



**Grover C. Maxwell
Performing Arts Theatre**
RENTAL AGREEMENT

State of Georgia
County of Richmond

This agreement made and entered into this ____ day of ____, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, for and on behalf of Augusta State University (hereinafter called "Owner") and

(hereinafter called "Permit Holder"). Unless otherwise recited herein, it is understood and agreed that the Permit Holder named herein is the real party in interest as such Permit Holder and is not acting for or on behalf of any undisclosed principals. If it shall hereafter appear that the named Permit Holder is not the real party in interest or is acting for a previously undisclosed principal, that fact shall be grounds for the immediate cancellation of this agreement or any remaining portion thereof without liability on the part of the Owner. The balance of any fee for the rental shall be forfeited.

WITNESSETH THAT

WHEREAS the Permit Holder desires to temporarily occupy and utilize certain of Owner's hereinafter described properties and facilities; and

WHEREAS, Owner is willing to allow Permit Holder to temporarily occupy and utilize said properties and facilities, but only upon the promises, covenants, and agreements hereinafter set forth;

NOW, THEREFORE, in consideration of the Premises and their mutual promises, covenants, and agreements hereinafter set forth, the parties agree as follows:

PREMISES INVOLVED

1. The Premises covered by this agreement for temporary occupancy and use is The Grover C. Maxwell Performing Arts Theatre located on the campus of Augusta State University at 2500 Walton Way, Augusta, GA 30904-2200.

TIME OF USE

2. The time during which the Permit Holder shall be permitted to occupy, use, and enjoy the above described Premises shall be as follows:

Dates	Setup/Rehearsal Time(s)	Program or Performance Time(s)

CONSIDERATION

3. In consideration of Owner's willingness for the Permit Holder to occupy, use, and enjoy the Premises as above indicated, the Permit Holder agrees to pay Owner the sum per the "Fees and Expenses Schedule" attached to this document. The Guarantee Deposit, as listed on the "Fees and Expenses Schedule" (line 9), shall be due and payable to the Owner on or before _____, as forfeit in the event the Permit Holder is unable (through no fault of the Owner) to present the act or group named in this contract.

4. The permit given by these presents is for the purpose _____ and none other.

RESPONSIBILITIES OF OWNER

5. Owner agrees to furnish all necessary lights, heat, and ordinary operating equipment as may be needed by Permit Holder, but Permit Holder shall furnish any and all of such extraordinary equipment as shall be an integral part of, or peculiar to, the use to be made of said space by Permit Holder, and shall pay for all extraordinary lights, heat, or water necessary to operate said equipment.

The Owner shall be responsible for furnishing all necessary stage hand, property men, House Manager, and other labor essential to install, operate, service, and remove all equipment belonging to Permit Holder, and to ensure the professional management of the theatre during performances. Permit Holder shall pay the expenses for this labor as listed on the "Fees and Expenses Schedule."

The Owner shall be responsible for all police and security functions on said Premises, and the Permit Holder shall reimburse the Owner for all related expenses incurred in the performance of this responsibility. The Permit Holder is required as a condition of this agreement to confer well in advance of the use with the Owner who will in turn determine a police and security plan including a specification of the number and type of officers required. The owner shall be empowered to take the steps necessary to insure full compliance by the Permit Holder with the provisions of this contract relating to the health, welfare, morals, and safety of the using public. In the performance of the police and security functions, all duly empowered police and security officers shall be required and instructed by Owner to observe and enforce all applicable laws of the State of Georgia and the City of Augusta.

The Owner shall be responsible for all maintenance, set-up of Premises equipment, placement, clean-up, etc. The Permit Holder shall reimburse the Owner for expenses incurred beyond the normal work week or in the event that extraordinary measures are needed to perform this responsibility as included in the "Fees and Expenses Schedule." Permit Holder shall provide Owner a list of set-up equipment and placement needs 14 days prior to event.

The Owner reserves the right, by and through its agents or employees, to remove any objectionable person or persons from the Premises, and Permit Holder expressly waives any right to damages for such removal.

It is understood and agreed that in the event of any default or nonperformance hereunder or breach of the provisions of the contract by the Owner, the liability of the Owner therefore shall in any event be limited to the return to the Permit Holder of the fee paid to the Owner for the particular performance or period of times of which the Permit Holder is thereby deprived.

In the event that fire, wind storm, casualty, war, or other unforeseen circumstances shall result in damage to the Premises that shall render it impossible or impracticable for the Owner to perform its obligations hereunder; or if the intended performance shall be made impossible by strike, riot, or other cause without the control of the Owner, this agreement shall stand canceled, and the Owner shall not be liable to Permit Holder for any damages as a result of such cancellations. It is understood and agreed that the Premises and the keys thereto shall be at all times under the charge and control of the manager of the Premises.

RESPONSIBILITIES OF PERMIT HOLDER

6. The Permit Holder agrees that every member connected with said concert, entertainment, or other purpose for which said Premises is rented shall abide by, conform to, and comply with all laws of the United States and the State of Georgia, and that the rules and regulations of the Owner for the government and management of the said Premises together with all rules and regulations and requirements of the Police and Fire Department of the City of Augusta, and will not do, nor suffer to be done anything on said Premises during the term of this agreement in violation of any rules, laws, and regulations; and if the attention of said Permit Holder is called to such violation on the part of the said Permit Holder or any person employed by or admitted to the said Premises by the said Permit Holder, such Permit Holder will immediately desist from and correct such violations.

Permit Holder agrees that it will not in any injure, damage, mar, or deface the building, furniture, fixtures, or equipment in or about said Premises and shall reimburse the Owner for any such damage or injury caused by it, its employees, agents, or other persons admitted to the Premises by said Permit Holder, its agents, or employees.

Permit Holder agrees that no portion of the sidewalks, entries, passages, vestibules, halls, elevators, and all ways of access to public utilities of said buildings shall be obstructed by the Permit Holder or used for any purpose other than for ingress and egress to and from the doors, skylights, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, and passageways; also radiators and house lighting attachments shall not be used for any purpose other than that for which they were constructed and no sweepings, rubbish, rags, insoluble papers, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatsoever shall be paid by the Permit Holder.

All property brought onto the Premises by the Permit Holder shall be at the risk of Permit Holder, and the Owner shall not be liable for any damages or injury to Permit Holder, its agents, or employees.

Permit Holder will determine that all exits are unlocked and access thereto are free from all obstructions at all times the Premises are occupied, all aisles are kept clear, and no seating in the aisles permitted at any time, and all exit lights are burning at all times during occupancy. Temporary seating arrangements, when approved in writing by Owner, shall be in full compliance with respect to accepted standards of aisles and exit access.

In the event that the performance contemplated under this agreement is centered around the personal appearance of any "big name" box office personalities or star(s), Permit Holder agrees that no substitutions for such personalities or star(s) will be made without the written consent of the Owner.

Permit Holder agrees that it will not bring upon the Premises as a principal performer, lecturer, or demonstrator, any person of a questionable character or reputation whose appearance might cause embarrassment to the Owner as a public body because of such questionable character or reputation. If such person is brought or proposed to be brought up said Premises, the Owner may in its sole discretion cancel this lease or any remaining portion thereof without any liability on the part of said Owner. The balance of any fee for the rental shall be forfeited.

Permit Holder agrees that no soft drinks, candy, or foods of any kind shall be sold, served, consumed, or allowed to be consumed by Permit Holder, its agents, employees, or invites in the auditorium. By prior arrangement and understanding, such food and soft drinks may be sold and consumed only on the patio or lobby of the theatre, and may not be brought into the auditorium.

Permit Holder agrees that no beer, wine, or intoxicating liquor of any kind or character shall be sold, served, or consumed by Permit Holder, its agents, employees, or invites on said Premises. In addition no tobacco product shall be consumed inside the Premises or within 25 feet of any entrance to the Premises.

Permit Holder agrees that the adjacent parking area shall be operated and access to and from determined by Augusta State University Public Safety. No charge for admittance will be made to vehicles in the Premises parking area. Permit Holder agrees to pay the Parking Fee as indicated on the "Fees and Expenses Schedule" for all performance dates.

If the Permit Holder or the act he represents desires to sell programs, posters, photographs, records, etc., they shall be handled by the following ways:

- a. Sold by agent of the Permit Holder in locations(s) of the Premises that do not conflict with the Owner's food concessions. Locations(s) for Permit Holder to be determined by Owner.
- b. Names, address, phone numbers, and the type of item(s) being sold by outside vendor(s) shall be furnished to the Owner at the time the agreement is signed.

Permit Holder understands that the Owner will not be a sponsoring or supporting party to this event (unless otherwise agreed to in writing), and all posters and ticket advertising, verbal offerings, ticket sales, and other similar notifications on the part of the Permit Holder shall in no fashion whatsoever state or imply support or sponsorship by Owner. Failure by the Permit Holder to comply with this provision shall be considered automatic grounds for cancellation by the Owner. All deposits will be forfeited if the event is canceled for a violation of this provision.

NONASSIGNABILITY

7. The permit, use, and occupancy provided for hereunder shall not be assigned by Permit Holder to any other corporation, association person, or entity whatsoever.

INDEMNIFICATION AND INSURANCE

8. Permit Holder agrees to indemnify and save Owner harmless from and against any and all liability or loss due to death or personal injury to any person or from theft of or damage to the property of either the Permit Holder or any other person or corporation arising from or out of Permit Holder's temporary occupancy and use of the Premises regardless of fault. Owner shall not be liable to Permit Holder for damages or otherwise for injury or loss suffered by any person arising from any defect in construction, maintenance, or operation of the Premises.

Permit Holder shall, at its own cost and expense, obtain and maintain public liability insurance covering the period of its occupancy and use of the Premises, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia, with limits of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person, a total of \$2,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and a limit of not less than \$1,000,000 for all damage to or

destruction of property in any one accident. This public liability policy shall insure Owner and Permit Holder against all liability, damage, claim, or demand in any way arising out of or in connection with Permit Holder's occupancy or use of the Premises under this agreement. Permit Holder shall furnish Owner with a copy of the policy and evidence of full payment of the premium thereon 14 days prior to occupancy and use of the Premises, and said policy shall have a clause showing that the insurance is in force and noncancellable prior to occupancy and use of the Premises by the Permit Holder in the absence of written notice by the Insurer to Owner prior to the occupancy and use of the Premises by Permit Holder pursuant to this Rental Agreement.

It is further agreed by and between the parties as follows: Any incidents of drug use, alcohol use, uncontrollable crowds, and any related incidents will result in no further contracts with you/r company.

IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be signed as of the day and year first mentioned above.

PERMIT HOLDER (RENTING ORGANIZATION) _____ **AUGUSTA STATE UNIVERSITY AND
THE BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA**

BY: _____
(print name)

BY: _____
(print name)

(signature) for Permit Holder

(signature) for Augusta State University

Title or Office in Organization of Permit Holder

Facilities Reservation Coordinator
Title at Augusta State University