

PARK PERFORMING ARTS CENTER, INC.  
560 32nd Street Union City, NJ 07087  
Phone: (201) 865-6980 Fax: (201) 865-5339

**LEASE OR RENTAL CONTRACT**

This contractual lease or rental agreement is made between the Park Performing Arts Center, Inc. and \_\_\_\_\_ on this day \_\_\_\_\_.

The Park Performing Arts Center, Inc., herein referred to as the Lessor, or PPAC, and \_\_\_\_\_, herein referred to as the Lessee, agree to the following terms and conditions of this contract.

Lessor agrees to the use of the following facilities of the Park Performing Arts Center, Inc.: **Main Stage, dressing rooms and public areas**, for the purpose(s) of:

\_\_\_\_\_

on the date(s) of \_\_\_\_\_ from 4 pm to 11:50 p.m. (or as otherwise arranged).

(ending at 11:59 pm on stated date of performance, if you are covered by our insurance.)

Lessee agrees that rental of said facilities includes only the designated areas of space described above. PPAC excludes the use of all other areas of the Theatre building including, but not limited to, The Gallery, offices and the third floor.

**Lessor retention of House Seats**

Lessor reserves the rights to the exclusive use of 13 "House Seats" designated as row L, numbers 101 through 113, per performance to be used solely at Lessor's discretion without compensation to the Lessee. If using reserved seating, the Lessee is responsible for notifying their ticket printer/agency concerning these seats. Lessor will release unused "House Seats" to the Lessee no later than 24 hours prior to each performance, with the exception of 2 seats which may be released to the Lessee at the scheduled performance time, solely at the discretion of the Lessor.

**Intellectual Property**

Lessee is solely responsible for obtaining the rights to perform, display or otherwise use any copyrighted materials including but not limited to text, recorded music, images, choreography or specific stage direction.

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### FEES AND REQUIRED EXPENSES

The Lessee is obligated to pay the rental fee of **\$2,200** . This basic rental fee is due upon the signing of this contract and is not refundable in any way. This basic fee covers up to eight hours in the Theatre on the performance day. **This contract will not be considered to be in effect until the deposit is received.**

The additional hours on performance day at \$150/ hour, set-up/rehearsal days at \$100/hour, the required expenses listed below, according to the schedule provided by producer of the event, and a \$600 bond deposit for over rental time, crew, staff and/or damages must be paid by Fifteen days prior to the event.

The \$600 bond deposit will be refunded should no overtime and or damages be assessed.

The required expense estimate will be prepared after consultation with the Lessee based on the following schedule of fees.

**See attached sample estimate – actual fees will be dependant on your needs**

___ <b>Technical Director</b>	<b>\$25/hr* (at all times) (Mandatory)</b>
___ <b>Stage hands</b>	<b>\$22hr* (stage, sound, electrician, boards op, as needed*)</b>
___ <b>House Manager</b>	<b>\$22/hr* (front of house load in, event, load out) (Mandatory)</b>
___ <b>Ushers</b>	<b>\$13/hr* (5 minimum, 8 for reserved seating)</b>
___ <b>Box Office</b>	<b>\$17/hr* (as requested)</b>
___ <b>Cleaning</b>	<b>\$250/performance (Mandatory)</b>
___ <b>Insurance</b>	<b>\$400/per 24 hrs. until 11:59 pm, or provide copy of coverage.</b>
___ <b>Optional: spotlight</b>	<b>\$150/day, operator \$ 22/hr.,</b>
___ <b>Security and/or Police</b>	<b>(needed for some events at PPAC's discretion)</b>

\*All labor positions are billed by the hour with a minimum of four hours per call.

Additional technical and front-of-house support may be necessary as determined by the Theater Manager, or can be made available upon request of Lessee, at an additional cost to the Lessee as explained in the above Fee and Required Expenses information. Security may also be necessary as determined by the Theater Manager.

In the event of any delay by the Lessee that leads to an extension of time, beyond the time period agreed upon in this contract, the Lessee agrees to pay an additional fee of **\$150.00 per hour**. This fee is not prorated.

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### PAYMENT INFORMATION

All payments for rental of PPAC facilities must be made in US dollars.

Forms of payment accepted are cash, check, MasterCard, Visa, and American Express.

Checks are made payable to: Park Performing Arts Center.

### CANCELLATION

If a producer cancels more than 3 months before the scheduled event, the producer will receive a full refund less a \$200 service charge. There is no refund for events cancelled within 3 months or less of the event.

**The PPAC has the option to cancel a contract if all required expenses are not received 15 days prior to event and all fees are non-refundable.**

### INSURANCE

Lessee must present proof of insurance to PPAC, or Lessee may purchase insurance through PPAC within ten (10) days from the date of this contract. Failure of Lessee to provide proof of insurance or to purchase insurance from PPAC is considered sufficient grounds for cancellation of contract and loss of all fees paid by Lessee.

The Lessor, the Park Performing Arts Center, Inc., disclaims any liability for any personal injuries incurred during the tenure of the rental by Lessee. Lessee applying for use of PPAC facilities agrees to assume full responsibility for damages to property and all personal injuries, and to fully compensate for all damages and injuries incurred.

Lessee agrees to be solely responsible for any damages occurring as a result of Lessee or Lessee's agents, and to indemnify Lessor for any losses that the latter may incur. Lessee agrees to comply with Lessor's policy regulating the Use of the Lessor's Building and Grounds, to comply with all requirements set forth in Lessor's Rates and Conditions found attached to this contract. It is also agreed that Lessor shall not be liable for any property damage or personal injuries whatsoever occurring from or connected with the granting of use of any PPAC facilities.

### PARKING

This lease does not convey any use of the Parking Lot at the Park Performing Arts Center. Due to Emergency and Liability issues, *use of the PPAC lot is restricted to PPAC staff only*. **Lessee must make every effort to convey this information to Lessee's staff and clientele. PPAC reserves the right to tow vehicles improperly parked in the PPAC lot.**

Notwithstanding the above parking injunction, Lessee shall have the right to use of the Loading Dock in order to load-in and load-out.

### PUBLICITY

**Placement of posters, flyers etc on the front or inside of the facility is solely at the discretion of the Park PAC.** Lessee shall not affix any materials to the building directly. Materials must be submitted to the Park PAC office and will be placed in an appropriate location by the Park PAC

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staff **only**. Failure to comply with this procedure will lead to all publicity materials being removed from the building.

### **Marquee**

This contract does not convey any use of the Marquee to advertise the Lessee's event. Placement on the Marquee is solely at the discretion of the Park PAC.

### **FACILITY USE**

**Technical Procedures:** The Technical Director/Production Manager of the Lessee must present the correct light plot, scenic design, scenic request, sound plot, if necessary, and the completed TECHNICAL DIRECTOR'S REPORT to the rental office two (2) weeks prior to the scheduled event. Completed Cue Sheets should be provided to all technical personnel working the show otherwise PPAC cannot be responsible for any mishaps and/or miscuing that may occur during the performance.

**Building and Painting Sets:** The construction and painting of sets is not allowed in any area inside the building. PPAC does not have workshop space. Adjustments and touch-ups are permitted. Lessee will be charged an additional cleaning fee of two hundred and fifty dollars (\$250) for dusting, sweeping, cleaning and re-painting of soiled or damaged areas.

**Scenery, Set Pieces, Properties, and Costumes:** All scenic items, including set pieces, draperies, properties, costumes, additional electrical and sound equipment used for the event **must** be struck and loaded immediately after the last performance of the event unless previously agreed upon in writing with the management of PPAC. Lessee is responsible to cover any expenses incurred by PPAC to restore the theatre, upper and lower lobbies, dressing rooms, lighting equipment, and sound equipment to the original House Plot established prior to the Lessee's rental. Where scenic pieces are brought into the facility, such items are not to be stored in such a manner in any way to interfere with any PPAC function or in defiance of any regulations set forth by the City of Union City. Anything left behind by Lessee will be considered unwanted and will be handled accordingly. Should the Lessee wish to leave scenic items at PPAC to be picked-up at another time, a storage fee of one hundred dollars (\$100.00) per day will be assessed on the Lessee.

**Supplies:** Lessee must bring all hardware, tools, and crafts that will be necessary, as PPAC does not store any of these items for usage.

**Screwing and Nailing:** No screwing and nailing into the stage floor are permitted.

**Draperies:** Nothing is to be attached or hung onto any of the soft goods and draperies in PPAC.

**Wires and Cables:** All additional cabling and wiring for lights and sound must run along the floor of the stage or house, and taped in all appropriate areas to maintain the safety of the technicians, actors, and audience members.

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**Concession and Bar:** All concessions, coffee, candy, soda, and bar are owned and operated by PPAC. Food may not be sold or brought into the theatre during any performance. Other souvenirs for sale (T-shirts, CDs, etc.) are permitted upon advance written permission by PPAC management.

### **Policies and Rules Governing Use of the Park Theater**

The use of the facilities of the Park Theater is a privilege granted by PPAC, which can be revoked at the sole discretion of PPAC management at any time.

- a) Application for the use of all facilities must be made on the LEASE OR RENTAL CONTRACT. The contract must be fully completed, signed, and PPAC must receive the entire rental fee at the time of signing the contract. All persons executing the contract must be over twenty-one (21) years of age.
- b) Permission to one applicant, or for one purpose of event, is not transferable, except by the written consent of PPAC management.
- c) The Lessee is solely responsible for the behavior of its members and any other persons authorized in their assigned areas.
- d) All fire laws must be obeyed. Inflammable materials for decorations, scenic or house, are not permitted. No internal combustion engines of any kind may be used at any time anywhere inside the premises.
- e) Smoking in PPAC is strictly prohibited. Anyone smoking in the building may cause revocation of the Lessee's privileges for further use of the facility.
- f) Illegal drugs, controlled substances and alcoholic beverages are not to be brought to PPAC property at any time.
- g) At the time of execution of LEASE OR RENTAL CONTRACT, Lessee shall name an individual agent of choice to be responsible for Lessee's company and their personnel. Said agent shall accompany theatre representative(s) on a "walk-through" of the facility to determine condition of areas of the building to be used. Any alterations or damages caused during the Lessee's scheduled event not pre-existing during said "walk-through" would be sole financial responsibility of Lessee. Repair and replacement costs can be provided upon request of Lessee.

### **Use of Special and Portable Equipment**

- a) Pianos shall not be moved without previously arranged written permission of PPAC management.
- b) PPAC projectors, amplifiers, microphones, lighting instruments, fly system and box office must be staffed and operated by PPAC employees whose time is charged to Lessee as previously stated.

