**Tennessee Shakespeare Company Facility Rental Contract**

This agreement made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ is between **TENNESSEE SHAKESPEARE COMPANY** (“**LESSOR**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**LESSEE**”). Both parties intend this document to be a contract for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (event), to be held at **TENNESSEE SHAKESPEARE COMPANY**, 7950 Trinity Road, Memphis, TN 38018-6297, on the date(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and are bound by the terms as follows:

1. **LESSEE REPRESENTATIVE AND EVENT CONTACT**

**REPRESENTATIVE:**

**NAME:**

**COMPANY:**

**ADDRESS:**

**PHONE:**

The above-named representative shall execute this agreement on behalf of **LESSEE** and warrants that s/he is authorized to do so.

**EVENT CONTACT:**

**NAME:**

**COMPANY:**

**ADDRESS:**

**PHONE:**

**E-MAIL:**

Access and entry to the facility by any event participant will only be allowed upon the on-site arrival of the **LESSEE** Event Contact unless prior written notification of an alternate designated person(s) of authority is submitted and approved. Notification will include the name(s) and all appropriate contact information for the designated individual(s).

1. **EVENT DETAILS**

**NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EVENT DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LOAD-IN/SET-UP TIME: \_\_\_\_\_\_\_\_\_ EVENT TIME: \_\_\_\_\_\_\_ LOAD-OUT/EXIT TIME: \_\_\_\_\_**

If requested, **LESSEE** shall provide to **LESSOR** an event timeline no later than one week in advance of the event date. There is an overtime charge of $150.00 per hour for additional rental time required at the end of the stated rental period for failure to load out and leave premises by stated time unless otherwise approved by **LESSOR**’s Production Manager/Facility Manager. This includes load-out of all entertainment and sound equipment and any other event equipment brought in by **LESSEE**.

**ROOMS/FACILITY SPACES ENGAGED:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**APPROXIMATE NUMBER OF PARTICIPANTS: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**(LESSEE** shall provide a final head-count not less than 24 hours prior to the start of the event.)

1. **FEES AND PAYMENT**

**RENTAL FEE:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLEANING DEPOSIT:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (REFUNDABLE)

**RESERVATION DEPOSIT:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(NON-REFUNDABLE)

**TOTAL:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The total rental fee ($\_\_\_\_\_\_\_\_\_\_) is due one week prior to the date of the event. The total rental fee does not include fees for additional services that may be subsequently requested.

**RESERVATION DEPOSIT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

A reservation deposit in the amount of $\_\_\_\_\_\_\_\_ is required upon receipt by **LESSOR** of a signed Rental Contract. This deposit is considered part of the rental fee. It is non-refundable.

All fees and deposits are to be made by check payable to “Tennessee Shakespeare Company.”

FEIN: 26-2113887.

In the event of a breach of this contract by either party, the party in breach agrees to pay all costs incurred by the non-breaching party to enforce its rights, including reasonable attorney’s fees.

1. **FOOD AND BEVERAGE OUTLINE**

**LESSEE** agrees to staff one bartender per every 75 guests. **LESSEE** must use its own ABC license in order to serve beer/wine/spirits at the event, and must provide certificate proof to LESSOR, and must present the certificate proof to its public at point of purchase or pour.

**For this engagement, LESSOR shall not be required to provide any alcohol, food, or beverages.**

All food service for the event shall be handled by one of **LESSOR**’s approved caterers. Any non-approved caterers must first have that caterer approved by **LESSOR**. Frying or preparing food on premises in any way beyond heating and warming is not possible and not permitted.

1. **PARKING**

A maximum of two vehicles may be left in the loading bay during the event. Limited parking is available on-site. **LESSEE** agrees to provide suitable off-site parking and/or valet parking to all event guests. **LESSOR** is not responsible for costs or damages associated with parking. **LESSEE** can arrange for valet services through Southern Valet should **LESSEE** so desire. All costs associated with valet parking are the responsibility of **LESSEE.**

1. **EQUIPMENT**

**This rental is for above-named ROOMS/FACILITY SPACES ENGAGED only, and the following:**

**AUDIO:**

**PROJECTION:**

**LIGHTING:** General area lighting is provided by **LESSOR** at no charge.

**OTHER:**

1. **GENERAL TERMS AND CONDITIONS**
2. **UTILITIES: LESSOR** will furnish reasonable temperature control, water, lights, and electric power for ordinary use, but the failure to furnish such utilities resulting from circumstances beyond the control of the **LESSOR** shall not be considered a breach of this agreement, nor shall **LESSOR** be responsible for any resulting losses, claims, or damages.
3. **CONCESSION SALES:** The right to sell all concessions (including food, drinks, programs, and novelties) are reserved by **LESSOR**, and any concession sales of any type by **LESSEE** must be approved in advance and in writing by **LESSOR.**
4. **MERCHANDISE:** There is a vendor merchandise fee of $50.00 for any event that sells merchandise. Arrangements for merchandise sales are to be approved in advance, and last-minute requests may not be allowed. This provision does not bar **LESSEE** from using a paid or volunteer photographer to capture photographs at its own event.
5. **TAX-EXEMPT STATUS:** If any participating group in this contract is tax-exempt and would like to receive tax-exempt status for its event, a copy of a valid state and/or federal exemption form must be returned with the signed contract.
6. **SECURITY:** As stated above, **LESSEE** shall fully inform **LESSOR** of the nature of its program and the anticipated number of guests. **LESSOR** will provide normal, day-to-night security personnel and has the right to increase security officers if deemed necessary by management and upon notice to **LESSEE**. Any additional security personnel will be billed to **LESSEE** at a charge of $150.00 per officer.
7. **CANCELLATION:** NO-CAUSE CANCELLATION: Notwithstanding any other provision of this contract, either party may cancel this contract upon written notice to the other party at any time prior to the event and upon payment of an amount based on the following scale:

TIME-FRAME: CANCELLATION FEE:

On or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_

On or after \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_

Cancellation pursuant to this provision is not a default but rather the exercise of a right under this contract without any further obligation beyond payment of the indicated cancellation fee. Payment of the appropriate cancellation fee shall accompany the notice of cancellation.

FOR-CAUSE CANCELLATION: Should the premises be damaged or inaccessible to such an extent that it will substantially interfere with the use of the premises, this contract shall terminate and **LESSEE** shall be refunded any fees and deposits paid to **LESSOR**. If **LESSOR** cancels the scheduled event due to circumstances beyond its control, including but not limited to, strikes, national emergencies, acts of Nature, power curtailments or outages, or unavoidable emergencies at any time prior to the event, **LESSOR** agrees to use reasonable efforts to schedule an alternate date for the event, and in such situation, **LESSOR** shall not be responsible for any damages caused by the cancellation or rescheduling of the event.

1. **DAMAGE/CLEAN-UP: LESSEE** agrees to be responsible for any damage to equipment or event area during the time the location is under its control for the event, including damage or excessive clean-up made necessary by any event set-up or tear-down. At no time will anyone be permitted to drive or install any nails, hooks, tacks, or screws into any part of the building. Glitter, confetti, rice, or birdseed or real flower petals are not allowed to be thrown anywhere on the premises, and if used will result in the loss of the deposit. Only artificial flower petals may be thrown, but must be cleaned up at the conclusion of the event. **LESSEE** shall be charged a clean-up fee of $100.00. This fee shall be paid along with the rental fee due one week before the event. Additional fees for clean-up and costs for repairs will be charged to **LESSEE,** and **LESSEE** will be notified within 24 hours after the event ends that such charges have been incurred.
2. **COMBUSTIBLES AND EXPLOSIVES:** No open flames are allowed, nor use of oils, burning fluids/candles, camphor, kerosene, gasoline, paint, fireworks, explosives, or any substance that is highly combustible.
3. **RISK OF LOSS: LESSOR** assumes no responsibility for property placed on the premises or any property left after the event’s conclusion.
4. **INSURANCE: LESSEE** shall maintain at all times during the term of this contract a minimum of $1,000,000.00 (one million dollars) per occurrence in insurance coverage. **LESSOR** reserves the right to require additional insurance based on the type of event. **LESSOR** will be named as secondary insured on the policy. **LESSOR** shall provide an Insurance Certificate not less than 15 days prior to the event, which shall provide the above information.
5. **FACILITY NAME:** Any and all promotional material must include the name of the event sponsor (**LESSEE**) so as not to imply that **LESSOR** is the event sponsor. However, in an effort to indicate clearly the physical location, the following may be used: “held/located at Tennessee Shakespeare Company.”
6. **SUB-LICENSING:** **LESSEE** may not sub-license the **LESSOR** space to its suppliers, vendors, or affiliated groups without first obtaining prior written consent from **LESSOR.**
7. **ADA ACCESS AND ACCOMODATION and COMPLIANCE WITH LAWS:** Both **LESSOR** and **LESSEE** shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. **LESSOR** and **LESSEE** warrants that it shall comply with all applicable laws, statutes, ordinances, and regulations governing the respective parties’ obligation in this contract.
8. **INDEMNIFICATION:** Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, partners, agents, members, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) arising out of or caused by the party’s negligence in connection with the event or the use of facilities. Neither party shall have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims. The provisions of this section shall survive termination or expiration of this contract.
9. **MUTUAL WAIVER OF CERTAIN DAMAGES:** Except for a party’s intentional misconduct or gross negligence, or a party’s indemnification obligations in this contract, in no event shall either party be liable for any punitive, incidental, special, exemplary, or consequential damages. It is specifically understood and agreed that any cancellation fee specified elsewhere in the Contract does not conflict with this section. The provisions of this section shall survive termination or expiration of this Contract.
10. **UNDERAGE DRINKING: LESSEE** acknowledges or understands that it is unlawful for any person under the age of twenty-one (21) years to possess or consume alcoholic beverages. **LESSEE** further acknowledges and understands that it is unlawful to aide, assist, or permit a person under the age of twenty-one in this activity. **LESSEE** and **LESSOR** and its bartenders acknowledge that it shall be responsible for preventing such unlawful activity at the event or by persons attending the event. It is understood that anyone purchasing alcohol must be asked to show and then must show a valid, current identification card stating year of birth. The parties further acknowledge that failure to do so shall be grounds for immediate termination of the event.
11. **FIREARMS AND ILLEGAL DRUGS:** Possession of firearms or weapons of any sort and possession of illegal drugs anywhere inside or outside on LESSOR’S property is illegal and will be reported to police immediately. The parties further acknowledge that any of these possessions will constitute grounds for immediate termination of the event.
12. **HARASSMENT AND CONDUCT WITH MINORS:** LESSEE has read and will abide by LESSOR’S standard, written policies regarding both Harassment and Conduct with Minors. It is understand that any breach of these policies will constitute and immediate breach of the contract.
13. **GOVERNING LAW:** This Contract shall be governed by, construed in, and enforced exclusively in accordance with the laws of the State of Tennessee.
14. **DISPUTE RESOLUTION: LESSOR** and **LESSEE** agree that any dispute between the two parties shall be resolved exclusively and finally by arbitration. The arbitration or any portion of it will not be consolidated with any other arbitration. Any decision rendered will be final and binding on **LESSOR** and **LESSEE,** and any judgment may be entered thereon in any court of competent jurisdiction. **LESSOR** and **LESSEE** waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other party arising from or relation to this contract. **LESSOR** and **LESSEE** waive ay right to any punitive damages and each party agrees to resolve any disputes through binding arbitration.
15. **MISCELLANEOUS:** The obligations of the parties pursuant to this contract may not be released, discharged, supplemented, interpreted, amended, or modified in any manner except in writing signed by a duly authorized representative of each of the parties. **LESSEE** may not assign its rights or delegate the performance of any duty under this contract without the prior written consent of **LESSOR.** This contract embodies the entire agreement between the parties and as of the date below shall supersede all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence, or other understandings between the parties, relating to the subject matter of this contract. The failure of either party to require the performance of any obligation in the contract, or the waiver by either party of any breach condition, shall not prevent a subsequent enforcement of such obligation or constitute a waiver of any subsequent breach. This contract and any amendment or addendum to it may be executed in counterparts, each of which when executed by the requisite parties shall be deemed to be a complete, original document. This contract constitutes a legal, valid, and binding agreement, enforceable by either party in accordance with its terms.

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, LESSEE Representative Dan McCleary, TSC Representative**

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**Title Producing Artistic Director**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company/Origination Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FEIN:** 26-2113887

**Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FEIN:**