



CAST THEATRICAL COMPANY, INC.

1921 Avenue G, Rosenberg, TX 77471

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

RENTAL AGREEMENT FOR THEATRE USE

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 on 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. DATES/TIME(S) OF USE:

Date:		Time:	start to end
Date:		Time:	start to end
Date:		Time:	start to end

3. AREAS OF USE:

The areas which may be used consist of the theatre stage, dressing rooms, audience areas, lobby, green/ready room, 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: *CAST* will provide a technician to operate the lighting and sound systems. *USER* will provide requirements and *CAST* will set up according to our system's abilities.
- 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 all loss, cost, damages, and attorneys' fees, due to bodily injury or property damage involving all 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 *THEATER*.

6. **SAFETY:** The *THEATRE* has a maximum fire safety seating capacity of 81 seats in the main floor audience area. In addition, there may be up to 20 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 always followed the *USER* is using the *THEATRE*.

7. **FIRE EXITS:** The door located from the lobby into the *THEATRE*, and the doors 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.

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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 regarding 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.

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

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 in full. 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.

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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:

Hourly:	hours(s) at \$75 per hour.....	\$
Daily: (8+ hours)	days(s) at \$500 per day	\$
Cleaning/Damage Deposit (partially or fully refundable):.....	.\$	100.00
TOTAL DUE:	\$
Rental Deposit due at signing: 25% of total rental	\$
Balance Due five days before start of rental	\$

18. PAYMENTS:

- a) The cleaning/damage deposit and the rental deposit are due when this Agreement is signed.
- b) The balance 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.

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.

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This Agreement is entered into by the parties on the _____ day of _____, in the year 2021 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 Theatrical Company, Inc.

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By Roger Bauer, President

Signature:

USER:

Organization:

Printed Name:

Title:

Signature:

Address:

Email:

Phone: