

Rogue Theatre Rental Agreement

This Rental Agreement is entered into between Rogue Theatre INC.
hereinafter referred to as "RT INC"

and _____ hereinafter referred to as
"USER."

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

LegalName _____
Authorized
Representative _____
Address: _____
Phone: _____ Fax: _____
Email: _____ Federal Tax ID#: _____

Federal Tax ID must be submitted with this contract.

USER represents that its corporate status is that of a ___ For Profit ___ Non-Profit (check
one).

If USER is non-profit organization for purposes of this Agreement, USER certifies
that it is exempt under Section 501 (c)(3) of the United States Internal Revenue Code. If
USER's use of facility is for the first time, USER must provide RT INC. a copy of its IRS
tax-exempt determination letter.

Event Name: _____ **Event Date:** _____

Event name/artist/USER cannot change without written consent from RT INC.

It is agreed as follows:

- 1) Rental of the facility entitles USER to the use of the dressing rooms, ticket booth
(if needed), lobby, house theatrical lighting and basic public address systems. If USER
chooses to supplement any equipment it is at the sole cost of USER.
- 2) RT INC. makes no warranty either expressed or implied, as to the condition,
fitness, merchantability or suitability of the Facility for USER's purpose or needs. Prior
to executing this Agreement, USER acknowledges that USER's authorized representative has
had the opportunity to inspect the Facility and to become acquainted with the condition of the
Facility, and has in fact done so. USER agrees to accept and use the Facility "as is".
- 3) USER may not make any alterations or attachments to the Facility.
- 4) USER will not make any unlawful or offensive use of the Facility.
- 5) USER will not allow any sort of pyrotechnics at Facility for any reason.

Facility is being rented for _____ **Date of event** _____

It is understood that Event cannot change without PRIOR written consent from RT LLC.

A. FEES:

- 1) A basic rental fee is \$1,000. A deposit of \$500 shall be paid in advance of event

scheduled at Facility in order to reserve the date. The deposit shall accompany a signed copy of this Agreement which shall be sent back no later than fourteen (14) days of receiving this Agreement.

2) All deposits are non refundable.

B. Technical Personnel

- 1) Designated RT INC technical personnel must be present at all times during USER's occupancy of Facility.
- 2) In the event that USER desires to bring in their own technical staff ie; house mixer, monitor mixer etc, it MUST be approved in writing 21 days BEFORE event.
- 3) Payment of technical personnel is the sole responsibility of USER.
- 4) If determined by RT INC. Facilities house system cannot support the Events sound needs additional sound reinforcement will be the sole responsibility of USER at USERS cost.
- 5) Additional labor ie. loaders are the sole responsibility of USER.

C) Box Office

- 1) RP LLC can provide a box office attendant from 6pm-10pm (time can change depending on start time) on day of show at a flat fee of \$50.
- 2) RT INC is to have control of tickets and be sold exclusively by RT INC.
- 3) USER must use RT INC. existing ticket outlets, internet and phone ordering options.
- 4) A \$3 service charge shall be incorporated into the overall ticket price and be paid to RP LLC before Facility is secured after event.
- 5) RT INC. will withhold 4 tickets to event which will be marked "complimentary".
- 6) RT INC. can print tickets and posters for Event, this will be done at as an added cost and at USERS request.

D. Concessions

- 1) All food and beverage concessions will be operated by RT INC. and all revenue will belong to RT INC.

E. Security

- 1) RT INC. mandates that our security team must be present at event.
- 2) USER will be responsible for the cost of security at event.
- 3) Cost of security can change depending on amount of personnel needed. The amount of security will be determined by RT INC.

F. Insurance

1) At least fourteen (14) days prior to occupancy, USER must provide RT INC. with a certificate of liability insurance in which the following parties are named as additional insureds for the duration of USER'S occupancy:

Rogue Theatre INC, it's directors, officers and volunteers.

The combined limits of said policy shall not be less than One Million Dollars (\$1,000,000) for injury to persons and/or damage to property. RT INC. reserves the right to cancel event and retain full amount of the reservation deposit if certificate of liability insurance is not provided consistent with this provision.

