



Building dreams, inspiring audiences and creating dramatic opportunities

***Bishop Arts Theatre Center
Rental Conditions
For
Performance Hall***

1. This Rental Agreement is made between the TeCo Theatrical Productions, Inc (TeCo) and the rental customer (RENTER) for this temporary rental of the Bishop Arts Theatre Center (BATC).
2. All estimated charges must be paid thirty days in advance of the event date. Events will not be allowed to proceed without payment in full of all charges.
3. **A \$150.00 non-refundable security deposit is required with this signed Agreement to reserve space.** The security deposit is a separate fee from the rental fee and cannot be deducted from the total charges. An initial payment represent 50% of all estimated building rental charges is due sixty days prior to the first event date with the remaining balance due thirty days prior to the event. Charges for event enhancement items such as tables, chairs, additional security, etc., will also be due prior to rental date upon demand.
4. RENTER agrees to provide a copy of their General Liability Insurance showing TeCo Theatrical Productions, Inc. as a certificate holder **no later than 1 week prior to event. NO EXCEPTIONS.**
5. **RENTER is responsible for providing *qualified technicians* to operate all sound, lighting and video equipment. If audio and lights are to be used during a production the RENTER is responsible for supplying capable/trained technicians to run these elements. These technicians must have prior legitimate knowledge of all equipment.**
6. RENTER will be required to hire trained professionals for lighting design, lighting board operators, sound system technicians and electricians as necessary for the technical needs of the production.
7. In the event of cancellation, written notification is required sixty days in advance of the rental date to receive a refund of the initial payment, less a \$300.00 cancellation fee. Cancellation by RENTER after that date will result in forfeiture of all monies paid to date.
8. **Food and beverages are not allowed in the performance hall at any time, no exceptions.**

9. TeCo must determine the exact use of rental space. TeCo does not provide labor for the re-configuration of tables and chairs during a rental function.
10. Contracted rental time is strictly enforced, and must include all load-in, set-up, and load-out time. No items may be delivered before the rental start time. All items must be removed immediately after the event, within the rental period, and prior to the load-out time. The BATC is not responsible for items left behind after the performance.
11. TeCo will accept delivery, but not accept legal responsibility for equipment or any other properties brought into the BATC for events, either before, during, or after contract hours as specified in rental period. Deliveries are not to be made to the front entrance.
12. RENTER must be over the age of 21 and comply with all regulations set forth in these rental conditions.
13. TeCo recommends the use of professional security guards. TeCo may, when deemed necessary for security purposes, require additional security at RENTER's expense.
14. No property of TeCo or otherwise in place at the BATC (including tables, plants, chairs, etc.) may be moved or used without prior approval.
15. TeCo must approve any modification to the BATC's electrical system as well as all electrical equipment to be used in conjunction with the rental.
16. TeCo must approve all decorations, props, banners, or platforms to be used for functions, including table decorations. Nothing may be attached to any building surface. Plant material should be clean free from insects. Floral arrangements cannot contain loose berries. RENTER is responsible for communicating this policy to caterers, florists, decorators, and lighting contractors.
17. TeCo's security personnel are present only to provide protection for TeCo and the BATC owned materials. Security personnel are not allowed to carry articles into or out of the BATC.
18. RENTER agrees to assume all responsibility and liability for damages suffered by the BATC or its contents by the gross negligence or willful misconduct of RENTER (including the organization), or its members, or guests or any contractor or supplier, or organizations employed by them to facilitate their event.
19. The BATC is an environmentally friendly facility; therefore, **smoking is prohibited inside the building.**
20. The BATC closes at midnight and all events must be ended at that time unless special permission has been obtained in advance from TeCo. All rates for rental are

based on the event ending by midnight and premium rates and/or revenue minimums may apply for events on holidays and certain peak periods.

21. Parking is free for BATC patrons at the corner of 10th and Tyler behind Grace Temple Baptist Church or alongside Tyler Street.
22. TeCo will collect 10% of the pre-tax gross revenue for any items sold in the BATC with exception of fundraising events benefiting a section 501(c)(3) nonprofit organization.
23. Pursuant to the guidelines established by the American Society of Composers and Publishers (ASCAP) and Broadcast Music Inc. (BMI), TeCo is not responsible for any applicable licenses or fees for live or recorded music performed during the event. RENTER further agrees to indemnify TeCo and the BATC from any liability resulting from the failure to pay any such licenses or fees that the RENTER may be required to pay.
24. Checks returned by financial institutions as a result of non-sufficient funds will be accessed a \$40.00 service fee, and cash transactions will be required from that point forward.
25. Carrying a firearm within the BATC is strictly prohibited. This includes persons licensed to carry a concealed handgun pursuant to state law. Carrying a firearm on these premises is a Class A misdemeanor, punishable by up to one year in jail and a \$4,000.00 fine.
26. This Agreement does not imply exclusive use of the BATC.
27. Neither TeCo nor RENTER may assign any of its rights or obligations hereunder without prior written consent of the other, nor any assignment made without such consent shall be void.
28. For any litigation, action, or dispute arising out of or in connection with this Agreement, both parties hereto submit to the jurisdiction of an appropriate court in the State of Texas, and shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A.
29. No waiver by any part of any breach by the other hereunder shall be inferred from any omission or failure to take action: and no express waiver by a party shall affect any of that party's rights other than with respect to the breach specified in such waiver.
30. This Agreement may not be amended, except by a writing executed by both parties.
31. This Agreement represents the complete and entire Agreement of the parties with respect to the subject matter hereof, superseding all prior negotiations, representations and agreements. In the event of a conflict between the provisions

of the Rental Terms and these Rental Conditions the provisions of the Rental Terms shall prevail.

- 32. TeCo is not responsible for acts of God.
- 33. RENTER agrees to indemnify, defend and hold harmless TeCo Theatrical Productions, Inc., and the officers, employees and members of the Board from any and all actions, suits, damages, expenses (including court cost and attorney's fees), claims (including but not limited to tort claims) and demands arising directly or indirectly from RENTERs event, regardless of whether a claim arises, in whole or in part, from any negligence, or alleged negligence, including the sole joint, concurrent or contributory negligence, of the indemnities.
- 34. The use of fire, matches, candles, or any flammable products are strictly prohibited in the performance hall.
- 35. Please note that no replica of the TeCo logo is authorized for use on any promotional material. The use of the name "TeCo Theatrical Productions, Inc. is strictly prohibited for use on all print and broadcast advertising of RENTER's event. The RENTER may use the name of the facility, the Bishop Arts Theatre Center, on all printed material and broadcast advertising.

I have read and understand the terms of the BATC rental conditions. I hereby agree to abide by the terms of the contract and to ensure that all representatives of my organization are informed and abide the rules. I understand that a BATC staff member will be on duty at all times reinforcing such guidelines. I understand that failure to abide by the terms of the contract and appendices will result in the loss of the privilege of further rental at the BATC.

RENTER'S Signature

Date