above assumes an 8 hour occupancy period

Extra hours will be billed at \$100.00 per hour

Additional consecutive day(s): \$250 + \$150.00 cleaning fee

Security Deposit (50%): \$_____

Seating: _____ out of 175

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VAN WERT FEDERAL SAVINGS BANK GRAND LOBBY

For Profit Organization:

\$450.00 + \$200.00 cleaning fee in addition to any miscellaneous charges

Above assumes an 8 hour occupancy period

Extra hours will be billed at \$100.00 per hour

Additional consecutive day(s): \$300 + \$200.00 cleaning fee

Not-For-Profit Organization:

\$350.00 + \$200.00 cleaning fee in addition to any miscellaneous charges

Above assumes an 8 hour occupancy period

Extra hours will be billed at \$100.00 per hour

Additional consecutive day(s): \$250 + \$200.00 cleaning fee

Security Deposit: \$_____

Seating: _____ out of 200

SERVICES AND EQUIPMENT PROVIDED

- VWAPAF will provide as part of the base charge, at its own expense, unless notated:
- All utilities including heating/cooling/electric
- Up to two NPAC staff (A personnel fee will be calculated for time outside of normal work hours and/or ticketed events and added to the contract. \$18/hr.)
- House Theatrical lighting system. All lighting must be discussed with the Technical Director previous to load-in date, with plenty of time to meet your needs.
- House Audio System. Technical Director works with all aspects of audio, except in circumstances when a knowledgeable, professional Audio Engineer is provided. All sound requirements must be discussed with the NPAC Technical Director in advance of show date.
- NPAC Technical Director at all times supervises and has final say on all NPAC equipment and its use.
- Available dressing rooms (men and women; additional areas if needed).
- All other expenses incurred by VWAPAF will be accordingly billed to User, including any other personnel. Prior to incurring any special or unusual expenses of a substantial nature, VWAPAF Director and/or staff will confer with the user.
- Available and stocked restrooms.
- Up to five 8' folding tables. Chairs are negotiable and may be available with advance notification.

Additional Equipment Request

Chairs and music stands are available if needed at no additional cost.

How many chairs _____? Stands_____?

NPAC owns and houses a 9' Baldwin Concert Grand Piano and artist bench. It is available for a \$100 usage fee per day. Tunings are set up by the House Management and will be billed at current rate.

Will you need it? Yes_____ No_____

Advertising your event on outside LED sign for a \$100 fee?

Yes_____ No_____

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Ticketing Information

Will tickets be sold as part of this event?

Yes _____ No _____

Would you like NPAC box office to sell tickets for you?

Yes _____ No _____

Will this event be general admission or reserved seating _____?

There will be a personnel fee for box office time of setting up a reserved seating chart in the system.

There is a \$1.25 per ticket fee for tickets printed and sold by NPAC Box Office. There is an additional \$2.00 on-line usage fee.

House Manager and VWAPAF Ushers

VWAPAF will provide a House Manager for your event. His/her time will be calculated at the current personnel fee rate of \$18/hr. This person will contact the NPAC ushers and handle all aspects of traffic flow one hour prior to, during, and after the show. This person is also responsible for overseeing any emergency situations that may arise, as well as assisting patrons with any problems they may have the day of the performance.

Liability Insurance

Licensee agrees to provide single limit public event liability insurance policy which Licensee is named as insured in the amount of one million dollars (\$1,000,000) covering bodily injury, including death, and property damage, and shall provide a copy of the certificate of insurance as proof to VWAPAF no later than ten (10) days prior to the contracted event. For any use having employees on the premises working – they must show proof of workman's compensation insurance at the same time.

Public Safety and Indemnity

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify, defend and hold harmless VWAPAF from all demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons or property damage or loss by VWAPAF, Licensee or any persons, whosoever caused, during the period in which this contract covers the use of the stated space, or occurring as a result of the use of such space during the agreed period.

Damage to VWAPAF

Licensee shall be responsible for the payment of any and all damages to the building, furnishings, fixtures, equipment, or grounds, whether caused by User or his patrons; normal wear and tear excluded. Payment for repair of damage to the premises shall be at the expense of the Licensee.

Technical Requirement

The Facility Use Application Form should include all technical requirements, plans, ideas, and program content pertaining to the event. All equipment brought in by the Licensee will be inspected by the Technical Director for possible safety violations; the Technical Director will have the final approval and authority for the use of such equipment. Technical information from the producer to the Technical Director shall be firsthand.

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Concession Sales

It is the policy of NPAC to permit the sale of souvenir programs, records, books, or any related merchandise commonly sold or dispensed. Those items may be sold from two to three tables provided in the main floor lobby. If such items are sold, house commission is 15%, payable at the end of the event.

Donations

No collection for donations, whether from charity or otherwise, shall be made, attempted, or announced on the premises without prior approval by the Director.

Seating Capacity

Persons will not be permitted inside the Theatre, Lecture Hall or Grand Lobby in excess of the established seating capacity. No additional chairs may be placed in the Theatre, lecture hall, hallways, aisles, or any other portion of NPAC open to the public. No standing room may be utilized, nor is anyone permitted to sit in the aisles or other parts of the Music Hall or Lecture Hall. The Director may be present to see that these guidelines and rules are carried out, and the Director has the undisputed authority to delay the start of any performance, or if need be, to stop it at any time if any infractions of these rules are apparent. The Licensee's acceptance of this contract will be understood as evidence of a willingness to subscribe to these rules.

Control of Building

VWAPAF shall be at all times under the control of the Director and his/her authorized representative or subordinates; specifically, for the backstage area, the Technical director; and for the front of the house, the House Manager. The right is reserved at all times for any and all employees of VWAPAF so designated to enter the premises. The house is not opened, nor does an event begin, without the expressed permission of the Director or Technical Director (in the Director's absence).

Recording

Licensee agrees that no recording, visual or audio, of any kind will be made of the event covered by this contract without prior written approval from the Director. VWAPAF has the right to record any event solely for VWAPAF's records. This regulation applies to devices such as and including tape recorders, cameras, video cameras, and the like.

Default

Should the Licensee default in the performance of any of the terms and conditions of this contract, the Director, at his option may terminate the same. Any deposit made by the Licensee to VWAPAF shall be retained and considered as liquidated damages.

Copyright License

The securing and payment of the copyright license fee(s) are the responsibility of the Licensee. The Licensee will deliver proof of copyright license to VWAPAF ten (10) days prior to the event. In addition, Licensee agrees to defend, indemnify, and hold harmless VWAPAF against all claims, demands, costs, and expenses that VWAPAF may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the event(s) described in paragraph 1. Failure to provide such proof may result in the cancellation of this contract with no penalty to VWAPAF.

Additional Regulations

VWAPAF reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of VWAPAF; and such regulations shall be binding upon the Licensee. All Licensees shall comply with the laws of the United States and the State of Ohio and with all ordinances, rules and regulations of the City of Van Wert and VWAPAF. Violation by the Licensee will result in the cancellation of this contract.

Although the VWAPAF provides house management, Lessor agrees to help police its people, including workers and patrons, to adhere with the terms of this contract. Any grievous violations could result in termination of future events by the Lessor at the NPAC.

The VWAPAF appreciates the opportunity to provide the NPAC for your event and wishes you the very best!

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APPLICATION

Date of Application: _____

Name of Group/Organization: _____

Purpose of Organization: _____

For-profit organization: _____ Not-for-profit organization: _____

Purpose of requesting the facility:

Person responsible for the event

Name: _____

Address: _____

Day Phone: _____ Evening Phone: _____

Cell Phone: _____ Email address: _____

Date(s) of event: _____

Start time of event: _____ End time of event: _____

Move-in period shall begin at _____ AM/PM on _____, 2014

Move-out completed by _____ AM/PM on _____, 2014

Additional Terms and Conditions of Use Agreement:

Fees:

Licencee agrees to pay: Rental Fees: _____ (extra hours to be added if needed)

Cleaning Fees: _____

Personnel Fees: _____

Misc. Fees: _____

Total Amount: _____

Deposit: Licensee agrees to pay _____ (1/2) as deposit with the return of this signed/dated contract, which will be applied toward use charge in final billing. No advertising of date or event can take place until contract has been signed by both parties.

Complete payment is due 30 minutes prior to time of performance.

I agree to the terms and fees listed in this contract.

Authorized Licensee Signature

Authorized Lessor (VWAPAF) Signature