FOX THEATRE RENTAL AGREEMENT

The Alliance for the Encouragement of the Visual and Performing Arts, Inc. (AEVPA), a non-profit corporation, owns and manages the property known as the Fox Theatre. This agreement is made between the AEVPA and ______

(renter). All parties must agree upon the following terms before a date for an event is considered approved:

- 1. The renter shall use the Fox Theatre for no other purpose or business than that of ______. The renter shall not permit anything of an improper, illegal or immoral nature in the Fox Theatre.
- The rental of the Fox Theatre includes all carpets, chairs, stage equipment, scenery, and other theatrical fixtures and appurtenances belonging to the premises, except as listed in section _____ and except for the concession stand which the AEVPA will use at its discretion, for the dates specified in this lease agreement.
- 3. The Fox Theatre is a smoke-free facility. No smoking is permitted within the building unless required for a performance and pre-approved by the AEVPA.
- All renters of the Fox Theatre must carry and provide proof of liability insurance against loss, damage or injury, of every kind in a minimum sum of \$_____.
 A copy of a current insurance certificate must be provided to the AEVPA.
- 5. The renter shall take good care of the premises, including the stage floor and all painted surfaces, and maintain all the personal property, equipment, furnishings and furniture in good condition and in good repair during the terms of this lease, and at the expiration of the term shall deliver up the same in good order or condition. All plate and other glass now in the premises is at the risk of the renter, and if broken is to be replaced by and at the expense of the renter.
- 6. The renter shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, and city government and of all department and bureaus applicable to the premises, including those concerned with the correction, prevention, and abatement of nuisances on the premises during the term of this lease.
- 7. The renter shall not assign this agreement or sublet or underlease the premises or any part of it or make any alteration on the premises without the AEVPA's written consent.
- 8. AEVPA shall not be liable to the renter or any other person or corporation, including employees, for any damage to their personal property caused by water, rain, snow, frost, fire, storm and accident, or by breakage, stoppage, or leakage of water, gas, heating and sewer pipes, or plumbing upon, about or adjacent to the leased premises. The renter shall hold harmless the AEVPA and any and all

members and those associated with the AEVPA free and without harm or liability, from any loss, damage liability or expense that may arise during, or be caused in any way by such use of the Fox Theatre building.

- No event will be considered finalized or booked until this agreement and the Facility Rental Form have been completed and returned to the AEVPA with original signatures.
- 10. All times for rehearsal, setup, performances or events must be listed below:

Date	From From	 Hours Hours Hours Hours Hours Hours	 Rehearsal/Setup Rehearsal/Setup Rehearsal/Setup Rehearsal/Setup Rehearsal/Setup Rehearsal/Setup Rehearsal/Setup Rehearsal/Setup Rehearsal/Setup
Date Date Date Date Date Date Date Date		 Hours Hours	 Performance or Event

Total Time for Performance/Event: _____

11. If you need the AEVPA to assist with load in/load out crew, please complete the following chart: (There is an hourly charge for this service)

Load In Start Time	
Load in Number of Crew	
Estimated Performance Ending Time	
Load Out Starting Time	
Load out Number of Crew	

- 12. Sound/Lighting Request: (please check all items required for your performance or event)
 - _____ General Lighting
 - _____ Basic Sound Reinforcement
 - _____ Light/Sound Technician

13. Furniture/Equipment Request: (please check all items required for your performance or event)

_____ Digital Projector _____ Spotlight (1)

_____ Portable Sound w/ Mic

Other equipment may be necessary and is the responsibility of the renter to procure.

- 14. Custodial Staff and Technicians are required to be in attendance at all times during events. Fees for custodial staff and technicians may be waived by the AEVPA.
- 15. The rent for the Fox Theatre building is \$______. A deposit equal to one-fourth of the rent is due at the time of booking and applied to the total rent due. All deposits for facility rental are non-refundable. The remaining rent and any subsequent fees are due and payable 14 days after the event.

Rental fee calculation:

Item	Rate	Hours/Days/Items	Total
Performance/Event – Category A	\$600 / day		
Performance/Event – Category B	\$350 / day		
Rehearsal/Occupancy	\$100 / day		
Custodial Staff (1 hour minimum)	\$20 / hour		
Light/Sound Technician (1 hour minimum)	\$30 / hour		
Load In and Out Crew	\$20 / hour		
 Sound System: One Presonus Digital Mixer with 32 Channels Four Shure PG58 Microphones with Boom Stands Two Main Speakers Wall Mounted Two Monitor Speakers One 150' 8 Channel Snake One 100' 24 Channel Snake 	\$50 / event		
Projector for the Large Screen	\$100 / day		
Spotlight	\$50 / event		
		Total Fees	

- 16. A damage deposit equal to \$_____ is due and payable at the time of booking.
- 17. The renter shall provide the AEVPA with _____ complimentary free tickets.
- 18. Any additional terms, including rental of equipment and furniture/fixtures, shall be supplied in an addendum when necessary.
- 19. The covenants and agreements contained in this agreement shall be binding on the parties to this agreement and on their respective successors, heirs, executors, and administrators.
- 20. This agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.
- 21. This agreement constitutes the entire understanding of the parties and supersedes any prior representations and agreements.

The below signed representatives agree to follow all policies and procedures set forth in this agreement.

Renter's Name (printed) Renting Group or Individual Billing and/or Renter Address, if different		Renter's Signature			
		Date			
		Telephone	E-mail		
AEVPA Agent Name (printed)		AEVPA Agent Signature			
Mailing address:	Fox Theatre (AEVPA) P.O. Box 211, McCook,	Date NE 69001			