

Buskirk-Chumley Theater – Terms and Conditions of Use

Rental Access Statement

BCT Management, Inc. (BCTM) is a private, non-profit organization. Our mission is to manage the Buskirk-Chumley Theater in a fiscally responsible manner as a widely accessible, quality venue and performance space. Rental and other fees are used solely to maintain this facility and offer services to support our patrons and promoter partners. BCTM believes strongly that access to this community resource should be available to all and will make no judgment or restriction on the content of public performances provided said performances are within the bounds of law and meet all contractual requirements set forth in the following document.

Safety

As a City of Bloomington building, managed by a private, non-profit organization, BCTM both follows closely the rules and regulations governing public spaces, and retains the right to set its own management policies. Regarding the right of an individual to carry a legally permitted weapon within the building, BCTM makes no standing prohibition, but grants all presenter partners the right to ask for the prohibition of weapons within the building during their event, provided they are willing to pay for the expense of the additional security necessary to enforce the prohibition.

Deposit

On execution and delivery of this Agreement by Lessor, to ensure the faithful performance of Lessee's obligations, Lessee shall pay a non-refundable deposit in the form of cash or check. Such deposits shall be made payable to BCT Management, Inc. (BCTM). The deposit shall be credited to the fees payable hereunder, additional charges, and any damages payable under this agreement.

Information Deadlines

This Agreement commits presenter to rental dates, and two informational deadlines defined below:

- 1) **Publicity Information Deadline – no later than 8 weeks prior to performance**
Prior to any public announcement, Presenter must complete and submit the Publicity Information Form:
 - a. Title of performance, date(s), and time(s)
 - b. Ticket prices, and description of classes (e.g. Children = 12 and under)
 - c. General description of performance
 - d. Seating configuration preferences (e.g. general admission versus reserved seating)

- 2) **Technical Information Deadline – 2 weeks prior to performance**
Presenter must provide BCTM with:
 - a. List of technical equipment needs
 - b. Production schedule (when you will arrive at the theater, when you will leave, and what you plan to do in between)
 - c. Stage plot (where each musician, set piece, chairs, etc. will be on stage)
 - d. General script when applicable
 - e. Day of Show contact information – including cell phone

In the event Lessee fails to meet these deadlines, remedies as described below may be undertaken, including, but not limited to: cancellation of Lessee's performance, request of full payment in advance of the performance, or the assignment of additional charges to Lessee's final invoice.

BCT Box Office and Ticketing Procedures

Events held at the BCT must be ticketed exclusively through the BCT Box Office. A maximum of 100 promoter tickets, generated by the BCT Box Office, may be sold at an off-site physical location, but any online sales must run through the BCT Box Office website. Any patron seeking access to a ticketed event at the theater must possess a ticket (complimentary, paid, promoter, or other) generated by the BCT Box Office. Promoters may provide badges or passes to substitute for BCT-generated tickets. If the BCT is a venue for a multi-venue festival or event, the BCT must handle all ticketing. The rental fees indicated on your contract are based on your understanding and portrayal of your event at the time the contract was written. Tech and box office fees are subject to change if the event's format or complexity changes after signing the contract. Events requiring complex ticketing arrangements (numerous ticket types, packages, or other elements) or that involve multiple locations may be assessed a "festival fee" of \$200.

Off-site advance sales must be closed prior the opening of the BCT Box Office on your performance date and unsold tickets should be returned to the box office. The guest list should be given to the House Manager no later than two hours prior to show.

Lessee will be charged 4% on all credit card sales.

BCTM will be provided 10 complimentary tickets to any event presented at the Buskirk-Chumley Theater, as "house seats."

Once the publicity information form has been submitted, any subsequent changes to ticketing structure or pricing may be assessed a \$100 per change fee.

A \$3 facility fee will be added to tickets sold at non-primary box office. Fee does not apply to lessees that qualify as a nonprofit entity, or to tickets sold for \$0 or "free."

Settlement of Ticket Sales Income/Rental Expense

BCTM and Lessee will settle accounts in the following manner:

- 1) Settlement will be made no later than three working days following Lessee's final performance.
- 2) Settlement check/invoice will be mailed to the Business Contact address. For settlement the night of the show, arrangements must be made by the Lessee no less than two weeks in advance.
- 3) Final invoice for rental is charged against total ticket sales. Lessee will be presented with a complete ticket sale report, final invoice, account statement, and when applicable, a check for the remaining ticket sales. (If necessary, Lessee may arrange to pay the rental invoice in full and receive a check for total ticket sales.)

Patron Privacy

Promoter Partners will be provided with the available names and contact information of patrons purchasing tickets. Promoter Partners may not rent, sell, or share this list or contact information with others.

Cancellation

Once verbal commitment is made for rental of a specific date(s) of rental, the Lessee is required to pay the \$200/day non-refundable, non-transferable deposit. If an event is cancelled or rescheduled once the contract for rental is signed, rental fees (excluding labor, box office fees) will be assessed in the following manner:

- Less than 60 days in advance100% of rental fee due
- Less than 90 days in advance.....50% of rental fee due
- More than 90 days in advance.....deposit fee only due

Stage Labor

It is understood and agreed that management for some events will use non-union or voluntary stagehands. The Lessee and the Technical Director and/or union representative will discuss the number of union hands and volunteer hands that will be needed on an event by event basis. It is understood that if union labor is involved, all parties will abide by the contract between the Buskirk-Chumley Theater and IATSE Local #618.

Sound System

If sound equipment is carried by the performance company, the Technical Director, after consultation with representatives of the company, may permit use of the company's equipment in conjunction with the house system.

Security and Staffing

BCTM reserves the right to modify security and staffing calls up to the time of performance at the cost of the Lessee.

Merchandise Fee & Restrictions

BCTM requires a **10% merchandising fee**. Lessee is responsible for communicating this agreement to all talent, including the BCT House Manager in any settlement of merchandise with the talent, and remitting said fee following the performance.

Merchandise includes anything offered for sale by an artist or promoter at the Buskirk-Chumley Theater, and specifically includes CD's, t-shirts, etc.

If a BCTM appointed staff member is required to sell merchandise for the rental event, a **\$150 fee** for providing a merch seller will be charged to the lessee, **in addition to the 10% fee for all merchandise sales** (see above). This person will be qualified to handle and sell promoter merchandise through cash and/or web sales throughout the duration of the event.

BCTM **will sell concessions at all public events, including beer and wine**. Lessee may not sell or distribute alcoholic beverage items at the Buskirk-Chumley Theater. Food items made available for sale must be provided by a licensed restaurant/caterer, and are subject to the 10% merchandising fee. **Food distribution at events requires a \$150 cleaning fee.**

Access and Theater Aisles

Standing room is not available and is not permitted in the Buskirk-Chumley Theater. All crosswalks, aisles, corridors, and entries/exits must be kept clear in the event of an emergency. Items not allowed to block aisles include, but are not limited to, all cameras and tripods, video and film equipment, production equipment, production scenery, production props, production lighting, wheelchairs, walkers, crutches, strollers and baby carriages. All media must be authorized, in writing, by BCT Management, Inc., and must be in an authorized location or in a pre-arranged seat as provided by the Lessee. All handicap equipment may be stored with the House Manager. No portions of the sidewalks, entries, passages, vestibules, halls or stairs shall be obstructed by the Lessee, or permitted to be used for any purpose other than ingress and egress to and from the building.

The doors, stairways, or openings that reflect or admit light into any portion of the building, including hallways, corridors, and passageways shall in no way be obstructed by the Lessee. Exit lights, emergency lights, house lights, aisle lights, stairway and hallway security lights or any other lights necessary for the safe occupation of the building shall not be obstructed in any way. Employees and designated volunteers of the BCT Management, Inc. shall have complete and total access at all times and in all areas of the facility, including, but not limited to dressing rooms, stage, production booths, and theater.

Smoking and Incense

It is understood that smoking, burning of any substance, and/or open flame of any kind are NOT PERMITTED anywhere within the interior walls of the Buskirk-Chumley Theater.

If a script calls for smoking or the use of any fire effects, the Theater Director must approve in writing at the Production Information Deadline listed above. Any infraction of smoking regulations may be cause for ending an event, and/or clearing and closing the facility. BCTM will not be financially or in any other respect liable for the execution of this right.

Copyright/ASCAP/BMI

Securing and payment for performing rights is the responsibility of Lessee. Lessee shall furnish to the Theater Director documented evidence of said rights by the Production Information Deadline listed above. Failure to provide such evidence may result in cancellation of agreement to provide said facilities with no penalty to BCTM. Lessee agrees to indemnify, defend, and hold harmless BCTM, its Board of Directors, and employees against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any material performed during the above engagement.

Insurance and Taxes

During the engagement, the Lessee agrees to carry and maintain the following insurance:

- 1) **General liability and/or event insurance for the date(s) of their event for \$1 million per occurrence and at least \$2 million in the general aggregate, and naming BCT Management, Inc. and the City of Bloomington as additional insured.** Proof of this insurance must be provided to BCTM no less than two weeks in advance of the first rental date. Lessee further agrees to remove all items affiliated with their rental from the theater at the conclusion of their rental date(s) for which their insurance provides coverage.
- 2) Workmen's Compensation and Disability Insurance covering Lessee's employees, and all other employees for which the Lessee becomes responsible as stated in Lessee's contract with the Attraction being presented, and to require independent contractors engaged by or on personal property contained therein to carry and maintain Workmen's Compensation insurance covering their employees.
- 3) Lessee agrees to be solely responsible for all sums payable for Social Security, Unemployment Insurance, Disability Benefits, and other charges in connection with Lessee's employees.

Indemnity

By signing this Lease, the Lessee represents and agrees as follows:

- 1) That the individual signing the Lease on behalf of the Lessee has been duly authorized by the Lessee to do so and bind the Lessee to the terms and conditions of the Lease.
- 2) That Lessee agrees to indemnify, defend, and hold harmless BCT Management, Inc., the City of Bloomington, and their respective employees, agents, representatives, successors and assigns (the "Indemnified Parties") from and against all claims, demands, losses, and other liabilities to any person or property resulting from or in any way

connected with use and occupancy of, or attendance at, the Buskirk-Chumley Theater and/or use of equipment owned or controlled by the Indemnified Parties, and/or equipment owned or controlled by the Lessee.

Damage Caused by Lessee

It is agreed that should any damage be caused by Lessee or its staff to the Buskirk-Chumley Theater or equipment, Lessee will be responsible for the payment of the cost of any repairs or replacement required, and it is further understood that Lessor will furnish Lessee with a detailed statement, no later than sixty (60) days following engagement of all such damages and cost of repair, normal wear and tear excepted, provided said damage is reported to Lessee's representative and proof of responsibility is established no later than 36 hours following the engagement date. It is further agreed and understood that the Lessee will pay on demand for any loss or damage to any equipment belonging to or controlled by talent brought in by the Lessee.

Discrimination

Lessee confirms that it does not and will not discriminate against patrons or participants because of race, religion, color, sex, gender identification, age, national origin, disability, marital status or sexual orientation.

House Management

BCT Management, Inc. provides a House Manager and ushers to uphold decorum in the theater and protect the safety of all performers and patrons.

Alcohol and Drug Policy

BCTM regulations restrict the use of alcohol to those 21 and over and prohibit the use of illegal drugs on Buskirk-Chumley Theater property. Therefore, use of illegal drugs by any of the performers, or anyone associated with the performers or the Lessee will not be allowed during the performance(s), rehearsals, and while the performers are present on the premises of the Buskirk-Chumley Theater. In the event of noncompliance on the part of Lessee or any talent hired by Lessee, or their employees or agents, law enforcement will be contacted.

Remedies

In the event that Lessee fails to appear, perform, and/or present, or defaults in performance of the provisions of this contract for reasons other than those stated in other sections of this agreement, the Lessor shall be entitled to all payments due as if the agreement had been fulfilled.

In the event that the Lessee fails to meet any or part of the above terms and conditions of use, BCTM reserves the right to take action designed to protect the reputation and financial viability of the theater including, but not limited to: cancellation of Lessee's performance, request of full payment in advance of the performance, or the assignment of additional charges to Lessee's final invoice.

Force Majeure

Except as otherwise provided in other sections of this agreement, neither the Lessor nor Lessee will be held liable for failure to perform, present, or appear if such failure is caused by or due to serious illness on the part of the performer, accident, riot, strike, acts of God, or any other legitimate conditions beyond their control.

Contract Agreement

This agreement constitutes the complete understanding of both parties regarding this usage. It is understood that any changes, additions, or deletions must be in written form signed by both parties as an addendum to this agreement. It is further understood that this agreement cannot be assigned or transferred.