



ALCAZAR THEATRE RENTAL AGREEMENT
4916 Carpinteria Avenue | Carpinteria, CA | 93013
(805) 684-6380 | www.thealcazar.org

This agreement is entered into between Carpinteria Community Theatre, Inc. dba ALCAZAR THEATRE (hereinafter referred to as "ALCAZAR") and the Organization, Sponsor, or Individual (hereinafter referred to as "USER").

USER represents that its legal name, authorized representative, corporate address and contact information is as follows:

Legal Name: _____

Contact Person & Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell Phone: _____

Email: _____ Federal Tax ID# _____
(Federal Tax ID must be submitted with contract)

USER represents that its corporate filing status is For Profit Non Profit (check one)

Type of event(s): _____ Event open to the public: yes no

Event Name: _____
(Event Name/Artist/USER cannot change without written consent from PPT)

Date of Event (s): _____

Time of actual Event(s) From: _____ To: _____

Time of Set-up: _____ Time of Break-down: _____

Rehearsal schedule (if any) day(s) & time: _____

Pursuant to this Agreement, USER Agrees as Follows:

- A. Rental of the facility entitles USER to use dressing room, lobby, and house lights.
- B. All artwork, advertising, press releases and other related printed or auditory materials related to the event shall be submitted to ALCAZAR's PR representative for approval 6 weeks prior to Event. The Alcazar Theatre logo shall be included on all printed materials.
- C. USER agrees to maintain an adequate insurance policy to cover any liability or property damage losses arising from its Event, and agrees to add ALCAZAR, as well as its Directors, Officer and Volunteers, as Additional Insureds to all of USER's policy(ies) of insurance which may potentially cover any claims, losses, injuries, damages or suits arising from the Event. A certificate of liability insurance must be provided by USER to ALCAZAR at least 14 days before the Event. In the event USER or USER's broker or agent fails to obtain the required coverage as indicated on the Certificate of Insurance, USER agrees to defend, indemnify and hold harmless ALCAZAR from any claims, losses, injuries, damages or suits arising from the Event. ALCAZAR reserves the right to cancel the event if certificate of liability insurance is not provided.
- D. This agreement may not be amended or modified except in writing signed by all parties, and no oral or written representations shall modify or supersede the terms of this written agreement unless signed by all parties.
- E. The person signing this Agreement on behalf of USER represents and warrants that he or she, without exception or condition, has all the requisite power and is duly authorized to sign this Agreement on behalf of USER and to legally bind and obligate USER.
- F. USER agrees to advise all members of its Event of the rules and regulations herein and will ensure compliance with all the stated rules and regulations, without exception.
- G. ALCAZAR reserves the right to require security at any Event based upon its sole discretion. If ALCAZAR requires security for USER's Event, USER shall be responsible for all costs of security, and shall ensure only trained, licensed security personnel are used at USER's Event. All security companies/personnel must be approved by ALCAZAR at least three days prior to the Event.
- H. USER agrees to pay ALCAZAR _____ as a Rental fee for Event. This Rental Fee must be paid in full by USER to ALCAZAR at least three days prior to event, or it will be within the discretion of ALCAZAR to cancel USER's Event.
- I. USER agrees that in the event of any claims or litigation arising from USER's Event or any claims or disputes related to this Agreement, the proper forum for such claims shall be Santa Barbara County, California.
- J. In the event that any portion of this Agreement is deemed to be invalid by any court of law, arbitrator or trier of fact, the remaining portions of this Agreement shall continue to be valid to the fullest extent allowable by the law.
- K. ALCAZAR maintains an excellent reputation in the community and reserves the right to cancel and terminate any USER event that involve illegal activities or any activities that are not deemed by ALCAZAR, in its sole discretion, to be conducive to its mission as a nonprofit community theater, whether said activities are performed by USER, its employees, contractors, or guests. In the event of any such cancellation/termination, USER agrees to bear the costs and incidental expenses arising to it from any such cancellation/termination.

L. Liability and Indemnity: USER shall reimburse ALCAZAR (including its respective Directors, Officers, agents, insurers, members and volunteers) for and will indemnify, immediately defend and hold harmless ALCAZAR and its officers, directors, partners, agents, insurers, members, volunteers, employees, and their heirs and families from and against any and all loss, demands, claims, damages, injuries, or causes of action asserted against ALCAZAR arising in whole or in part out of or by reason of (i) any accident, occurrence, injury, damage or loss arising from or related to USER's Event, or for any hidden or apparent defect on the premises rented; (ii) any damage or loss of any property of USER, its employees, contractors, agents, members, affiliates or guests, whether this damage or loss occurs on the ALCAZAR premises or on any other part of the property surrounding ALCAZAR; (iii) any claims, losses, contractual disputes or damages arising from any of USER's employees or independent contractors; and/or (iv) any act, negligence, fault or omissions by USER, its agents, employees, contractors, affiliates or guests, whether occurring on the premises or any other portion of the property. USER's reimbursement shall include, but not be limited to, any and all penalties, fines, assessments, damages, interest, settlement amounts, judgments, losses, reasonable attorneys fees, and other expenses and this right to reimbursement, defense and indemnity shall survive the expiration of this rental Agreement term.

M. Because of USER's insurance obligations under this Agreement, USER assumes full responsibility for the condition of the premises throughout the rental term, and hereby waives all rights and claims against ALCAZAR for any and all loss or damages to USER, including injury or death, unless caused by the gross negligence or intentional act by ALCAZAR's Directors or Officers. USER agrees to waive all rights and claims against ALCAZAR for any theft, vandalism, failure of any utilities or plumbing, or third party acts/omissions.

N. USER agrees that there will be no smoking, fires, lighters, matches or flames used in ALCAZAR unless prior written approval from ALCAZAR is granted. Such approval shall only be granted for limited purposes when theatrically necessary.

O. SPECIAL TERMS: The following terms shall apply:

USER: _____ Date: _____
signature

printed name

ALCAZAR: _____ Date: _____
signature

printed name

Certificate of Insurance Provided: _____ Date: _____

Deposit received in the amount of: _____ Date: _____

Payment received in full in the amount of: _____ Date: _____