

~ OVERVIEW OF SPRINGER RENTAL GUIDELINES ~

Springer Opera House, 103 10th Street, Columbus, GA 31901
(706) 324-5714 FAX (706) 324-4681

The Renter assumes full responsibility for the character, acts & conduct of all persons acting on its behalf.

Base Rent Includes

- ◆ Advance planning time with staff
- ◆ Use of the designated rental space(s), restrooms and building entrances during the contracted rental period. Rental time begins with load-in and ends with load-out. A Full Day is from 9am until midnight. Additional hours are \$300 per hour. Handy theatre terms:
Load-in = when equipment, renter's agents, props or decorations "load into" the building
Strike = when staff "take down" or pack-up equipment, props or decorations before Load-out
Load-out = when equipment, renter's agents, props or decorations "load out of" the building
- ◆ Staff time to accept deliveries and coordinate pickups during contracted rental period
- ◆ Setup, use and strike of up to 10 tables and 80 chairs – fees apply to additional chairs and tables
- ◆ A House Manager for up to 8 hours on contracted rental day.
- ◆ Security for up to 5 hours on contracted rental day. (Spaces with * do not include Security in Base Rent)

In the Emily Woodruff Hall, Base Rent Also Includes Use of

- ◆ Installed soft goods, RP screen and cyclorama in their current position (if moved, labor fees apply)
- ◆ Stage Manager for up to 8 hours on contracted rental day.

Base Rent Does Not Include

- ◆ Early arrival of cast, crew or patrons outside the contracted rental period
- ◆ Deliveries, pickups, decorating or other setup outside the contracted rental period
- ◆ Storage of props, costumes, rental equipment outside the contracted rental period.
- ◆ Linen or linen service
- ◆ Use of piano, wireless microphones, spotlights and other select equipment outlined in contract
- ◆ Use of scene shop, costume shop or other space not designated in the rental contract.
- ◆ Stage and Box Office Labor, stage and office supplies

Financial and Insurance requirements

- ◆ Fully executed contract and payment of all deposits is required to hold dates
- ◆ Payment of all estimated expenses due 2 weeks prior to event
- ◆ \$1,000,000 General Liability Certificate of Insurance due 2 weeks prior to event for mainstage rentals
- ◆ Proof of valid not-for-profit 501(c) 3 status where applicable

Labor charges apply

- ◆ Anytime services are rendered by Springer staff in excess of base rent provisions.
- ◆ When staff install, adjust, program and/or remove lights, sound, soft goods or other stage equipment
- ◆ Overtime (time & a-half) applies for time in excess of 8 hours in a day

Food, Beverages and Catering

- ◆ The Springer provides all beer, wine, bar staff and alcohol service on premises. Liquor may not be sold.
- ◆ Red-based beverages, Kool-Aid, popcorn, powdered doughnuts, alcohol burners, candles and other open flames are not permitted in the building.
- ◆ No food or beverages are permitted in the Emily Woodruff Hall.
- ◆ Caterers must provide valid business license and proof of insurance 2 weeks prior to event. All caterers must be approved in advance by Springer management.
- ◆ Damage deposits may apply for receptions where free alcohol is served for over an hour.
- ◆ Trash will be hauled off by renter or caterer at the close of the event.
- ◆ Renter/Cater is responsible for leaving the building in the same condition as found, for basic cleanup of food, plates, cups, etc. Theatre will be responsible for restrooms and general maintenance.

**Springer Opera House Arts Association
Facility Rental Agreement**

This agreement, as follows, made this _____ day of _____, is by and between _____, (herein referred to as "LESSEE") and the Springer Opera House Arts Association, (herein referred to as "THEATRE"). LESSEE agrees to abide by the policies for the use of the THEATRE as set forth herein. Return of agreement: This agreement will be considered null and void unless signed and returned with the deposit within two weeks of the issuing of this agreement.

LESSEE INFORMATION:

Contact:
Phone: _____ Email: _____
Address:
Title of Event:
Nature of Event:
Rental Date(s)/Time period:
Performance/Event Date(s)/time(s):
Rental space:
Estimated Rental Fee:

***Initial that the above terms, schedule, and conditions have been read, understood and agreed upon. _____**

Lease agreement will be binding under the following conditions:

1) **FEE TERMS:**

- a) **THEATRE will reserve the above rental dates upon receipt a \$200 non-refundable deposit and a fully executed contract by the above expiration date.** LESSEE will pay deposit in the form of company check, certified check or money order payable to Springer Opera House. The deposit will be applied to the final bill.
- b) A minimum of two (2) months prior to the commencement of this lease, LESSEE will pay 50% all Estimated Base Rent, Damage Deposit, Bar Charges and Services/Supplies fees to THEATRE. The balance of all rent and fees is due two (2) weeks prior to commencement of this lease. Failure to do so may result in event cancellation.
- c) Payment for personnel, facilities, services and/or equipment will be at the rates stated in the attached Schedule of Rental Fees, which is part of this agreement, and is in addition to the base rental fee. LESSEE will pay for all services rendered by THEATRE on behalf of LESSEE.
- d) Any change to the above rental dates must be made in advance and in writing to the Managing Director at THEATRE. Should LESSEE seek postponement of rental dates, THEATRE reserves the right to retain rental fee deposit while seeking mutually suitable dates for the event within the THEATRE fiscal year (July 1 - June 30). If no replacement date is found and/or event is canceled, THEATRE reserves the right to refund pre-paid expenses according to the following formula:
 - **Written cancellation by LESSEE 90 days or more in advance of first rental date = 100% refund**
 - **Written cancellation by LESSEE 60 days or more in advance of first rental date = 50% refund**
 - **Written cancellation by LESSEE 30 days or more in advance of first rental date = 25% refund**
 - **Cancellation by LESSEE less than 30 days in advance of first rental date = no refund**
- e) LESSEE will remit a damage deposit of \$150 for each day of the rental period. For events that distribute complimentary alcoholic beverages, an added damage deposit of \$100 per two (2) hour period of open bar may be required. The damage deposit will be returned to LESSEE with the final settlement only when 1) LESSEE returns the rented facilities, furnishings and equipment in their original condition, **and** 2) the final bill does not exceed the estimated prepaid expenses. When the final bill exceeds estimated prepaid expenses, the damage deposit will be applied to the final bill.
- f) **SETTLEMENT:** Upon conclusion of the lease, THEATRE will prepare a final bill detailing actual expenses. If LESSEE has overpaid, THEATRE will issue a refund check. If LESSEE has underpaid, LESSEE will remit to THEATRE a check for the amount due within thirty (30) days of receipt of final bill. After thirty (30) day period, 5% interest will accrue monthly on all unpaid balances.

2) **TICKETS AND BOX OFFICE:**

- a) **LESSEE will not admit to Springer Opera House a larger number of persons than the seating capacity (700) which is the maximum number of persons the facility can safely accommodate.** "Standing room" or the overselling of the house is expressly forbidden and violates applicable fire codes. The decision of the THEATRE in this respect will be final and applies to any type event, show or performance.
- b) LESSEE is responsible for complying with all THEATRE Box Office policies and procedures as outlined in the THEATRE Rental Information guide.
- c) LESSEE must pay for and use tickets for each engagement as furnished by the THEATRE except with the prior consent of the THEATRE. **Vendini is the exclusive computerized ticketing service provider for THEATRE events.** LESSEE will not utilize or allow ticket distribution by any other computerized ticket service provider for their event at THEATRE.
- d) Applicable fees outlined in the Schedule of Rental Fees will be included in the final rental settlement. LESSEE will pay charges for all additional hours after regular ticket office hours on the day of performance.

- e) THEATRE will have complete custody and control of the Box Office as well as all moneys received from the sales of tickets wherever sold and admission fees whenever received. All funds will be the rightful property of THEATRE, for the purpose of applying said funds towards payment of the final rental settlement due to THEATRE. If ticket revenue exceeds the amount of the final bill, a check for the balance will be cut to LESSEE in a timely manner.
- f) **REFUND OF TICKET REVENUE:** THEATRE retains the right to make determination of ticket refunds for cause, in keeping with THEATRE policy of retaining public faith. This will include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of light/sound equipment; failure of act to show or to go on stage within reasonable time of schedule provided by LESSEE.
- g) Reserved tickets will be numbered by the attached house manifest. The tickets will be scaled as follows:

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- 3) **ADVERTISING:** LESSEE agrees to assume all advertising costs in conjunction with its event and will in no way list THEATRE as producer or presenter of this event. **The use of the Springer logo is prohibited.** LESSEE will feature the Tickets.Com logo, phone and outlet information in all print and media advertising for events where THEATRE and/or Tickets.com ticketing services are provided.
 - 4) **ALCOHOL SERVICE & SALES:** The sale and/or distribution of alcoholic beverages by any entity other than the THEATRE is expressly prohibited by local ordinance and is in violation of THEATRE Alcohol Permit. Requests for the THEATRE to sell and/or distribute beer or wine must be made in advance. All beer and wine distributed on the premises must be purchased by THEATRE. All distribution of alcoholic beverages is at the discretion of THEATRE. Alcohol service will be discontinued 30 minutes prior to the conclusion of the lease. Per Georgia law, THEATRE reserves the right to not serve any person who appears to be intoxicated. THEATRE reserves the right to require proof of age and to refuse service to individuals not of legal drinking age. LESSEE will not knowingly allow alcohol consumption by individuals not of legal drinking age. THEATRE reserves the right to require additional damage deposits for events where free alcoholic beverages are served.
 - 5) **ASSIGNATION OF RIGHTS:** The LESSEE will not assign this agreement or any rights hereunder nor sublet said premises without the prior written consent of THEATRE.
 - 6) **ASSISTED LISTENING SYSTEM:** LESSEE will furnish a single line level sound signal, for every performance, which will feed the THEATRE's assisted listening system in accordance with the Americans with Disabilities Act. LESSEE understands that the listening headset will be available at no cost to patrons.
 - 7) **CATERERS & CONCESSIONS:** THEATRE reserves the right to operate all food and beverage concessions on the premises and retains all revenue from concession sales. No free samples of food, beverage or any product may be given away or otherwise distributed without prior approval of THEATRE.
Red-based beverages (including wine and punch) are not permitted in carpeted areas.
 - 8) **COMPLIANCE:** LESSEE will use said premises in a safe and careful manner and will comply with all applicable laws, rules, and regulations of the United States, the State of Georgia, City of Columbus and Muscogee County. LESSEE and its agents will comply with the policies and procedures of the THEATRE. LESSEE will be responsible for obtaining all necessary permits and licenses and will not permit anything on said premises during the terms of the lease that violates any such laws, ordinances, rules or requirements. LESSEE acknowledges that it carries Workman's Compensation Insurance on it's employees.
 - 9) **COPYRIGHTS:** LESSEE will assume all costs, liabilities and responsibilities arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual properties used on or incorporated in the event. LESSEE will provide written prove that permission has been granted to use such copyrighted material.
 - 10) **DAMAGE OR LOSS OF LESSEE PROPERTY:** LESSEE assumes all risk of damage to and loss by theft or otherwise of the costumes, fixtures, appliances, or other property of the LESSEE, their agents, employees or participants provided that such claims or damages are not the direct result of the negligence or wrongful act of THEATRE, its employees or agents.
 - 11) **EQUIPMENT USE:** Requests by LESSEE to use THEATRE's available stage/lighting/sound equipment must be made at least one week in advance of rental date. Use of the THEATRE piano is not part of this rental agreement and will be determined by THEATRE. Existing Theatre furniture, displays and decorations in the lobbies and saloon cannot be moved, tampered with or altered in any way. See attached Schedule of Fee applicable charges for use of theatre and other equipment.
 - 12) **FORCE MAJEURE:** In the event that Springer Opera House or its support areas will be damaged or destroyed by fire, civil unrest, strike, flood or any other unforeseen occurrence, without the fault of LESSEE, as to prevent the use of the premises by LESSEE, then this agreement will terminate. In such event, LESSEE will pay rental only up to the time of such termination and waives any claim for damages or compensation. All advance rental deposits are to be refunded to LESSEE.
 - 13) **HOUSE RULES:** The Springer Opera House, is a smoke-free building. Food and beverages are not permitted in the theatre auditorium. LESSEE agrees that, for all programs lasting ninety (90) minutes or more, excepting religious services or other

engagements specifically excluded, an intermission of not less than fifteen minutes be held, subject to modification by THEATRE management when necessary to meet unusual conditions. Unless otherwise agreed upon by both parties, exterior theatre lobby doors will open to the public one (1) hour prior to the performance and theatre auditorium doors will open thirty (30) minutes prior to the performance.

- 14) **INSURANCE-INDEMNITY:** LESSEE will pay for and hold THEATRE harmless from any and all damages, losses or liabilities arising from any act, omission, negligence or wrongdoing of the LESSEE or any of its officers, agents, representatives, against any and all such claims and demands. LESSEE, at its expense, will furnish THEATRE with a certificate of insurance showing that there is in effect throughout the lease term, general liability insurance with a combined single limit of \$1,000,000.00 naming Springer Opera House as Additional Insured. LESSEE agrees to provide the required Certificate of Insurance to THEATRE representative not less than thirty (30) days prior to the commencement of the lease. Failure to provide proof of insurance may result in rental cancellation.
- 15) **INTERRUPTIONS OF TERMINATION OF SHOW:** THEATRE will retain the right to cause the interruption or termination of any performance when, in the sole judgment of THEATRE, such act is necessary in the interest of public safety or if that the LESSEE is violation of the terms of the agreement.
- 16) **LEGAL FEES:** LESSEE agrees to pay reasonable attorney's fees and court costs to THEATRE for collecting any part of said rental or service charges that may be collected by suit or by attorney, after said rental or service charge is past due. Full payment is due thirty (30) days after receipt of final settlement. This agreement falls under the legal jurisdiction of the State of Georgia.
- 17) **LESSEE PAYMENT OF DAMAGES:** LESSEE will not damage any property or equipment of the Springer Opera House and that, if any property during the term of this lease will be damaged by the act, default or negligence of the LESSEE's agents, employees, patrons or any person admitted on the premises by LESSEE, LESSEE will be responsible for restoring the premises and/or property to their present condition. Furthermore, LESSEE authorizes THEATRE to hire sufficient security personnel to maintain order and protect persons and property if THEATRE deems it necessary, with the express understanding that LESSEE, in final settlement, will pay for such services.
- 18) **LESSEE RESPONSIBILITY FOR POLICY ENFORCEMENT:** The Rental Information Guide for Emily Woodruff Hall is considered part of this agreement and LESSEE agrees to abide by THEATRE policies and procedures outlined therein. **LESSEE assumes full responsibility for the character, acts and conduct of all persons acting on its behalf.** LESSEE will inform LESSEE's agents, employees, patrons or any person admitted on the premises by LESSEE of THEATRE policies and contract terms and is responsible for enforcing and insuring policy compliance. **Violation may result in event cancellation.**
- 19) **MANAGEMENT DISCRETION:** Any decision affecting any matter not herein expressly provided for will rest solely within the discretion of THEATRE management authority.
- 20) **NON-DISCRIMINATION:** LESSEE agrees not to discriminate against any persons relative to employment, admission, services or privileges offered to or enjoyed by the general public because of race, gender, sexual orientation, religion, physical disability or national origin.
- 21) **NOTICE OF SHOW REQUIREMENTS:** LESSEE will provide THEATRE at least thirty (30) days before the performance, a detailed outline of show requirements, including stage, lighting, sound and hall requirements. If a specific lighting design plot is required, the name of the designer is required. Any lighting design work required but not supplied by LESSEE by two weeks prior to performance will be billed at the standard market rate. Changes or additions to LESSEE technical requirements less than thirty (30) days prior to the first date of use will not be honored unless approved by the Technical Director.
- 22) **OBJECTIONABLE PERSONS:** THEATRE reserves the right through its representatives to eject any objectionable person or persons from the building, and upon the exercise of this authority through its employees, agents or police.
- 23) **REQUIRED STAFF:** The technical and house personnel assigned are at the sole discretion of the THEATRE. A THEATRE facility representative must be on duty for all events. See the attached Schedule of Rental Fees for applicable charges. House and technical staffing needs will be determined by THEATRE.
- 24) **RIGHT OF NOTIFICATION:** THEATRE reserves the right to be notified of technicians, caterers, and other service people or agencies employed by the LESSEE. Caterers must hold a valid business license and provide proof of insurance in the form of a certificate of insurance to the Business Office. All personnel utilizing THEATRE sound/lighting/rigging equipment must have the prior express approval of THEATRE management.
- 25) **RIGHT TO CANCEL:** THEATRE reserves the right to terminate the license granted by this agreement for good cause (which does not include subsequent scheduling of a more preferred event). In the event the THEATRE exercises this right, it will refund, or, as the case may be, release LESSEE from liability for payment of an amount bearing the same proportion to the total payment provided for in FEE TERMS, as the period in which facilities are in fact not utilized. Should the THEATRE exercise said right to terminate the license granted by this agreement, the LESSEE agrees to forego any and all claims for damages against THEATRE.

- 26) **SAFETY & FIRE PROVISIONS:** The LESSEE will not utilize open flames, pyrotechnic, flash pots or put up or operate any machinery on the premises, or use flammable fluids for either mechanical or other purposes. LESSEE further agrees that all decorative material must be flameproof and that all matters involving safety be resolved by the decisions of THEATRE management. Caterers may not use alcohol burners for chaffing dishes only sterno based heating sources are allowed. LESSEE will comply with Fire and Safety codes that forbid activities that block aisles, stairs or doors as they endanger lives. If written approval for pyrotechnic is given by THEATRE, additional insurance and written proof of appropriate local licenses and certified operators is required.
- 27) **SIGNED CONTRACT FOR ACT:** LESSEE agrees to furnish the theater at the time of signing this agreement, a copy of the contract with complete technical information and rider between lessee and the act to be presented. Portions of the contract concerning financial arrangements should be excised.
- 28) **STORAGE:** All equipment must be removed at the conclusion of the lease. LESSEE will leave the stage and all stage areas clear after the final performance, unless written permission given for a longer storage period. If the stage is not cleared within the designate period, articles left shall be deemed abandoned.
- 29) **USE OF TAPE:** Due to the antique nature of the building and its furnishings, LESSEE will not use any tape, tacks, glue, nails or other fixatives to adhere items to walls, windows, doors or other woodwork. Damage charges will apply for paint and wall damage.

Person signing for THEATRE warrants that he/she signs as a duly authorized representative and does not assume any personal liability for the terms of this agreement.

Person signing for LESSEE warrants that he/she is a duly authorized representative to execute the terms of this agreement, and personally guarantees payment of all expenses incurred by the THEATRE.

In witness whereof, the parties have signed this agreement by authority duly given.

AGREED:

Signature, LESSEE Representative	Title	Date
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Signature, THEATRE Representative	Title	Date
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Return both signed agreements and deposit to:

Springer Opera House, Facility Operations Manager, 103 10th Street, Columbus, GA 31901.

SPRINGER OPERA HOUSE ~ 2010-2011 RENTAL FEES

103 Tenth Street, Columbus, GA 31901 ~ (706) 324 5714 ~ FAX (706) 324-4681
(Rates good through June 30, 2011)

BASE RENTAL FEE:

Performance & Rehearsal Space	<u>Seating Capacity</u>	<u>Starting at</u>
Emily Woodruff Hall	700	\$ 4000
Discounted 1 st floor only use	450	\$ 3500
Actors Arena*	150	\$ 600
Back Rehearsal Hall*	150	\$ 600
Studio I* & II*	100 / 200	\$ 600

Reception & Meeting Space	<u>Seating/ Standing</u>	<u>Starting at</u>
Foley Hall	240 / 380	\$ 2400
Grand Lobby/Promenade	70/175	\$ 1500
Grand Lobby/Promenade & Saloon	70 / 175 + 90/150	\$ 2000
2 nd Floor Museum & Veranda	32 / 150	\$ 1200
Broda Room	16/30	\$ 600

- ◆ Time begins and ends with the renter's and their representative's/vendors or service providers physical presence in the building.
- ◆ The facility is available for rental between the hours of 9:00 a.m. until midnight. Any rentals taking place after midnight must be approved in advance by the Operations Manager and will be charged an additional \$300 per hour.
- ◆ 15% off base rent for Not-for-Profit organizations (proof of tax exempt status required)
- ◆ 15% off base rent for organizations renting for 3 or more events between July 1 and June 30

STAFF CHARGES: 4 HOUR MINIMUM CALL

House Staff -----\$20.00/person/hour

Front-of-house crew sizes and call times are determined by the Operations Manager.

Backstage Technicians -----\$20.00/person/hour

Stage Managers, Spotlight Operators, Fly & Deck Crew, Master Carpenters, Electricians & Sound Technicians.

Backstage crew sizes and call times are determined by the Technical Director.

Custodial staff -----\$16.00/person/hour

Bartender -----\$20.00/person/hour

Security staff (off-duty police officers) -----\$28.00/person/hour

EQUIPMENT FEES:

Additional Tables and Chairs -----\$5/ Table and \$1/chair

Piano -----\$300.00 plus 60.00 for each additional day

Spot Lights -----\$50 each/performance

Wireless Lavalier Microphones ----- \$50 each/performance

Pit Filler ----- \$250 for installation or removal

BOX OFFICE FEES:

Box Office Setup ----- \$150.00 / event

Per Ticket Charge (does not include postage) ----- \$0.75 / ticket

Credit Card Fees ----- 5% of total charges

Box Office Staff outside regular box office hours ----- \$20.00/person/hour

Patrons will be charged directly for all sales through Vendini outlets and phone room ----- varies

- ◆ Additional charges will be made to all renters requesting services in excess of base rental.
- ◆ The Springer reserves the right to change charges as it deems appropriate.
- ◆ \$1,000,000 Event Liability Insurance require for all theatre rental events.