

EARLY LIGHT ACADEMY BUILDING RENTAL AGREEMENT (NON-PROFIT)

Organization's Name: _____ Date: _____

Contact's Name: _____ Phone: _____ Cell: _____

Address: _____ City: _____ Zip Code: _____

Detailed description of Activity/Event (include # of participants, invitees, etc.):

Will there be tickets sold for this event? _____ If yes, ticket sales are the responsibility of the renter, **not** ELA.

Date(s) requested	Rehearsal times	Performance times	Set-up times	Clean-up times
Total hours:				

FACILITY RENTAL FEES – please include time to set-up and take-down

Facility	Rental Fee per Hour	Hours	TOTAL	Deposit
Theatre/Auditorium	\$80		\$	50%
Cafeteria only/with Kitchen	\$30/40		\$	50%
Choir Room/Small Conference Space	\$30		\$	50%
Classroom (each)	\$25		\$	50%
Gym	\$50		\$	50%
Library/Media Space	\$35		\$	50%
Parking Lot Only	\$20		\$	50%
Field/Playground Only	Single use: \$20 Seasonal use by agreement		\$	50%
TOTAL CHARGES FOR FACILITY ONLY			\$	50%
REFUNDABLE SECURITY DEPOSIT *to be determined by Director				\$
TOTAL DEPOSIT DUE WITH THIS AGREEMENT				\$

ADDITIONAL RENTAL FEES

Personnel	Charge per Hour	Hours	TOTAL	
Building Supervisor (required)	\$30		\$	
Technical Supervisor (required with Auditorium Rental)	\$30		\$	
Technical Staff (x2)	\$30 (\$15/person)		\$	
Janitorial (required)	\$30	Per performance	\$	
Ushers (required with an audience)	\$100 (see Usher Policy)	Per performance	\$	
Other Equipment Fees	*See List A		\$	
June 15 – August 15 Air Conditioning Usage Fee	Additional \$25/hr (\$150 max)		\$	
TOTAL CHARGES FOR ADDITIONAL RENTAL FEES			\$	
TOTAL CHARGE FOR FACILITIES as described above, minus 50%			\$	
FINAL AMOUNT DUE FOR USE OF FACILITIES, PERSONNEL & OTHER ADDITIONS (amount is due 14 days prior to rental)			\$	

ELA strongly discourages and may deny rental requests for Sundays and Holidays, as ELA personnel cannot be compelled to work on Sundays or Holidays.

By initialing items below, Renter consents and agrees to follow the policies and terms of this agreement.

Meeting with Technical Director:

_____ (Initial) Renter acknowledges that meeting with ELA's Technical Director is required for all Theatre rentals. This meeting is to determine rental equipment needs, availability, performance needs and audience parameters. No theatre rental will be approved prior to meeting with the Technical Director. Meeting is scheduled for (date/time) _____

Move-in/Move-out:

_____ (Initial) Renter shall not begin moving equipment, furnishings, other property or personnel onto the Premises prior to the reserved date and time. Any equipment, furnishings or other property belonging to Renter remaining on ELA property after rental date and time shall be deemed abandoned and may be disposed of by ELA, at such time and in such manner as ELA may determine at its sole discretion. Renter will be billed at the rate of \$35/hour for this service. Renter acknowledges that ELA shall have no liability whatsoever for any loss or damage to Renter's equipment, materials, or other property which may arise as a result of such disposal.

Usher Policy:

_____ (Initial) Renter acknowledges that an additional fee of \$100 is required for four (4) adult ushers provided by ELA when renting the theatre. For events less than 2 hours the required additional Usher Fee is \$50 dollars for two (2) adult ushers provided by ELA.

Conditions of Use:

_____ (Initial) In using the Premises, Renter, its employees, agents, guests, invitees, subcontractors, and Service Providers acknowledge and agree to the following:

- Renter shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders, conditions of use and policies of ELA.
- Renter shall obtain, at its expense, all required government licenses, permits and approvals.
- Renter shall refrain from using any portion of the Building, the Premises, or any other part of the ELA campus in any manner that may create a fire or other hazard, is inconsistent with applicable fire codes or policies, or could invalidate or increase the rate of insurance on the Building.
- Renter shall not construct any tents or other temporary structures on or around the Premises without the written approval of ELA, the Fire Marshal, and all other appropriate authorities.
- Renter shall refrain from using any portion of the Building or the Premises in any manner that constitutes a waste or nuisance, or causes injury to the Building. Renter will conduct their business within the Building in a dignified and orderly manner, with full regard for public safety, and in conformity with ELA fire and safety regulations.
- Renter acknowledges that all potential liability issues including nudity, adult content, and the use of any potentially dangerous props or other equipment are strictly prohibited.
- Renter acknowledges that the use of or consumption of food, drink, gum and glitter in classrooms or in any part of the theatre/auditorium is strictly prohibited.**
- Renter acknowledges that smoking (or Vaping) is prohibited entirely in places of public access and publicly owned buildings and offices (See Utah State Code R392-510-5).
- Renter acknowledges that ELA is a public school, therefore it is illegal for Renter, its invitees, and guests to possess or consume alcoholic beverages inside or on the grounds of any building owned or operated by a part of the public education system (See Utah code 53A-3-501).
- Renter acknowledges that ELA school grounds close at 10pm. State and local laws will be enforced.
- Renter acknowledges that they are not authorized to operate any equipment on ELA property without ELA consent.
- Renter acknowledges that supplies or equipment on ELA property cannot be removed from the premises.
- Renter acknowledges that animals or pets, service animals excepted, are not allowed on ELA campus.
- Renter shall sell/distribute no more than 408 tickets per show in ELA's theatre. Maximum occupancy rules apply to all rented spaces.
- Renters shall inform all participants that any questions they have concerning ticketing and/or your performance are to be directed to your staff and not to the ELA staff. Any money for ticketing will not be processed through ELA. Ticketing is the sole responsibility of the Renter.
- Renter acknowledges that advertising for the event is not allowed until this contract has been signed and approved by ELA and that ELA is not responsible for any advertising for the event.
- Renter acknowledges that selling of concessions by the renter is prohibited. The renter shall not give away or sell any items other than tickets or programs on ELA property without prior written permission.

Rental Deposit and Payment:

_____ (Initial) Upon the execution and delivery of this Agreement to ELA, Fifty percent (50%) of the total Facility Rental Amount (including rehearsals) shall be due, in advance, upon signing of the contract. Facility Rental Amount does not include fees for personnel, janitorial, equipment and/or miscellaneous fees, or payment for any damage that may occur to ELA property caused as a result of this rental. Estimated balance of the total rental is due a **minimum of 14 days prior to rental date**. The balance of the Facility Rental Amount, together with all personnel, janitorial, equipment and/or miscellaneous fees, or other costs, shall be paid by check payable to “Early Light Academy” and shall be delivered to ELA’s main office, and to no other entity. Should you incur additional fees during your rental due to damage to the Premises or other property of ELA caused as a result of this rental, said charges will be billed to you following your performance. If we do not receive your payment by the due date, 10% of the total balance due will be charged for each month the account is delinquent. We reserve the right to refer your account to a collection agency. You will be responsible for any additional charges incurred.

Suitability of Premises:

_____ (Initial) ELA makes no representation warranty or agreement that the Premises, parking, or ancillary facilities are suitable for Renter’s intended purpose. Renter acknowledges that Renter has inspected the Premises and agrees to accept the Premises as they are on the date of this Agreement..

Security Deposit/Return of Premises:

_____ (Initial) At the discretion of the Director, the Renter may be charged a refundable security deposit of up to \$1,000. The Director shall determine the amount of the security deposit based on the size of the group, the location of the activity, and the type of activity involved. Security deposits shall be paid by the Renter in a separate check and due upon signing of contract and deposited by ELA. Renter shall return the Premises and the Building to ELA in the same condition as received by Renter, normal wear and tear excepted, and shall pay any costs to repair or restore the Premises or the Building (and all ELA property). Following the use period, the Director or Building Supervisor shall inspect the facility for damage, mess requiring extra cleanup time or rental time overage and record it on Building Supervisor Report (See attached). Any such extra charges will be deducted from the security deposit, and the remaining security deposit shall be refunded to the user. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded.

Cancellation by Renter:

_____ (Initial) Should Renter cancel the Event ninety-days (90) or more before Event, ELA shall refund ninety percent (90%) of the Rental Facility Deposit and all other fees previously paid by Renter. Should Renter cancel the Event thirty days (30) to eighty-nine days (89) before the Event, ELA shall refund fifty percent (50%) of the Rental Deposit and all other fees previously paid by Renter. Should Renter cancel the Event less than thirty days (30) before the event, ELA shall refund twenty-five percent (25%) of the Rental Deposit and all other fees previously paid by Renter.

Liability/Indemnification:

_____ (Initial) Renter shall indemnify and defend the school and its affiliates, and their officers, directors, and employees and agents, from and against any and all costs, losses, damages and liabilities (including, without limitation, reasonable attorneys fees, interest and any penalties) incurred or suffered by the school or any of its affiliates (or any of their officers, directors, or employees) with respect to, in connection with or arising out of Renter’s use of the school’s facilities.

Insurance:

_____ (Initial) Renter shall maintain Commercial General Liability insurance, with No Exemptions, with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Any Service Providers or Subcontractors associated with Renter must also provide proof of insurance and be pre-approved by ELA prior to commencing services. Non-profit renters as no longer required to produce Liability insurance.

Use of Facilities:

_____ (Initial) As Renters of ELA facilities, we assume all responsibility for the activity and will not violate any city, county or state law. We understand and agree to comply with all use policies of the school. Renter will pay in full for any loss or damages to buildings, equipment or grounds, as a result of this activity in full. We hereby acknowledge having received, read and agree to abide by the school’s use policies. We acknowledge that the school may terminate this agreement at any time.

Insurance:

_____ (Initial) Renter shall name ELA as additionally insured under Renter's General Liability insurance if applicable.

Signature of Applicant: _____ Date _____

RENTAL APPROVAL FROM EARLY LIGHT ACADEMY (To be filled out by ELA)

_____ (Initials) \$1,000,000.00 ACTIVE LIABILITY insurance. A copy of the certificated of insurance is attached to this agreement. (preferred, but not required with non-profit renters)

\$_____ Deposit has been collected with this agreement.

Balance of \$ _____ Due: _____

Additional Conditions:

You are hereby granted this PERMIT to use the School's facilities as described above. Use at your own risk. The School is immune from liability for your use pursuant to UCA § 53A-3-413 and -414 and § 63G-7-301(5).

Signature of Technical Director:

_____ Date _____

Signature of Approval from School Personnel:

_____ Date _____

EARLY LIGHT ACADEMY RESERVES THE RIGHT TO REFUSE A RENTAL AGREEMENT.

**EARLY LIGHT ACADEMY
BUILDING SUPERVISOR REPORT**

Building Supervisor Report (To be completed after rental period):

Renter shall return the Premises and the Building to ELA in the same condition as received by Renter, normal wear and tear excepted, and shall pay any costs to repair or restore the Premises or the Building (and all ELA property) to such condition, unless the damage is caused by the sole negligence or willful misconduct of ELA, its employees or subcontractors.

_____ (initials) No problems, everything was fine

Renter stayed past rental time (# of extra hours) _____

Excessive mess (# of extra hours required to clean) _____

Damage/Vandalism/Theft/Burglary:

Report Completed by _____ Date and Time _____

OTHER EQUIPMENT RENTAL FEES (LIST A)

To be filled out with ELA's Technical Director

Standard Rental includes: One Wireless Handheld Microphone, House Lights and white wash on stage.

Additional Rental Equipment			
<u>Additional Equipment</u>	<u>Price</u>	<u>Amount</u>	<u>Total</u>
Projector	\$125		\$
Spotlights	\$50 each		\$
Wireless Body Microphone	\$75 each		\$
Additional Handheld Microphone	\$50 each		\$
Additional Lights: Bid upon request	Bid upon request		\$
Lighting Designer: Bid upon request	Bid upon request		\$
Ushers	\$200		\$
Box Office	\$200		\$
Fog	\$100		\$
Spike Tape	\$15/roll		\$
Gaff Tape	\$20/roll		\$
Marley Floor (35' wide by 24' deep)	\$1000		\$
Orchestra Chairs	\$3/chair		\$
Open Pit	\$2000		\$
Trap Door	\$250/each		\$
Piano	\$100		\$
Piano Tuner	\$150		\$
Podium	\$25		\$
Quick Change Dressing Rooms (2 total – holds 2 people)	\$25/each		\$
Classrooms can be rented if additional dressing room space is needed.	\$30 per classroom		\$
TOTAL COST from list A			\$

Technical Director's Signature _____