



CAST THEATRICAL COMPANY, INC.

1921 Avenue G, Rosenberg, TX 77471

Email: casttheatricalcompany@gmail.com | Phone: 832-889-3808

RENTAL AGREEMENT FOR THEATRE USE (GENERAL)

The parties to this Agreement are Cast Theatrical Company, Inc., 1921 Avenue G, Rosenberg, Texas 77471, hereinafter referred to as *CAST* and _____, here after referred to as USER. Now the above parties to this Agreement agree as follows:

1. PURPOSE: The USER desires to use the Cast Theatrical Company, Inc. THEATRE space, located in the second floor of the Historic Vogelsang Building at 1921 Avenue G, Rosenberg, Texas; hereinafter referred to as the THEATRE, for the purpose of _____, and *CAST* agrees that the USER may use the THEATRE for this purpose.

2. TIME(S) OF USE:

a) Rehearsal date(s): _____ Time: _____

b) Performance date(s): _____ Time: _____

c) Is the use of the *CAST* Light & Sound Technician required?
Yes No (Fee \$25/hour unless otherwise arranged)

3. AREAS OF USE:

The areas which may be used consist of the theatre stage, dressing rooms, audience areas, lobby, green/ready room, kitchen area, restrooms. The USER agrees to accept the areas of use **in their present condition.**

4. USE OF THEATRE EQUIPMENT/PROPERTY:

- a) Lighting and Sound systems: The USER may use the theatre lighting and sound systems; however, the USER shall bear the cost of the *CAST* Lighting and Sound Technician of \$25/hour unless agreed otherwise. THE SOUND AND LIGHT SYSTEM SHALL NOT BE MODIFIED IN ANY MANNER WHATSOEVER without prior approval from *CAST*. Also, the USER must obtain prior approval from *CAST* to install any lighting or sound in addition to that already in place.
- b) Other equipment/property: The USER'S use of any other equipment or property on the premises must be agreed to by *CAST*.
- c) There shall be no modification of the premises in any way whatsoever without the written approval of *CAST*.

5. LIABILITY: It is agreed to and understood, by the parties hereto, that the USER will hold harmless *CAST* against any and all loss, cost, damages and attorneys' fees, due to bodily injury or property damage involving any and all of the performers, guests, personnel and any other persons involved in the use of the premises by the USER. The Policies & Procedures (attached) more fully discuss the liability assumed by the USER when it is using the THEATRE.

6. SAFETY: The THEATRE has a maximum fire safety seating capacity of 65 seats (plus two spaces for handicapped persons) in the main floor audience area. In addition, there may be up to thirty people in



the THEATRE involved in the production, ushering, etc. These capacities shall not be exceeded. Standing room in the audience areas shall not be permitted. It is the responsibility of the USER to see that these safety rules are followed at all times the USER is using the THEATRE.

7. FIRE EXITS: The two doors located from the lobby into the THEATRE, and the door to the backstage area, are classified as fire exits. The USER hereby warrants that access aisles to these exits will be kept clear, at all times, of all props and/or equipment utilized by the USER during its possession of the premises.

8. HEATING AND AIR CONDITIONING: The heating and air conditioning systems have been designed to maintain adequate temperature control in the theatre. Any necessary change in the temperature control settings shall be made by a CAST representative. The USER understands that all mechanical equipment is subject to malfunction. Should the system malfunction, an experienced contractor, retained by CAST to maintain and repair the system, will make all reasonable effort to keep the system operational. Should a malfunction cause a cancellation of a performance, CAST shall arrange alternate date(s) for the performances(s) at no charge to the USER.

9. CLEAN UP: The USER shall clean the area of use (see paragraph 3 above) such that the THEATRE is left in the same condition as it was when the USER occupied it for the first time (see Section 2.) Cleaning/Damage deposits will be partially refundable, depending on cleaning and supply costs incurred by the THEATRE post-performance.

10. GOVERNMENT AGENCIES AND LAWS: The USER shall comply with all laws, regulations, and ordinances that apply to the use of the THEATRE.

11. PERMITS, LICENSES, and TAXES: The USER shall pay all applicable Federal, State, County, City, etc. fees, taxes, etc. which pertain to the USER'S use of the THEATRE. Also, the USER shall obtain and pay for, all applicable permits and all required licenses, including authorizations to perform copyrighted material. CAST shall have no obligation with regard to copyrighted properties performed at the THEATRE.

12. RENTAL DEPOSIT: The USER shall pay CAST, at the time this Agreement is signed, a rental deposit of not less than 25% of the agreed upon fee. This rental deposit will be forfeited if the USER does not use the THEATRE in accordance with this Agreement.

13. CANCELLATIONS: The OWNER reserves the right to cancel the use of the THEATRE for reasons of safety of the audience or the facility; if required by a governing authority; or if CAST considers the content of the presentation to be inappropriate. If the OWNER cancels a performance, the rental deposit shall be returned to the USER. The OWNER shall not be responsible for any cost incurred by the USER because of a cancellation by the OWNER for the reasons stated above. If the USER cancels an event, the rental deposit is forfeited.



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14. CAST REPRESENTATIVE: The CAST representative is: _____. Contact this person if there are any questions or problems regarding the use of the THEATRE. The CAST Representative can be reached at: _____.

15. CLEANING/DAMAGE DEPOSIT: The USER shall give CAST a cleaning/damage deposit of \$100 (combined with #13 above) at the time the Agreement is signed. The OWNER and the USER will inspect the theatre after the USER has completed its use of the THEATRE. If the THEATRE is clean and undamaged the damage deposit shall be returned to the USER. If the THEATRE is not clean and/or is damaged, the cleaning/damage deposit shall be forfeited. Furthermore, if the costs to clean and/or repair the THEATRE exceed the amount of the damage deposit, the USER is responsible for those additional costs incurred by CAST.

16. POLICIES and PROCEDURES: The USER shall abide by all Policies and Procedures which CAST has established regarding the use of the THEATRE. These Policies and Procedures (copy attached) are an integral part of this Agreement, and have the same power and effect as every other part of this Agreement.

17. COSTS: The costs for the use of the THEATRE, as requested by the USER in paragraphs 1. and 2. of this Agreement, are as follows:

- a) Rehearsal: _____ days(s) at \$_____ per day..... \$_____
 - b) Performance: _____ days(s) at \$_____ per day..... \$_____
 - c) Other Use: _____ days(s) at \$_____ per day..... \$_____
 - d) CAST Light/Sound Technician: _____ hours @ \$25/hour \$_____
 - e) Cleaning/Damage Deposit (partially or fully refundable):..... \$ 100.00
 - f) Rental Deposit (refundable): 25% of total rental \$_____
- Total Due \$_____
- Total Due at Signing e) and f) above . \$_____

18. PAYMENTS:

- a) The cleaning/damage deposit and the rental deposit are due when this Agreement is signed.
- b) The payment for performance day(s), and other use day(s) is due five (5) days prior to the first day of use. If, for any reason, the USER fails to pay this amount within the prescribed time, this Agreement may be terminated at the sole discretion of the OWNER. If CAST terminates this Agreement for this reason, the Rental deposit is forfeited. Rental/Damage Deposit will be retained for Performance Charge if no damage is verified.
- c) Return of the Rental Deposit and/or the Damage Deposit, if appropriate under the terms of this Agreement, shall occur within five (5) days after the last use of the THEATRE by the USER.



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- 19. TICKETING: USER will be responsible for all on-site THEATRE box office sales.
- 20. INTEREST and PENALTIES: Interest shall accrue, at the maximum legal rate allowable, on all payments which are more than seven (7) days late.
- 21. ENTIRE AGREEMENT: This Agreement, including the Policies and Procedures (attached), is the entire agreement of the parties, and there are no oral representations, warranties, or promises which pertain to this Agreement.
- 22. COURT OPINIONS: In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not be held to invalidate or render unenforceable any other provision hereof.
- 23. DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.
This Agreement is entered into by the parties on the _____ day of _____, in the year _____ in Rosenberg, Texas and is fully performable in Fort Bend County, Texas. As evidenced by the signatures below, all parties have read and agree to all items contained in this Agreement and the Policies & Procedures attached hereto.

CAST:
 Cast Theatrical Company, Inc. 1921 Avenue G,
 Rosenberg, Texas 77471

By: _____
 Roger Bauer, President, Board of Directors
 Phone: (832) 889-3808
 casttheatricalcompany@gmail.com

USER:

 Printed Name

 Signature
 Organization: _____
 Title: _____
 Address: _____

 Phone: _____
 Email: _____