

**42 Delphine Street** Owego, NY 13827 (607) 687-2130 info@tiahwaga.com

# Ti-Ahwaga Performing Arts Center – Facility Rental Event Agreement

Contracting Party				
Name				
Address				
City	State	Zip Code		
Contact #	Email			
Scheduled Event:				
	Event Time			
Event Date				
Event Date				
Event Date	Event Time			
Rehearsal Date(s)	Rehearsal Ti	ime(s)		
Rehearsal Date(s)				
Rehearsal Date(s)		Rehearsal Time(s)		
nerical sur success				
Specific Scheduling Needs:				

## Use of Building & Equipment

- The rental fees have been approved by Ti-Ahwaga Community Players (TCP) Board of Directors (BoD)
- During the use of the Ti-Ahwaga Performing Arts Center (TPAC) by an outside organization, one of the TCP staff, TCP board member, or TCP member designated by the BoD, shall be present at all times
- If any TCP equipment is needed (e.g., lighting, sound, projector), a technician will need to be hired through TCP; outside parties are not to control any TCP equipment.
- TCP will provide 1 Box Office staff and 1-2 Concession Staff which is included in the base rental fee. Additional TCP volunteer staff may be required at a rate of \$15 per staff

# Additional Notes /Requirements/Fees:

This agreement will serve as a confirmation for the use of Ti-Ahwaga Performing Arts Center (TPAC) facility located at 42 Delphine Street, Owego for the date(s) which include:

## Facility Rental Fee(s)

	Price	Contracted #	Total
Base Rental	\$395.00 (up to 5 hours day of event)		
Additional Rental Hours	\$50/hour		
Rehearsal (if not included in initial base rental time)	\$40/per day up to 2 hours		
Lighting Technician	\$100		
Sound Technician	\$100		
Admin Setup Fee	\$40/hour		
Concession Staff	1-2 concession window staff		
	2 additional staff at \$15 each for ticket sales 40-80 people		
	4 additional staff at \$15 each for ticket sales 40-80 people		
		Subtotal	
		NY Tax (8%)	
		Rental Total	

#### **Concessions**

TCP is required by Health & Safety codes to provide all food and beverage for purchase for all TPAC events. Below is a sample menu for the contracting party to choose from (for options other than Cash Concessions).

Contracting	party	can	choose	from:

Cash Conce	ssions – guests pa	y for their food and	beverages			
Consumption	n Concessions –	contracting party ag	rees to pay th	ne concession	bill at the concl	usion of the event
Buffet – cor	tracting party pr	e-orders a pre-deter	rmined amou	nt to be set on	tables in lobby	, and pays full
amoun	t in advance: TCP	can serve from con	cessions wind	low on a cash	hasis	

## **Substance Policy:**

No sale of outside food or beverage will be permitted in TPAC under any circumstances. Consumption of any alcoholic beverages not sold at TPAC during the event is prohibited. Performers or presenters are not to consume alcoholic beverages until after their responsibilities to the event have concluded. Use of illegal or illicit drugs or other dangerous substances is not permitted at any time on the premises. TCP reserves the right to refuse service to any patrons, guests, renters, etc., for any of these reasons.

#### Sample Concession Pricing & Menu

Food Available	Cash Price for Guests	Buffet Price	# ordered	Total
	Consumption Concessions			
	Concession Availability			
Soup	\$4.00	\$50.00 (for 20 people)		
Chili	\$4.00	\$50.00 (for 20 people)		
Cheese & Crackers	\$4.00	\$50.00 (for 20 people)		
Vegetables	\$4.00	\$50.00 (for 20 people)		
Fruit	\$4.00	\$50.00 (for 20 people)		
Cookies	\$2.00	\$35.00 (for 25 people)		
Brownies	\$4.00	\$40.00 (for 30 people)		
Cake	\$4.00	\$50.00 (for 20 people)		
Donuts	\$2.00	\$25.00 (for 12 people)		
Candy	\$1.00	\$40.00 (for 20 people)		
Soda (coke, diet coke, sprite)	\$1.00	\$25.00 (for 20 people)		
Coffee or Tea	\$1.00	\$25.00 (for 20 people)		
Beer	\$5.00	N/A		
Wine (by the glass)	\$6.00	N/A		
Customized Menu	Separate Pricing	Separate Pricing		
		Subtotal for Buffet or		
		Consumption		
		Concessions		
		Tax		
		Total		

## Menu Special Requests (additional fees may apply):

#### **Concession Policy:**

Proceeds from all Cash Concession sales go directly to TCP.

## **Ticket Agreement:**

TCP will post this event on their website and ThunderTix (ticketing agent), and the price will be \$\_\_\_\_ per ticket. Selling tickets online through TCP and ThunderTix will ensure that the seating capacity will not be exceeded. Walkins are acceptable but they cannot be guaranteed a seat.

All sales are final. Tickets to rental events are not transferrable to TCP productions.

#### Advertising:

Renter is responsible for creating and distributing their own advertising materials (e.g., digital, print) for their event, at their own discretion, and at their own expense. TCP agrees to add the event to our website and online ticket system, and on social media at TCP's discretion. TCP will not create any digital or print advertisements.

## Advertisement Agreement (if applicable):

#### **Facility Access and Etiquette:**

TPAC will be made available for the Renter in a timely fashion, and the Renter is expected to remove all of their belongings and vacate the premises in a timely fashion after their event. No overnight use, camping, squatting, etc., of TPAC is permitted. No smoking, vaping, or use of any other smokeless tobacco, marijuana, or other related products is permitted inside TPAC. No weapons, firearms, or dangerous materials are allowed on the premises at any time. Any possession of illegal objects or substances is strictly prohibited. TCP may involve law inforcement officials, and offenses may be grounds for cancellation of the event and/or banning the Renter from future use of TPAC. Renter will be financially responsible for any costs incurred due to cleaning, repairs or replacement of any TCP property that becomes soiled or damaged due to cirumstances directly related to their event. Renters are expected to arrive on-time for their event and strive to conduct their event in alignment with TCP's community-oriented goals and policies (see https://tiahwaga.com/about). TCP will not tolerate unruly behavior including but not limited to excessive noise, foul or combative language, violation of laws or rules and regulations, or physical violence or threats thereof. Such actions may result in the Renters' removal from the premises and/or contacting local law enforcement and will nullify the contract and no refund will be given.

### **Cancellation or Postponement:**

- Cancellation of the event by the Renter must be given to TCP in writing
- All cancellations by Contracting Party forfeit the Base Rental Fee of \$395 plus tax
- If the event is cancelled within 20 days, no monies will be refunded; however, TCP will work with the Renter to reschedule the event for no additional fee if rescheduled during the same calendar year

If the event must be postponed due to an emergency, act of God, force majeure, civil disturbance, or a State of Emergency, then TCP will reschedule the event based on TPAC availability and waive any rescheduling fee.

#### **Payments**

TCP may require an initial payment to reserve TPAC for the Renter on the requested date. Initial payment is due upon signing of this agreement. The remaining balance will be due on the first night of the event, or else will be invoiced to the Renter within 5 business days of the conclusion of the event. TCP can accept payments via cash, check, credit card, and PayPal.

## Affirmation

The undersigned signifies they have carefully read, understand and agree to the terms of this Rental agreement in whole, and agrees that no other written or oral representation, statements or inducements have been made in addition to or contrary to this agreement, and that they are authorized to execute this Rental agreement.

Signature and Print name of Renter	Date
Signature and Print name of TCP Representative	Date