

KAY LOVE
City Administrator



JERE WOOD
Mayor

ROSWELL CULTURAL ARTS CENTER LEASE AGREEMENT CIVIC USERS

GEORGIA
FULTON

THIS AGREEMENT MADE THE _____ (DAY) OF _____ (MO) _____ (YEAR) AMONG THE CITY OF ROSWELL, FIRST PARTY (HEREINAFTER CALLED "CITY") AND Georgia Ensemble Theatre SECOND PARTY, HEREINAFTER CALLED "LESSEE".

WITNESSETH:

THE CITY DOES HEREBY GRANT UNTO THE LESSEE THE RIGHT AND PERMISSION TO USE PORTIONS OF THE ROSWELL CULTURAL ARTS CENTER, HEREINAFTER DESIGNATED, FOR THE TIME AND PURPOSE HEREINAFTER SPECIFIED, AND SUBJECT TO THE CONDITIONS AND STIPULATIONS HEREINAFTER PROVIDED.

(Estimated # of Hours and Cost)

THEATRE (Seats 594)	# HOURS	DATES	TOTAL \$\$
DAILY MINIMUM ON PERFORMANCE DAY - \$600		See attached	n/a
PERFORMANCE TIME - \$125/HOUR * (MINIMUM TWO HOURS)		See attached	n/a
REHEARSAL TIME - \$60/HOUR (MINIMUM FOUR HOURS)		See attached	n/a
SETUP/BREAKDOWN - \$35/HOUR		See attached	n/a
LOBBY WHEN USED FOR RECEPTION \$125/HOUR		See attached	n/a

* Includes: dressing rooms & kitchen

Damage Deposit \$150

Security Officer \$30.00/hr. Requirement to be determined by Facility Manager.

LOBBY ONLY	# HOURS	DATES	TOTAL \$\$
8am-5pm - \$100/HOUR (Minimum \$300)			
After 5pm - \$150/HOUR (Minimum \$400)			

MEETING ROOMS (2)	# HOURS	DATES	TOTAL \$\$
Mon-Fri - 8am to 5pm \$25/HR \$150 maximum \$75 minimum			
After 5pm & weekends \$50/hour \$150 minimum			

Mtg. rooms 700 sq. ft. ea. - Gallery Exhibit Space 1500 sq. ft.

GALLERY	# HOURS	DATES	TOTAL \$\$
Art Exhibits: 15% of sales or \$150/week (whichever is greater)			
Other Uses: \$75/hour/Daily Minimum \$150			

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RUBICON STUDIOS REPRESENTS THE ROSWELL CULTURAL ARTS CENTER FOR ALL TECHNICAL REQUIREMENTS. THEREFORE, RENTERS WILL BE REQUIRED TO USE RUBICON STUDIOS FOR ALL PRODUCTION STAFF SUPPORT RELATING TO LIGHTS, SOUND AND STAGE EQUIPMENT. A TECHNICAL RIDER MUST BE COMPLETED AND SUBMITTED TO RUBICON STUDIOS UPON SIGNING OF CONTRACT. ALL BATTENS, LIGHTS AND EQUIPMENT ARE TO BE RETURNED TO ORIGINAL CONFIGURATION.

THE CITY OF ROSWELL WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS OR CANCELLATIONS OF EVENTS DUE TO EQUIPMENT FAILURE BEYOND OUR CONTROL. EVERY EFFORT WILL BE MADE TO REPAIR EQUIPMENT THAT MAY FAIL AS SOON AS POSSIBLE.

PREMISES SHALL BE USED FOR **ORCHESTRA CONCERT** AND FOR NO OTHER PURPOSE. PREMISES SHALL NOT BE USED FOR ANY ILLEGAL PURPOSES, NOT IN VIOLATION OF ANY NUISANCE OR TRESPASS LAWS. ALCOHOLIC BEVERAGES WILL BE ALLOWED ONLY BY SPECIAL PERMIT GRANTED BY THE CITY ADMINISTRATOR. NO ONE UNDER THE INFLUENCE OF ALCOHOL WILL BE ALLOWED ON THE PREMISES.

LESSEE SHALL MAINTAIN THE LEASED PREMISES DURING THE TIME OF THE LEASE IN AS GOOD CONDITION AS SAID PREMISES EXISTED AT THE TIME OF THE BEGINNING OF THE LEASE. LESSEE SHALL BE LIABLE FOR ANY AND ALL DAMAGES CAUSED THROUGH ITS OWN ACT OR THE ACTS OF ANY OF ITS EMPLOYEES OR AGENTS OR ANYONE VISITING THE BUILDING UPON THE INVITATION OF SAID LESSEE, CAUSED TO THE BUILDING OR ANY PORTION THEREOF, OR TO PERSONS OR PROPERTY FOR WHICH THE CITY IS HELD LIABLE.

AT THE TERMINATION OF THE LEASE AN INSPECTION WILL BE MADE OF THE PREMISES BY ONE AUTHORIZED BY THE CITY AS INSPECTOR. UPON DETERMINATION BY THE INSPECTOR THAT THE PREMISES HAVE BEEN PLACED IN THE SAME CONDITION THAT PREMISES WERE IN AT THE TIME OF THE BEGINNING OF THE LEASE, THE CITY AGREES TO RETURN TO THE LESSEE THE AMOUNT OF DEPOSIT MADE AT THE SIGNING OF THE LEASE AGREEMENT. IN THE EVENT THE INSPECTOR FINDS THAT THE PREMISES HAVE BEEN DAMAGED OR THAT THE PREMISES HAVE BEEN LEFT IN A CONDITION NOT AS GOOD AS EXISTED AT THE TIME OF THE BEGINNING OF THE LEASE, THE DEPOSIT WILL BE APPLIED TO THE RESTORATION OF THE PROPERTY TO THE CONDITION EXISTING AT THE BEGINNING OF THE LEASE. SHOULD THE COST OF REPAIR AND RESTORATION EXCEED THE AMOUNT DEPOSITED, THE LESSEE WILL BE RESPONSIBLE FOR ANY AND ALL COSTS OF DAMAGES EXCEEDING THE AMOUNT OF THE DEPOSIT.

FEES INCLUDE THE USE OF NO LESS THAN ONE FACILITY STAFF MEMBER THAT MUST BE PRESENT FOR ALL EVENTS.

LESSEE SHALL HOLD THE CITY HARMLESS AS A RESULT OF ANY CLAIMS AGAINST THE CITY AS A RESULT OF ANY ACCIDENT, DAMAGE OR EVENT HAVING OCCURRED ON OR NEAR THE LEASED PREMISES, WHETHER BY ACT OR OMISSION OF THE LESSEE, AN EMPLOYEE OF THE LESSEE, INVITEES, LICENSEE OR ANY EMPLOYEE ACTING AS AN AGENT OF THE LESSEE.

ENTERED INTO THIS _____ DAY OF _____ (MONTH), _____ (YEAR).

LESSEE (PRINT NAME)

LESSEE SIGNATURE

WITNESS SIGNATURE

COMPANY NAME

FACILITY MANAGER

ADDRESS

MANAGER,
HISTORIC & CULTURAL AFFAIRS

CITY ZIP

TELEPHONE #'S (HOME & BUSINESS)