

CONTRACTUAL AGREEMENT/PERMIT FOR LEASING THE REYNOLDS PERFORMING ARTS CENTER

The Following agreement dated this ____ day of _____ 20 ____ between The Weitzenhoffer Family College of Fine Arts and _____, hereinafter referred to as “the **Permittee**” enter into this agreement with respect to stipulations as set forth.

- 1. The Weitzenhoffer College of Fine Arts does hereby rent/lease to the Permittee The Reynolds Performing Arts Center, located on the campus of the University of Oklahoma to:

- 2. The dates and time(s) in which the aforementioned Permittee will man The Reynolds Performing Arts Center are:
Date _____ *Time* _____.

All properties belonging to the Permittee or anyone under its auspices shall be removed from The Reynolds Performing Arts Center in its entirety not later than *Date* _____ *Time* _____.

- 3. The Permittee agrees to pay The Weitzenhoffer Family College of Fine Arts a rental/lease of \$_____ for the use of this facility. A deposit of \$_____ equal to one-half the total rental, excluding staffing, and equipment fees, shall be paid upon execution of this agreement. The balance shall be paid before the first performance.

NOTE: Payment in full is a condition of the Permittee’s right to enter the premises for the purpose(s) herein.

4. Required Staffing:

Additional Cost:

- 5. The Permittee may use The Reynolds Performing Arts Center and its facilities including corridors necessary to accommodate patrons and permanent seating at present situated in The Reynolds Performing Arts Center for the purpose and time(s) aforesaid, together with the regularly provided heating, air conditioning, water, and lighting as may be required for use of the facility for said purpose. The Permittee further agrees to abide by the “Policies and Procedures Manual” adopted by Weitzenhoffer College of Fine Arts for leasing of the Hall which includes complying with the terms, conditions, limitations, and restrictions contained in the policies and procedures manual.

Permittee’s Initials: _____

This permit shall have no force or effect unless it is signed by the Hall Manager, the Dean of The Weitzenhoffer Family College of Fine Arts, and signed by the Permittee as “accepted” in the space hereinafter provided, and returned with a deposit, if a deposit is required; and by such acceptance the Permittee shall covenant and agree that the organization and it’s representative will well and truly perform or abide by each and every term and/or restriction and/or limitation of this Permit, each of which shall be a condition to the continuance in effect of this Permit.

Given that all terms and conditions have been met and in consideration of payment of facilities fees, the University agrees to the use of its facilities as outlined in this agreement.

Signature: _____ Date: _____

Representative of: _____

Signature: _____ Date: _____

Sponsor of: _____

Account Number: _____

Signature: _____ Date: _____
(John Fowler, Hall Manager)

Signature: _____ Date: _____
(Interim Dean Enrico, Weitzenhoffer Family College of Fine Arts)

SAMPLE

Rental Rates for The Reynolds Performing Arts Center

RENTAL FEES:

University Organizations	\$350.00/per day plus staff and equipment charges
Non – University Organizations	\$700.00/per day plus staff and equipment charges

REQUIRED PERSONNEL - PER HOUR:

Note: Please see the Minimum Call Guidelines for more information on personnel requirements.

Technical Director/Hall Manager	\$30.00/hr - three hour minimum
Rigging Technician	\$30.00/hr - three hour minimum
Sound Technician	\$15.00/hr - three hour minimum
Light Technician	\$15.00/hr - three hour minimum

ADDITIONAL PERSONNEL

House Manager	\$15.00/hr - three hour minimum
Ushers	\$15.00/hr - three hour minimum

EQUIPMENT FEES:

General Sound and Lights usage fee	\$30/hr
Piano Rental – University Rate	\$75
Piano Rental – Non-University Rate	\$100
Wireless Mics	\$75
Projector Rental	\$150.00 per day
Platform / risers Rental	\$75.00 each

There will be a full day rental fee charged on scenery, costumes, and props not removed from the facility by the presenting organization. Any costs incurred by the University above the daily rental charge will be charged to the renter.

CUSTODIAL FEES

There will be a cleaning before the first performance and after every performance. This cleaning will be done by the Universities Custodial Services. The Fee is \$130.00 per cleaning.

“PRESIDENTIAL” EVENTS

If the event is considered a "Presidential" event then there is no charge except for technician fees and custodial fees.

Minimum Call Guidelines

All performance events using The Reynolds Performing Arts Center require the Hall Manager, a Lighting Technician, and a Sound Technician to be on duty for the duration of the event. The technicians will open the facility, provide requested equipment, and close the facility. If the Renter is using the rigging system, then a staff Rigging Technician is required.

The minimum call for staff is one hour before the Permittee occupies the building and one-half hour after the Permittee leave the building. In no case may the call for Stage Manager and Technicians be fewer than three (3) hours for any event (this includes load-ins and strikes. The minimum call for additional technicians is also three (3) hours.

All public events which include an audience require a Front of House Manager and usher/ticket takers, unless determined otherwise by The Reynolds Performing Arts Center Manager. The Front of House Manager and ushers will be on duty a minimum of one (1) hour prior to opening of the house and remain until the audience has left the building. The minimum call for the Front of House Manager and ushers is three (3) hours.

Conditions of Use

The Permittee agrees not to modify or deface the facilities of the Weitzenhoffer Family College of Fine Arts Center including the Reynolds Performing Arts Center in any way. The Permittee agrees to accept financial responsibility for costs or expenses resulting from unauthorized modification or damage by the Permittee, any of its agents, employees or patrons.

Note: No posters, signs or directions may be affixed to the walls, doors, message boards, or any painted surfaces of the Reynolds Performing Arts Center in which the event occurs without prior approval from Hall Manager. Signs taped or otherwise adhered to walls or other painted surfaces that results in damage to the surfaces will result in additional charges for restoration and repair. ***Equipment Damages will be billed directly to the Permittee. This includes furniture, building, lighting/sound equipment, rigging, stage, etc...***

Expiration of Permit – At the expiration of the time of occupancy hereinafter set forth, Permittee shall quit the premises of The Reynolds Performing Arts Center and return to the University all equipment and facilities procured from The Reynolds Performing Arts Center which premises, equipment and facilities shall be in as good condition and repair as before Permittee's use thereof except for wear from ordinary use.

Move Out – Permittee shall remove from the premises of The Reynolds Performing Arts Center on or before the end of the contract date, all property, goods and effects belonging to Permittee or caused by him to be brought upon said premises. If for any reason the Permittee can not remove such items at the said time, they must provide their own means of removal for such equipment. The Weitzenhoffer Family College of Fine Arts and The Reynolds Performing Arts Center hold no responsibility for said equipment after the contract date. If any such property is not removed within the time allotted by the contract the Weitzenhoffer Family College of Fine Arts may charge the Permittee the regular Rental fee for any day past the contract date.

Assignment – Neither this Permit nor any of the rights of Permittee hereunder may be assigned without consent of the Hall Manager for The Reynolds Performing Arts Center for the Weitzenhoffer Family College of Fine Arts.

Cancellation – In the event of cancellation, the Permittee must submit to the Permitter a one month cancellation notice in writing for Non-University Organizations, and a two week notice in writing for University Organizations. On cancellation the 50% deposit will be forfeited to the Permitter.

Seating Capacity – Permittee shall not sell or distribute or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility (677) hereinabove described. The sale of standing room spaces is prohibited.

Storage – In receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the University or The Reynolds Performing Arts Center either prior to, during, or subsequent to the use of The Reynolds Performing Arts Center by Permittee hereunder, the University and their officers, agents, or employees shall not be liable for any loss, damage or injury to such property.

Indemnification and Hold Harmless

Waiver/Release of Liability – Permittee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless Weitzenhoffer Family College of Fine Arts, The University of Oklahoma, the Board of Regents of Oklahoma Colleges, and the State of Oklahoma against any and all liability for damages arising from accidents or intentional torts, or torts based on negligence while The Reynolds Performing Arts Center is being used for activities conducted by the Permittee, it's employees, it's contractors or subcontractors, it's agents, members or guests.

Public Liability Insurance – Permittee shall furnish the Weitzenhoffer Family College of Fine Arts with the deposit, a certificate of insurance showing there is in force a policy of insurance written by a company licensed in the State of Oklahoma in which the Permittee is names as insured with The University of Oklahoma named as additional assured for a minimum public liability insurance of \$100,000.00 for any person, and \$100,000.00 for any accident, together with a minimum of \$25,000.00 for property damage; said policy shall also provide for a 10 day written notice to the Weitzenhoffer Family College of Fine Arts prior to cancellation or any material modification of the insurance policy.

Use of Premises and Property – Permittee shall not use the premises or property of the Permittor which are subject of this lease for any purposes, function, activity, or business other than as expressly agreed to herein and shall not permit, condone, allow, or authorize said premises to be used for any illegal or immoral purpose, conduct or activity.

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